

**2016 - 2019**

**LOCAL MEMORANDUM  
OF  
UNDERSTANDING**

**Between**

**United States Postal Service  
Minneapolis, MN**

**and**

**National Association of Letter Carriers  
Branch 9  
Minneapolis, MN**

**Effective - March 1, 2018**

# LOCAL MEMORANDUM OF UNDERSTANDING

## MINNEAPOLIS, MINNESOTA

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

- A. Article 8, Section 9 provides reasonable wash-up time for a letter carrier performing 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 at each location skin creams/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.
- B. In determining the establishment of a regular work week of five (5) days with either fixed or rotating days off, management will attempt to maximize the number of assignments with fixed days off of Saturday and Sunday, based on service needs.
- C. If management intends to change an assignment from fixed days off to rotating: Local management will notify the local NALC steward/Branch office prior to the change, with reason for the change. This is to allow the Union an opportunity to provide input on the change before a decision is made.

### 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 Installation Head 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. **The Branch 9 President/Executive Vice President shall be notified whenever a decision is made on curtailment of or cancellation of delivery.** All reasonable means will be used to notify employees of such curtailments or terminations. 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 unit supervisor for instructions.

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

- A. Vacation preference will be by seniority at each section which shall be designated as each Station, Branch or Annex.
- B. Vacation choices signed for at one time must be consecutive weeks. When an employee is notified that it is their turn to make a vacation selection, he/she will have to the end of the next business day to make their selection on the first round. Employees will have to the end of the second business day on any subsequent rounds or the next senior person shall be eligible.

- C. The station Labor/Management team will jointly review all leave balances on November 1<sup>st</sup> to ensure that no employee is allowed to bid more weeks of annual leave (actual or projected) than he/she has available for that leave year. At the time the leave is taken, if the employee does not have sufficient annual leave to cover the entire week, there is no automatic entitlement to LWOP.
- D. There will be three (3) rounds of vacation application to allow additional selections consistent with available vacant periods.
- E. Vacation bidding will start on November 1<sup>st</sup>. All three rounds are to be completed no later than December 31<sup>st</sup>. If an employee bids from one unit to another during the vacation selection process, they will complete their vacation selections at the unit in which they started bidding. Employees are encouraged to have planned their vacation choices in advance so that the bidding process is not delayed. Normally, employees cannot change a selected vacation during the bidding period.
- F. For purposes of vacation bidding on all three rounds a PS Form 3971 must be used. Management must provide copies of approved PS Form 3971(s) for each vacation selection granted under the provisions in Item 4. Upon approval of the PS Form 3971(s) current selections must be listed on the vacation chart and posted by management promptly. Beginning with the next senior eligible employee, applications as outlined above will proceed on individual selection by seniority.
- G. Carriers may cancel a week, or portion, of their vacation selection. Notice must be given prior to 12:00PM (noon) on Tuesday preceding the vacation week. Whole weeks of cancelled vacation shall immediately be reposted for bid. Employees junior to the person who cancelled the vacation will be afforded the first opportunity to bid the week. The successful bidder must then cancel a selection obtained during one of the first three rounds of vacation unless they have sufficient uncommitted annual leave (actual or projected) at the time of request and wish to retain their weeks. The posting of cancelled vacations will continue until there are no further applicants.
  - 1) **If a carrier cancels all or a portion of their vacation selection in whole week increments and that week(s) is not selected during the rebidding process. The week(s) will be available and guaranteed in eight (8) hour increments, provided the carrier submits a request on PS Form 3971 in increments of eight (8) hours or more and the carrier has sufficient annual leave (actual or projected) at the time of the request.**
  - 2) **If a carrier cancels a portion of their vacation selection in less than a whole week, those cancelled days (excluding the N/S Day) will be guaranteed in eight (8) hour increments, provided the carrier submits a request on PS Form 3971 in increments of eight (8) hours or more and the carrier has sufficient annual leave (actual or projected) at the time of the request**
- H. Whenever a carrier, for personal reasons, must cancel a vacation period, he/she will be allowed another selection of the same duration in whole week(s) for any remaining available vacation periods, if he/she has sufficient uncommitted (actual or projected) annual leave at the time of the request.

