

LOCAL MEMORANDUM OF UNDERSTANDING

ANOKA, MINNESOTA

ARTICLE 1 - 7

- A. See National Agreement

ITEM #1 **ADDITIONAL OR LONGER WASH-UP PERIODS:**

- A. Management will determine if the carrier performs unusually dirty work or has handled toxic material, in which case, he/she may be granted wash-up time, on an individual basis, upon reasonable request.

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

- A. All regular carriers will be on a rotating work week.

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. Postal operations will not be curtailed or terminated at the Anoka Post Office unless the Postmaster determines that conditions so warrant. Reasonable consideration shall be given to overall conditions, including, but not limited to:
 - 1) The safety and health of the employees
 - 2) Civil disorders
 - 3) Acts of God
 - 4) Hazardous weather conditions
 - 5) Advice of local authorities
 - 6) Wholesale closing of businesses and other offices
 - 7) Curtailment or termination of public transportation
- B. Management shall notify the employees and Branch 9 Office at the earliest possible time of curtailment or termination of postal operations. Such notification will be by available public media such as T.V. or radio.

ITEM #4 **FORMULATION OF LOCAL LEAVE PROGRAM:**

- A. Vacation preference will be by craft seniority at the Anoka Installation.
- B. Vacation choices signed at one time must be 5, 10 or 15 continuous days on PS Form 3971 in duplicate. When an employee is notified that it is their turn to make a selection he/she shall have a maximum of 2 work days to make a selection or the next senior person shall be eligible.
- C. No employee will be allowed to bid for more annual leave (actual or projected) than they have available for the year. At the time the leave is taken if employee does not have sufficient annual leave there is no automatic entitlement to LWOP.
- D. There will be 3 rounds of vacation selections. Vacation bidding will start after November 1st and be completed by December 31st.

- E. When management can no longer approve a vacation application, selection up to this point must be listed on the vacation chart by the supervisor within 2 days. Beginning with the next senior eligible employee, applications as outlined above will proceed on individual selection by seniority.
- F. If a vacation selection is cancelled two (2) weeks or more prior to the effective date, the vacation slot will be reposted. The next junior employee will have first opportunity to bid. If no junior employee bids a cancelled slot, leave for this period will be granted to the senior bidder. If no employee bids the cancelled slot within one (1) week, the relinquished leave will become an unused slot. Unused slots will be guaranteed under the incidental leave provisions if the carrier, prior to Wednesday of the scheduled posting or Tuesday of holiday weeks, submits a request on Form 3971 in increments of eight (8) hours or more, and the carrier has sufficient uncommitted (actual or projected) annual leave at the time of the request.
- G. For the purpose of administration of the new National Bereavement Leave memorandum, the definition of family shall also include any person whose affinity with the employee is the equivalent to a parent, spouse, sibling, child or grandparent.

ITEM #5 THE DURATION OF THE CHOICE VACATION PERIOD:

- A. The choice vacation periods shall coincide with the entire leave year.

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

- A. Vacation weeks will be on a Monday through Sunday basis.

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

- A. Refer to Item #4

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

- A. An official call to jury duty will not be charged to the choice vacation period. Annual leave to attend National Conventions will be charged to the choice vacation period, but will not be charged against the individual's number of vacation selections.

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

- A. As computed at the beginning of the bidding period, the percentages of the full time assignments including PTFs (Part Time Flexibles) to be allowed off during each week of the choice vacation period:
 - 1) Fourteen percent (14%) during July.
 - 2) Twelve percent (12%) during remainder of choice period except December.
 - 3) Ten percent (10%) during the month of December through the end of leave year.
- B. In applying the percentages any fraction .50 or more will mean one (1) additional employee.

- C. In an effort to allow a pre-scheduling of annual leave to give the City Carrier Assistants (CCAs) the opportunity to plan for vacation, the following will be regarded as an addendum to the current NALC LMOU and will be in force beginning Leave Year 2018.
- 1) The Anoka Installation shall allow City Carrier Assistants (CCAs) to make a vacation selection of 40/80 hours (one or two weeks) after the first and second round by their relative standing provided they have 40/80 hours of annual (actual or projected) at the time the annual leave is to be used.
 - 2) The station shall add one slot to the week(s) where the CCA made their selection unless it falls in July or December; in which case no additional slot will be added with a maximum of one CCA off per week.
 - 3) There will be no cancelling portions of any week (CCAs) selected unless mutually agreed upon by the CCA and Station Manager where assigned at the time of the vacation. Should any CCA cancel their vacation selection for any reason, the slot will not be reposted unless it falls in July or December.
 - 4) When any CCA is notified that it is their turn to make a vacation selection, he/she shall have two (2) days to make a selection. Should the CCA fail to opt in their appointed time (for any reason), they will be afforded an opportunity to submit a bid upon their return to duty.
 - 5) If the CCA is reassigned (voluntarily or involuntarily) to another installation under a different leave calendar and/or LMOU, any approved leave does not automatically follow the CCA to the new installation. The CCA must make application in the new installation subject to its LMOU.

