

LOCAL MEMORANDUM OF UNDERSTANDING

CHANHASSEN, MINNESOTA

ITEM #1 ADDITIONAL OR LONGER WASH-UP PERIODS:

- A. Article 8, Section 9, provides wash-up time for a letter carrier who performs dirty work or works with toxic materials. It is the position of the U.S. Postal Service that any letter carrier should be granted such time as is reasonable and necessary for washing up after performing dirty work or incident to personal needs as currently established.
- B. Management will make available skin cream/lotions (i.e. sun block) for protection against ultraviolet (UV) rays.

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

- A. Management will determine the establishment of fixed or rotating days off as appropriate, based on service needs.

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 disorder or Acts of God involving community disasters such as fires, floods or storms, the Postmaster or his designee will determine whether conditions are such that postal operations should be curtailed or terminated, taking into account the welfare of postal employees, service needs, and local conditions.
- B. Curtailment or termination orders for the affected areas should be, as far as possible, uniform in nature. All reasonable means will be used to notify employees of such curtailments or terminations.
- C. Should extremely hazardous conditions develop while carriers are on their assigned routes, affected employees shall exercise reasonable concern for their immediate personal safety, the postal property and mail in their care, and promptly call the post office for instruction.
- D. The union president or his designee, depending on their availability, will be notified promptly.

ITEM #4 FORMULATION OF LOCAL LEAVE PROGRAM: CHOICE VACATION PERIOD:

- A. There will be three (3) rounds of bidding for choice vacation. The rounds will be for full weeks only. Employees may make a single choice up to three (3) weeks as applicable per round.
- B. A vacation board will be posted 10 days before the rounds of bidding. Bidding will be by seniority.

- C. Bidding will begin on November 25th and be completed by December 31st.
- D. Employees must submit bids on PS Form 3971 in duplicate.
- E. When an employee is notified that it is their turn to make a selection he/she shall have a maximum of three (3) work days to make a selection or the next senior person shall be eligible.
- F. 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.
- G. No trading of vacations will be allowed unless mutually agreed upon by the Postmaster or his designee and the union representative.
- H. Funerals
 - 1) For the purpose of administration of the new National Bereavement Leave Memorandum, the definition of family shall also include any person whose close affinity is the equivalent of an immediate family member (i.e. spouse, child, parent).
 - 2) In cases of an employee's death, management will evaluate service needs in order to make the necessary arrangements to allow the maximum number of employees to attend the funeral.
- I. Cancellation of Annual Leave
 - 1) A carrier may relinquish vacation weeks in full week increments only. The leave must be relinquished at least 2 (two) weeks 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.

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

- A. The Choice Vacation shall be the beginning of the Leave Year through the second full week of December and the last full week of December through the end of the Leave Year.

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

- A. Vacations will be on a Sunday through Saturday 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. Vacation choices signed for at one time must be for consecutive weeks. On any round, a carrier may make a single choice of up to two (2) or three (3) weeks as applicable.
- B. There will be three rounds of vacation application to allow additional selections consistent with available vacation periods.

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

- A. Jury duty and attendance at a State Convention shall not be charged to the choice vacation period.
- B. Attendance to the National Convention shall not be charged to the individual delegate's choice vacation period. Leave for National Convention shall be blocked off on the leave calendar to insure the delegates may be granted leave in accordance with Article 24, Section 2B of the National Agreement. The NALC will notify management of the number of delegates from Chanhassen as soon as possible.

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 carrier work force to be allowed off during each week of the choice vacation period:
 - 1) Nine percent (9%) from the beginning of the leave year through the last full week in April.
 - 2) 13 percent (13%) from the first full week in May through the last full week in July.
 - 3) Nine percent (9%) from the first full week in August through the second full week in December.
 - 4) One (1) slot for the last full week of December through the end of the Leave Year.
- B. In applying the percentages any fraction over .5 will mean an additional slot
- 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 2017.
 - 1) The Chanhassen 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 except for the months of July or December.

- 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.
- 5) 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.
- 6) 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. The duplicate copy of PS Form 3971 shall be signed and returned to the employee within 3 days of the end of that round of bidding.

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

- A. Management shall publish a general notice, no later than November 1st, notifying employees of the beginning of the new leave year.

ITEM #12 THE 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 duplicate in advance and cannot be submitted more than 60 days in advance.
- B. 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.
- C. 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.
- D. Exceptions may be made, since the U.S. Postal Service policy is to administer the leave program on an equitable basis for all employees.
- E. 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) Part Time Flexible Scheduled Employees
 - 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 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:

- A. Refer to Item #18 of this Agreement.

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

- A. Refer to 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:

- A. Refer to National Agreement.

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

- A. Refer to National Agreement.

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:

- A. For purposes of applying Article 12 of the National Agreement, the entire installation shall be considered a section.

ITEM #19 THE ASSIGNMENT OF EMPLOYEE PARKING SPACES:

- A. Parking spaces in excess of the United States Postal Service (U.S.P.S.) needs will be available on first come, first serve 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. Refer to Item #8 of this local agreement, and Article 24 of the National Agreement.

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

- 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 not limited to, route adjustments, highway, housing projects, all routes and full-time 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.
- B. The parties signatory to this agreement are aware that the advent of further 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 more beneficial.
- C. Affected employees will be notified promptly of any proposed permanent changes of starting times or employees excess to the needs of a section as soon as possible, but no less than seven (7) days in advance of any reassignments, unless unusual circumstances preclude such seven (7) day notice.
- D. A full-time regular carrier called in to work on a non-scheduled day shall work his/her full-time duty assignment provided there is a vacant route on the string to which the T-6 may be assigned. Otherwise, the carrier working on a non-scheduled day will be assigned where needed.


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

- A. Letter Carriers may bid for carrier craft assignments using the 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
- B. 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, the shop steward must initial such bids.
- C. All postings will be in accordance with Article 41, Section 1 of the National Agreement. The Office of Branch 9 will be informed of any routes becoming vacant.
- D. No assignment will be posted due to changes in starting times.
- E. The vacation board shall serve as notice of available assignments for opting purposes. Other vacant or temporarily vacant assignments subject to the opting provision shall be posted adjacent to the vacation board. All eligible employees shall be afforded equal access to the information on hold-down (opting) assignments. Bids for temporary hold-downs (opting) must be submitted by 9:00 AM, Monday of the preceding week.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into on February 12, 2018 at Chanhassen, Minnesota, 55317 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.

2/18/2018
Month/Day/Year



Darrell Maus, Executive Vice President
NALC - Branch 9

02/12/2018
Month/Day/Year



JoAnn Gilbaugh, Union Steward
NALC - Branch 9

2/14/18
Month/Day/Year



Mark Bogucki, Postmaster
Chanhassen Post Office 55317