

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into on January 30, 2014 at Osseo, Minnesota, 55369 between representatives of the U.S. Postal Service and the designated agents of the National Association of Letter Carriers pursuant to the local implementation provisions of the 2011 National Agreement. This Memorandum of Understanding constitutes the entire agreement on matters relating to local conditions of employment

3.31.2014

Month/Day/Year

Dennis Stang

Dennis Stang, Postmaster
Osseo Post Branch 55369

2/24/14

Month/Day/Year

Darrell G. Maus

Darrell G. Maus, Executive Vice President
N.A.L.C. - Branch 9

LOCAL MEMORANDUM OF UNDERSTANDING

OSSEO, MINNESOTA

ITEM #1 ADDITIONAL OR LONGER WASH-UP PERIODS:

The Postmaster or Supervisor will authorize reasonable wash up time when he/she has determined, on an individual basis, that a carrier has performed dirty work or worked with toxic material.

ITEM #2 THE ESTABLISHMENT OF A REGULAR WORK WEEK OF FIVE DAYS WITH EITHER FIXED OR ROTATING DAYS OFF:

All regular carriers shall be on a five day regular work week with rotating days off.

ITEM #3 GUIDELINES FOR THE CURTAILMENT OR TERMINATION OF POSTAL OPERATIONS TO CONFORM TO ORDERS OF LOCAL AUTHORITIES OR AS LOCAL CONDITIONS WARRANT BECAUSE OF EMERGENCY CONDITIONS:

- A. In times of civil disorders or Acts of God involving community disasters such as fire, flood or storms, the Postmaster or designee will determine whether conditions are such that postal operations should be curtailed or terminated, taking into account the welfare of the postal employees, service needs, and local conditions. Curtailment or termination orders for the affected areas should be, as far as possible, uniform in nature. All available means will be used to notify employees of such curtailments or terminations as soon as possible should extremely hazardous conditions develop while the carriers are on their routes. Affected employees shall exercise reasonable concern for their immediate personal safety, postal property, and the mail in their care, and should promptly call their supervisor for instructions.
- B. The Osseo steward or his/her designee, depending on their availability, will be notified of these orders.

ITEM #4 FORMATION OF LOCAL LEAVE PROGRAM:

- A. Bidding
 - 1) There will be three (3) rounds of vacation bidding.
 - 2) Vacation bidding shall start no earlier than November 15. All three (3) rounds must be completed by December 31.
 - 3) Vacation bids are to be submitted on Form 1547 (or appropriate) by every employee. Approval must be designated by supervisor within five (5) workdays.
- B. When an employee is notified by the supervisor that he/she is next to make an application, he/she shall have a maximum of three (3) work days in which to make a selection, or the next senior person shall be eligible to select.
- C. Carriers who become ill prior to the start of their choice vacation period shall be allowed to have another available selection during the choice period.

- D. No trading of vacations will be allowed unless mutually agreed upon by management and the steward.
- E. Relinquished Leave
 - 1) From the last Sunday in May through the first Sunday in September, a carrier may relinquish vacation weeks in full week increments only. The leave must be relinquished at least 30 days in advance of the starting date of the leave, unless circumstances are beyond the employee's control. The relinquished leave will be reposted. The next junior employee will have the first opportunity to bid. If no junior employee bids the cancelled slot, leave for this period will be granted to the senior bidder. If no employee bids this slot within 1 (one) week, the relinquished leave will become an unused slot. Unused slots will be guaranteed under incidental leave provision if the carrier prior to Saturday of the scheduled posting submits a Form 3971 in increments of 8 (eight) hours or more and the carrier has sufficient uncommitted annual leave at the time of the request.
 - 2) During the remainder of the Choice Vacation Periods, a carrier may relinquish leave in less than full week increments. The leave must be relinquished at least by Monday of the week preceding the vacation. Partial weeks will not be reposted.
- F. Funeral Leave
 - 1) For the purpose of administration of the new National Bereavement Leave Memorandum, the definition of family shall also include any person related by blood or affinity whose close association with the employee was such as to have been the equivalent of a family relationship.
 - 2) In cases of an employee's death, management will evaluate service needs in order to make the necessary arrangements to allow the employees to attend the funeral.

ITEM #5 THE DURATION OF THE CHOICE VACATION PERIOD(S):

The Choice Vacation Periods shall be from the beginning of the Leave Year through the last full week in November and the last full week in December through the end of the Leave Year.

ITEM #6 THE DETERMINATION OF THE BEGINNING DAY OF AN EMPLOYEE'S VACATION PERIOD:

Vacation weeks shall be on a Sunday through Saturday basis.

ITEM #7 WHETHER EMPLOYEES AT THEIR OPTION MAY REQUEST TWO SELECTIONS DURING THE CHOICE VACATION PERIOD, IN UNIT'S OF EITHER 5 OR 10 DAYS:

- A. There will be three (3) rounds of vacation bidding.
- B. On any round the carrier may make a single choice up to two or three (2 or 3) consecutive weeks as applicable.

- C. No employee will be allowed to bid for more annual leave (actual or projected) than they have available. At the time the leave is taken if the employee does not have sufficient annual leave there is no automatic entitlement to LWOP.