- I. When an employee moves to a new section or unit after vacation selections are completed, the employee retains his/her selection from the previous unit. Management will promptly repost vacation selections that are vacated for the following reasons: Retirement, transfer to another installation outside of Minneapolis, transfer to another craft, resignation, promotion to non-bargaining position, termination, or death. Posting of the vacated vacation slot(s) will be within the provisions of Section 4 (G).
- J. No trading of vacation will be allowed unless mutually agreed upon by the station supervisor and shop steward.
- K. The vacation board and station seniority list shall be prepared and posted at each station by the local Labor/Management team
- L. In cases of death in the immediate family of an employee, the employee shall be granted, if he/she requests, such leave as is reasonable and necessary.
- M. The definition of "family member" as set forth in the Bereavement Leave Memorandum of Understanding (MOU) and the National Agreement 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.
- N. In the case of an employee's death, management will evaluate service needs in order to make necessary arrangements to allow the employees within that Branch, Station, Section or Annex to attend the funeral.
- O. Appropriate leave to attend a State Convention or for other Union-authorized activities may be applied for under the short term leave procedures.

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

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

**ITEM #6 THE DETERMINATION OF THE BEGINNING OF AN EMPLOYEE VACATION PERIOD:**

- A. Vacations will be bid 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. On any round, a carrier may make a single choice up to two (2) or three (3) weeks as applicable.

**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 and attendance at a State Convention shall not be charged to the choice vacation period.
- B. Attendance to the National Convention shall be charged to the choice vacation period by blocking off appropriate vacation periods. If the blocking reaches the total vacation periods granted under Item 9 at a designated Section, appropriate periods will be blocked off at the other sections on a pro rate basis to correspond to the remaining delegates, until the periods reserved reaches the total number of periods granted under the percentage allowed.

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

- A. Delivery units shall use the number of career carriers assigned on November 1<sup>st</sup> to calculate percentages for the next leave year. The following percentages represent the number of employees allowed choice vacation leave during each period.
  - 1) Nine Percent (9%) from the beginning of the leave year through the Saturday preceding the second (2<sup>nd</sup>) Sunday in April.
  - 2) Thirteen percent (13%) from the second (2<sup>nd</sup>) Sunday in April through the Saturday preceding the third (3<sup>rd</sup>) Sunday in September.
  - 3) Nine percent (9%) from the third (3<sup>rd</sup>) Sunday in September through the end of leave year.
- B. Any fraction at/or over one-half of one vacation slot, in station total computations, will be considered as one additional vacation slot available for bid.
- 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 process will be utilized:
  - 1) The Minneapolis Installation shall allow City Carrier Assistants (CCAs) to make a vacation selection of up to **80 hours (two weeks)** at the stations they were assigned on November 1<sup>st</sup>.
  - 2) The station shall add up to two slots to the weeks where the CCA made their selection.
  - 3) CCAs will be able to select one **or two consecutive weeks** after the first round (by relative standing), during the leave year, provided they have **40/80 hours of annual (actual or projected) at the time the annual leave is to be used.**
  - 4) **Should the CCA who has or is projected to have at the time the leave is to be used an additional 40 hours of leave available may bid a second choice after the second round as noted in Item #9.C.1 & 2 above.**
  - 5) There will be no cancelling portions of any weeks (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.
  - 6) When any CCA is notified that it is their turn to make a vacation selection, he/she shall have three 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.
  - 7) 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. Refer to Item 4, Paragraph F.