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

- A. A duplicate copy of the Form 3971 shall be signed and returned to the employee prior to the completion of vacation selections.

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

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

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

- A. Carriers requesting incidental and short term annual leave outside the choice vacation bid must submit PS Form 3971 in advance. Management will give at least 24 hours notice of approval or disapproval to employee requesting incidental leave of less than eight (8) hours. Management will give 72 hours advance notice of approval or disapproval to employee requesting incidental leave of eight (8) hours or more. The employee will be required to ask management if their request for leave has been approved or disapproved if management has not contacted them.

- B. Requests for short term annual outside those called for in Item #4 will be entered in the file in the presence of the requesting employee. These requests will be granted on a first come, first served basis after service needs are met. 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) All Part-Time Flexible scheduled employees;
 - 2) Volunteers, by seniority and on a rotating basis, regardless of whether eligible for premium pay or for overtime.
 - 3) City Carrier Assistants
 - 4) Non-volunteers on a rotating basis according to inverse seniority, regardless of whether eligible for premium pay or overtime.
- B. On a holiday, 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.

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

- A. Not applicable to Anoka Station at this time.

ITEMS #15, 16 & 17 LIGHT DUTY ASSIGNMENTS:

- 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. Some of the assignments can consist of, but are not limited to the following duties:
 - 1) Routing or casing on the employee's own route.
 - 2) Routing or casing on other available routes when this can be accomplished without seriously affecting the production of the assignments.
 - 3) Performing route maintenance on available routes.
 - 4) Delivery of Express Mail
 - 5) Case label duties

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

- A. Not applicable to Anoka Station at this time.

ITEM #19 THE ASSIGNMENT OF EMPLOYEE PARKING SPACES:

- A. Available employee parking will be 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:

- A. Annual leave to attend union activities other than the National Convention will not be charged to the Choice Vacation Period. (See Article 24 of the National Agreement).

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

- A. Full-time regular carriers called in to work on a non-scheduled day shall work his/her full-time duty assignment provided there is a vacant route available on the T-6/Utility string that the T-6/Utility can be assigned to. Otherwise the regular carriers working a non-scheduled day will be assigned where needed.

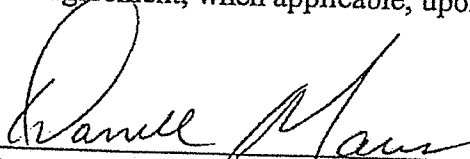
ITEM #22 LOCAL IMPLEMENTATION OF THE NATIONAL AGREEMENT RELATING TO SENIORITY, REASSIGNMENTS AND POSTING:

- A. When a letter carrier route or full-time duty assignment, other than the letter carrier route(s) or full-time duty assignment(s) of the junior employee(s) is abolished at a delivery unit as a result of, but limited to, route adjustments, highways, housing projects, all routes at that unit held by letter carriers who are junior to the carriers whose route(s) were abolished shall be posted for bid in accordance with the posting procedures in this article.
- B. 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
- C. Employees absent on leave may make prior arrangements with their shop steward to submit their bids for any posting they desire during their absence. To be effective, such bids must be initialed by the shop steward.
- D. The Office of Branch 9 will be informed of any routes becoming vacant immediately with the date the route is available for bidding and confirmation of successful bidder.

MEMORANDUM OF UNDERSTANDING

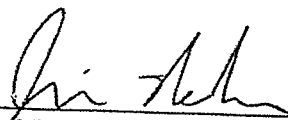
This Memorandum of Understanding is entered into on November 13, 2017 at Anoka, Minnesota, between the representatives of the United States Postal Service, and the designated agent(s) of Branch 9, National Association of Letter Carriers, pursuant to the Local Implementation Provisions of the 2017 National Agreement with the National Association of Letter Carriers. The resolution of any items impassed will be incorporated into this agreement, when applicable, upon notification to the parties.

11-13-17
Month/Day/Year



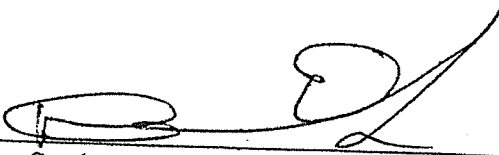
Darrell Maus, Executive Vice President
NALC - Branch 9

11/15/17
Month/Day/Year



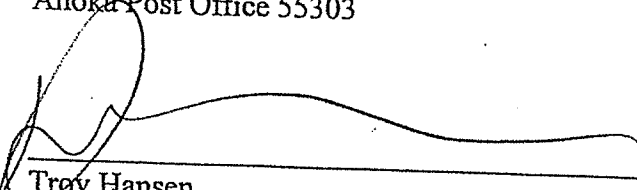
James Nelson, Union Steward
NALC - Branch 9

11-30-17
Month/Day/Year



Dan Stark, Postmaster
Anoka Post Office 55303

11-30-17
Month/Day/Year



Troy Hansen
Andover Post Office 55304