ITEM #8 WHETHER JURY DUTY AND ATTENDANCE AT NATIONAL OR STATE CONVENTIONS SHALL BE CHARGED TO THE CHOICE VACATION PERIOD:

An official call to jury duty will not be charged to the choice vacation period. Annual leave to attend National Convention will be charged to the choice vacation period, but will not be the delegate's choice vacation selection.

ITEM #9 DETERMINATION OF THE MAXIMUM NUMBER OF EMPLOYEES WHO SHALL RECEIVE LEAVE EACH WEEK DURING THE CHOICE VACATION PERIOD:

- A. The following percentages represent the number of employees allowed choice vacation during each period:
 - 1) Six percent (6%) from the beginning of the Leave Year through the Saturday preceding the last full week in January.
 - 2) Ten percent (10%) from the last full week in January through the Saturday preceding the last full week in May.
 - 3) Fourteen percent (14%) from the last full week in May through the first full week in September.
 - 4) Ten percent (10%) from the second full week in September through the last full week in November.
 - 5) Six percent (6%) from the last full week in December through the end of the Leave Year.
- B. In applying the percentage, any fraction equal to or over .50 will mean an additional employee will be allowed annual leave.
- C. CCA's will be allowed to pick one week at the end of round one. The percentages will remain undisturbed. The CCA's will not be included in the percentages.

ITEM #10 THE ISSUANCE OF OFFICIAL NOTICES TO EACH EMPLOYEE OF THE VACATION SCHEDULE APPROVED FOR SUCH EMPLOYEE:

The employer shall post an annual leave list in a conspicuous place showing each week of the leave year. An employee's name entered opposite the week or weeks he/she selects, upon approval of the employer, shall be the employee's notification of approved annual leave.

ITEM #11 DETERMINATION OF THE DATE AND MEANS OF NOTIFYING EMPLOYEES OF THE BEGINNING OF THE NEXT LEAVE YEAR:

The employer shall, prior to November 1st of each year, post on the bulletin board the beginning date of the new leave year.

ITEM #12 THE PROCEDURES FOR SUBMISSION OF APPLICATIONS FOR ANNUAL LEAVE DURING OTHER THAN THE CHOICE VACATION PERIOD:

Carriers requesting incidental and short term annual leave outside the choice vacation bid must submit PS Form 3971 in duplicate in advance and cannot be submitted more than 60 days in advance.

Management will make a decision to grant or deny such requests within one week of the leave dates requested. The employee will be required to ask management if their request for leave has been approved or disapproved if management has not contacted them prior to the commencement of the leave.

Requests for short term annual leave **outside those called for in Item #4** will be entered in the presence of the requesting employee. These requests will be granted on a first come, first served basis after service needs are met.

When incidental is requested for the current day, seniority and not first-come, first-served will be the determining factor.

Exceptions may be made, since the U.S. Postal Service policy is to administer the leave program on an equitable basis for all employees.

Whenever a letter carrier has requests for two (2) or more Saturdays in a one (1) month period, or days contiguous to two (2) or more holidays, the supervisor will inform the steward or chief steward.

ITEM #13 THE METHOD OF SELECTING EMPLOYEES TO WORK ON A HOLIDAY:

- A. The order for selecting employees to work on a holiday and/or a designated holiday is as follows:
 - 1) Volunteers, by seniority and on a rotating basis, regardless of whether eligible for premium pay or for overtime.
 - 2) City Carrier Assistants
 - 3) Non volunteers on a rotating basis according to inverse seniority, regardless of whether eligible for premium pay or overtime.
- B. On a holiday schedule, a T-6/Utility carrier may be assigned to a vacant route on his/her string in the event that a full-time regular is scheduled to work his/her non-scheduled day. If there is not an open route on the utility string, the regular carrier will be assigned where needed.
- C. Carriers who have annual leave immediately preceding or following a holiday/designated holiday will not be required to work as non-volunteers for the Holiday Schedule.
- D. Management shall be responsible for maintaining the records necessary for the administration of this provision.

ITEM #14 WHETHER "OVERTIME DESIRED" LISTS IN ARTICLE 8 SHALL BE BY SECTION AND/OR TOUR:

The Overtime Desired List shall be by section, which shall be designated as

- 1) Main office and branch.

ITEM #15 THE NUMBER OF LIGHT DUTY ASSIGNMENTS WITHIN EACH CRAFT OR OCCUPATIONAL GROUP TO BE RESERVED FOR TEMPORARY OR PERMANENT LIGHT DUTY ASSIGNMENT:

Refer to Article 13 of the National Agreement.

ITEM #16 THE METHOD TO BE USED IN RESERVING LIGHT DUTY ASSIGNMENTS SO THAT NO REGULARLY ASSIGNED MEMBER OF THE REGULAR WORK FORCE WILL BE ADVERSELY AFFECTED:

Refer to Article 13 of the National Agreement.

