

# LOCAL MEMORANDUM OF UNDERSTANDING

## CHAMPLIN, 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 days with either fixed or rotating days off, management will attempt to maximize the number of fixed days off of Saturday and Sunday 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. Whenever inclement weather, floods, fires or other Acts of God exist, the Postmaster or designee will determine whether these conditions warrant the curtailment or termination of postal operations. The Postmaster or designee will consider service requirements, employees' welfare, and local conditions.
- B. When inclement weather develops before the carrier leaves for the route, the primary concerns of the Postmaster or designee shall be the delivery of the mail and the safety and health of the carriers.
- C. When on the route, and in the opinion of the carrier, conditions exist which constitute danger to his/her personal safety, the carrier shall call the post office for instructions as soon as possible.

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

- A. On the first work day in November management will post, in a conspicuous place an annual leave list showing each week of the leave year and a seniority list.
- B. When an employee is notified that it is their turn to make a vacation selection, he/she shall have a maximum of one work day to make their selection on the first round and a maximum of two work days on any subsequent rounds or the next senior person shall be eligible. Vacation choices signed for at one time must be consecutive weeks. Normally, employees cannot change a selected vacation during the bidding period. Employees are encouraged to have planned their vacation choices in advance so that the bidding process is not delayed.

- C. Vacation bidding will start no later than November 15<sup>th</sup> and shall end no later than December 31<sup>st</sup>.
- D. A carrier may relinquish vacation weeks in full week increments only. The leave must be relinquished at least two (2) weeks in advance of the starting date of the leave. 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. 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 the request.

If no employee bids this slot with one (1) week, the relinquished leave will become an unused slot. Unused slots will be guaranteed under incidental leave provisions if the carrier prior to Wednesday of the scheduled posting submits a Form 3971 in increments of eight (8) hours or more and a carrier has sufficient uncommitted annual leave at the time of the request.

- E. Funeral Leave
  - 1) For 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.
- F. 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.

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

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

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

- A. The employee's vacation shall begin on Sunday and continue through the following Saturday.

**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. Employees at their option may request three selections during the choice vacation period. During the months of June, July and August carriers may only bid up to a maximum of two consecutive weeks. Carriers may bid only one week during Thanksgiving week and one week during the first two weeks of December. Any other time of the leave year may be bid up to three consecutive weeks.
- B. No employees are allowed to bid for more weeks of annual leave (actual or projected) than they have 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 LWOP.

**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 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 Champlin 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 career 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 Saturday preceding the first Sunday in March
  - 2) Thirteen percent (13%) from the first Sunday in March through Saturday preceding Thanksgiving week.
  - 3) Nine percent (9%) from the Sunday preceding the Thanksgiving week to the end of the leave year.
- B. In applying the percentages any fraction over .50 will mean one additional employee, and any fraction of .50 or less will be dropped.
- 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 Champlin 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. All employees' names, entered by the supervisor on the annual leave list, on the week or weeks he/she selects, upon approval of management, shall be his/her notification of approval of choice vacation leave.

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

- A. The employer shall, no later than November 1, publicize on bulletin boards and by other appropriate means, the beginning date of the new leave year which shall begin with the first day of the first full pay period of the calendar year.

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

- A. Requests for incidental annual leave outside those called for in Item #4 must be submitted on PS 3971 no earlier than 60 (sixty) days in advance and will be granted on the first come, first served basis after service needs are met. It shall be the responsibility of the employee to request of the supervisor or Postmaster whether or not the application for annual leave has been approved or disapproved.
- B. Exceptions may be made since the U.S. Postal Service policy is to administer the leave on an equitable basis for all employees. Whenever a letter carrier has requested two or more Saturdays in a four week period or days continuous to two or more holidays, the supervisor will inform the 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" LIST IN ARTICLE 8 SHALL BE BY SECTION AND/OR TOUR:**

- A. Article 41, Section 1.C.4
  - 1) A full-time regular carrier called in to work a non-scheduled day shall work his/her full-time duty assignment provided there is a vacant route on the string to which the Utility or T-6 may be assigned. Otherwise, the carrier working on a non-scheduled day will be assigned where needed.

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

- A. 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:**

- A. 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 considered on an individual basis depending on physical condition, skills of the individual employee concerned and service needs.

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

- A. No language negotiated

**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.

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

- A. Article 41, Section 3.0
  - 1) When a letter carrier 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, highways, 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 Article 41.


**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, such bids must be initialed by the shop steward.
- C. 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.

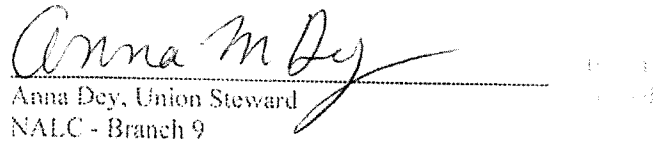
## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into on May 27, 2021 at Champlin, 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 2019 National Agreement with the National Association of Letter Carriers.

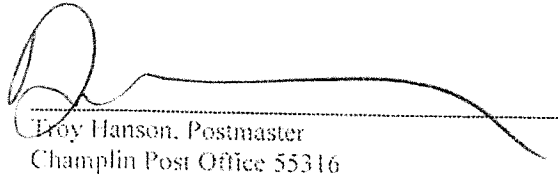
5/27/2021  
Month/Day/Year

  
JoAnn Gilbaugh, Executive Vice President  
NALC - Branch 9

5/28/2021  
Month/Day/Year

  
Anna Dey, Union Steward  
NALC - Branch 9

5/27/21  
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