**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 in the local bulletin no later than November 1<sup>st</sup>, 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. Requests for short term annual leave may not be made more than sixty days (60) in advance of the date the leave is to be used.
- B. Requests for short term annual leave will be entered in the workbook in the presence of the requesting employee. These requests will be granted on a first come, first served basis after the service needs have been 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. It shall be the responsibility of the employee to request of the supervisor whether or not the application for annual leave has been approved or disapproved. Supervisors shall make a prompt decision, in an attempt to allow the employee at least five (5) days prior to the beginning date of the requested leave to make plans.

**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 full time regular employees who possess the necessary skills and have volunteered to work on the holiday or their designated holiday.
  - 2) CCAs with the necessary skills, to the extent possible.
  - 3) Full time regular volunteer employees whose scheduled non-work day falls on the holiday and possesses the necessary skills, even though the payment of overtime is required, by seniority.
  - 4) Non-volunteer full time employees, on a rotating basis according to inverse seniority, regardless of whether eligible for premium pay or overtime.
- B. A carrier technician may be assigned to a vacant route on his/her string in the event that a full time regular is called in to work his/her non-scheduled day or designated holiday. If there is a dispute as to who should work which assignment, and there is not an open route on the utility string, the carrier receiving the overtime pay will be assigned as needed.
- C. Management shall be responsible for maintaining the records necessary for the administration for this provision.
- D. Carriers who have a minimum of eight (8) hours of approved annual leave, immediately preceding or following a holiday/designated holiday, will not be required to work as non-volunteers for that Holiday Schedule.

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

- A. The Overtime Desired Lists shall be by tour, if applicable, and section, which shall be designated as each Station, Branch or Annex.
- B. When a letter carrier successfully bids to another work location as enumerated above, he/she shall be allowed to enter their name on the overtime desired list if their name was properly on the Overtime Desired List at their previous work location.
- C. A carrier technician may be assigned to a vacant route on his/her string in the event that a full time regular is called in to work his /her non-scheduled day or designated holiday. If there is a dispute as to who should work which assignment and there is not an open route on the utility string, the carrier receiving the overtime pay will be assigned as needed.
- D. Recognizing that there may be significant operational issues in the future which could have an impact on carrier staffing and assignments, it is agreed that the Union and Management will meet, when needed, to determine mutually agreeable and easily managed methods to be used for city-wide flexibility in assigning overtime.

**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 METHODS 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. When a full time regular or part time flexible employee requests a light duty assignment, the Installation Head will be guided by Article 13 of the National Agreement. Careful consideration will be made to the medical restrictions of the employee and the needs of the Service. The parties understand that the assignments of letter carriers are changing due to the impacts of automation. 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 following duties may be considered for light duty:
  - 1) Routing or casing mail on employee's own route.
  - 2) Routing or casing on any other available routes when this can be accomplished without seriously affecting the production of the assignments.
  - 3) Rearranging and relabeling cases when operationally necessary.
  - 4) Checking, correcting, and sequencing mailing cards when operationally necessary.
  - 5) Other available duties which are operationally necessary, and within the employee's medical limitations.
  - 6) Job related limited duty assignments are governed by OWCP procedures.

**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. When is it proposed to reassign within an installation employees excess to the needs of a Section. Each station or branch shall be designated as a section.
- B. Whenever route adjustments are made that involve the surplus of a letter carrier route, all practical efforts will be made to surplus the assigned route of the junior carrier in that station, branch, annex or zone in the affected Unit.

**ITEM #19 THE ASSIGNMENT OF EMPLOYEE PARKING SPACES:**

- A. Subject to changes in space requirements, after official needs have been satisfied, the Installation Head will designate the remaining spaces available for employee parking.
- B. At the Main Post Office, letter carriers will be included in consideration for craft parking assignments. Parking ramp rules and regulations will apply.
- C. At most stations and branches, parking is on a first come first served basis. In those units without sufficient parking, continuous seniority will determine who gets the available craft spots.
- D. Governmental regulations regarding carpools, etc., could modify these provisions.
- E. Prior to effecting changes in the method of making parking assignments, including the addition of parking spaces, management will advise the NALC of such change.