ITEM #17 THE IDENTIFICATION OF ASSIGNMENTS THAT ARE TO BE CONSIDERED LIGHT DUTY WITHIN EACH CRAFT REPRESENTED IN THE OFFICE:

- A. Light duty assignments will be determined on an individual basis by the Postmaster, or his/her designee. Careful consideration will be made to the medical restrictions of the employee and the needs of the Service. Temporary light duty assignments may result in less than full-time work. To the extent possible, and without detriment to any other full time regular's assignment, the assignments can consist of, but are not limited to the following duties:

- 1) Routing or casing on the employees own route.
- 2) Routing or casing on other available routes when this can be accomplished without seriously affecting the production of the assignments.
- 3) Correction, verification and updating of edit books.
- 4) Identification and investigation of readability problems found in automated mail.
- 5) Performing route maintenance on available routes to include labeling apartment boxes and NDCBUs.
- 6) Delivery of Express Mail
- 7) Case label duties

ITEM #18 THE IDENTIFICATION OF ASSIGNMENTS COMPRISING A SECTION, WHEN IT IS PROPOSED TO REASSIGN WITHIN AN INSTALLATION EMPLOYEES EXCESS TO THE NEEDS OF A SECTION:

Whenever route adjustments are made that involve the surplusing of a letter carrier route, all practical efforts will be made to surplus the assigned route of the junior carrier.

ITEM #19 THE ASSIGNMENT OF EMPLOYEE PARKING SPACES:

Parking spaces surplus to the needs of the service (Postal vehicles and supervisory vehicles) will be available on a first come, first served basis.

ITEM #20 THE DETERMINATION AS TO WHETHER ANNUAL LEAVE TO ATTEND UNION ACTIVITIES REQUESTED PRIOR TO DETERMINATION OF THE CHOICE VACATION SCHEDULE IS TO BE PART OF THE TOTAL CHOICE VACATION PLAN:

Appropriate leave to attend a State Convention or for other Union authorized activities may be applied for under short term leave procedures, based on the needs of the Postal Service, and not to be charged to the choice vacation period.

ITEM #21 THOSE OTHER ITEMS WHICH ARE SUBJECT TO LOCAL NEGOTIATIONS AS PROVIDED IN THE CRAFT PROVISIONS OF THIS AGREEMENT:

- A. Route Elimination
- 1) When a letter carrier route or full time duty assignment, other than the letter carrier's route(s) or full time duty assignment(s) of the junior employee(s), is abolished at a delivery unit as a result of, but not limited to, route adjustments and highway or housing projects, all routes and full time duty assignments at that unit held by letter carriers who are junior to the carrier(s) whose route(s) or full time duty assignment(s) was abolished, shall be posted for bid in accordance with the posting procedures in this article.
 - 2) The parties signatory to this agreement are aware that the advent of automation during the term of this agreement may have an impact on letter carrier assignments. As such, it is agreed that before the provisions of Article 41, Section 3.0 are invoked, a committee of equal numbers of management and union representatives will convene to determine if mutually agreeable methods other than those outlined in Article 41, Section 3.0 would be beneficial. If mutual agreement is not reached, Article 41, Section 3.0 would be invoked.
- B. The Union designee will be notified promptly of any proposed permanent changes of starting times of more than one (1) hour, or of major changes in working conditions within the Osseo/Maple Grove office resulting in employees excess to the needs of a section, as soon as such advance information is know to management, and in any event no less than seven (7) days in advance of any reassignments, unless unusual or extraordinary circumstance preclude such seven (7) day notification.
- C. A full time regular carrier called in to work on a non-scheduled day shall work his or her full time duty assignment provided there is a vacant route on the string to which the utility carrier may be assigned. Otherwise, the regular carrier working on a non-scheduled day will be assigned where needed.
- D. The Union shall be entitled to participate in regularly scheduled Labor/Management Meetings for the purpose of discussing, exploring and considering with management matters of mutual concern provided neither party shall attempt to add or vary the terms of the National Agreement. Labor/Management Meetings will be held monthly or by mutual agreement of the parties when changes occur that will affect local working conditions. The time and date will be mutually determined.
- E. Management will make available skin creams/lotions for protection against frost bite and ultraviolet (UV Rays) (i.e. Warm Skin, Sun Block, etc.).

ITEM #22 LOCAL IMPLEMENTATION OF THIS AGREEMENT RELATING TO SENIORITY, REASSIGNMENTS AND POSTING:

- A. Posting of vacant routes and assignments.
- 1) Letter Carriers may bid for carrier craft assignments using the preferred Telephone Bidding System at 1-800-222-2415 (or 1-800-520-0625 TDD), by accessing the Lite Blue (<http://liteblue.usps.gov>) or by completing a City Carrier Bid Form and placing it in the designated location. Where several assignments are posted, a letter carrier may bid on all assignments indicating their preference.
 - 2) Letter carrier assignments shall not be posted when there is a change of starting time of more than one (1) hour.
 - 3) Employees absent on leave may make prior arrangements with their steward to submit their bids for any posting they desire during their absence. To be effective, the steward must initial such bids.
- B. Bids for temporary hold downs (opting) must be submitted no later than 3:30PM on the Tuesday of the preceding week, except on a week preceding a holiday, bids must be submitted no later than 3:30 PM that Monday.