**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:**

Refer to Item 8, Paragraph B, 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. ARTICLE 41, SECTION 1,A,5:
  - 1) No assignment will be posted due to changes in starting time.
- B. ARTICLE 41, SECTION 1,B,3:
  - 1) Refer to Item 22A.
- C. ARTICLE 41, SECTION 3.0:
  - 1) When a letter carrier route or full-time duty assignment, other than the letter carrier route(s) or full-time duty assignment(s) to the junior employee(s) is abolished at the delivery unit as a result of, but not limited to, route adjustments, highway, 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.
  - 2) In those delivery units which include more than one (1) Zip Code area, bidding in accordance with this method shall be restricted to the letter carriers within the affected postal station or branch. This in-section bidding shall continue through three (3) rounds if necessary.
  - 3) The parties signatory to this agreement are aware that changes in postal circumstances may dramatically impact letter carrier assignments. As such, it is agreed that prior to the implementation of Article 41, Section 3.0, Management and the Union will discuss appropriate options on a case by case basis.



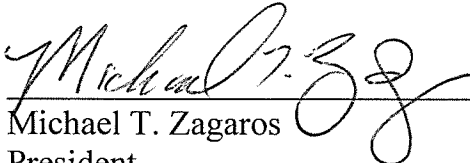
**ITEM #22 LOCAL IMPLEMENTATION OF THE NATIONAL AGREEMENT RELATING TO SENIORITY, REASSIGNMENTS AND POSTING:**

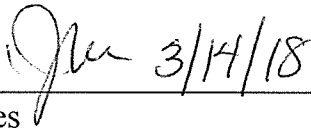
- A. All vacant Carrier Craft assignments not under consideration for reversion will be posted on the Wednesday beginning each 28 day bid cycle. Bidding will close at 12:00 midnight on the 10<sup>th</sup> calendar day following the posting date. An annual 28 day bid cycle calendar will be provided by the installation head (or designee) to each station and branch by December 1<sup>st</sup> for posting in a conspicuous location.
- B. Letter carriers may bid for Carrier Craft assignments using any one of these methods of bidding:
  - 1) Using the Telephone Bidding System at 1-800-222-2415 (or 1-800-520-0625 TDD). You will receive a verbal confirmation after each bid is accepted or withdrawn.
  - 2) Using kiosks or eJob Bidding by accessing Lite Blue (<http://liteblue.usps.gov>).
  - 3) Manual bids are accepted by Local Services only in the event an employee has been locked out of the system. If the manual bid method must be used, fax a completed bid form to Local Services at 612-349-4413.

Where several assignments are posted, a letter carrier may bid on all assignments indicating their preference.

- C. Bids must be received by midnight on the closing date of each bid cycle. If a bid is placed by fax, the employee must also submit the original bid form to Local Services as soon after as possible. Station management will provide a G-10 postage-paid envelope(s) for the purposes of submitting the original form(s).
- D. The effective dates for reassignments to routes shall be made at the start of the pay period following that bid cycle.
- E. 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.
- F. Both parties understand that there may be revisions to the above procedures due to technological changes in the bidding process.
- G. A copy of the Weekly Bulletins, Roster Changes and Employee Assignment Changes shall be sent to the President, Secretary, Financial Secretary and Shop Stewards of the Union.
- H. Management will furnish Branch 9 a complete and up to date carrier seniority roster every 12 months.
- I. Bids for temporary hold-downs (opting) must be submitted by 12:00PM (noon) Wednesday of the preceding week. Management must promptly post all unanticipated vacancies eligible for opt. The posting shall be in an obvious and noticeable location.

This Memorandum of Understanding is entered into on March 1, 2018 at Minneapolis, 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 2011 National Agreement with the National Association of Letter Carriers.

  
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Michael T. Zagaros  
President  
Branch 9, N.A.L.C.

  
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Will Jones  
Postmaster  
United States Postal Service