

2019-2023

Memorandum of Understanding

Between

**National Association of Letter Carriers,
Branch 28**

And

United States Postal Service

Circle Pines, Minnesota

Circle Pines, Minnesota 55014

UNION RECOGNITION

The agreement reached herein through negotiations between Management and Branch 28, National Association of Letter Carriers, AFL/CIO, is entered into to implement Article XXX of the nationally negotiated working agreement of 2019 and constitutes a Memorandum of Understanding between the Circle Pines Post Office (management) and labor organization (Branch 28).

This Memorandum of Understanding covers all employees of the Circle Pines Post Office for which the National Association of Letter Carriers, AFL/CIO, has been recognized as the national exclusive bargaining representative at the national level, except those employees specifically excluded in Article 1, Section 2 of the National Working Agreement of September 20, 2019.

ARTICLE XXX

Local Implementation

Item 1

- A. Article VIII, Section 9, provides reasonable wash-up time for a letter carrier who performs dirty work
- B. It is the position of the US 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.

Item 2

All bid full-time carriers will be on a rotating basic work week schedule except those who have bid on a Monday through Friday basic work week. Reserve full-time regulars when on a route for 5 days or more will assume the non-scheduled days of the route to which they bid.

Item 3

- A. Community disasters such as fires, floods, or storms must be general rather than personal in scope, and must prevent groups of employees from working or reporting to work. The Circle Pines Postmaster will render the final judgment to curtail postal operations because of emergency conditions. Employees on annual leave, sick leave, or LWOP remain in such status. They are not entitled to emergency annual.
- B. The Branch President, or his designee, and the Postmaster, or his designee, will consult on any local emergency of the general nature.

Item 4

Signing for vacation for the duration of this Memorandum of Understanding will be as follows:

- A. By seniority the choice period selection will commence on January 1 and end January 31st. By Seniority the non-choice period selection will commence on July 1 and end July 31st.
- B. Seniority for selection of choice and non-choice periods shall be determined from date of employee's appointment as a carrier in Circle Pines Post Office.
- C. (Upon completion of first round of leave selection, the second round shall commence on a first come first served basis.) The second round shall end two (2) weeks from start date of second round. A verbal announcement shall be made by management indicating start of second round.
- D. There will be two bidding cycles. Choice period followed by second round. Non-choice period followed by second round. Employees may select up to two choices in each first round. Second round will be one selection of one week.

Item 5

Choice periods shall consist of May, June, July, and August. Non-choice shall consist of January through April and September through December.

Item 6

- A. Annual leave periods will commence on Monday and end on Saturday for full-time carriers.
- B. Annual leave period will commence on Monday and end on Sunday for part-time flexible carriers and City Carrier Assistants (CCA's).

Item 7

- A. Vacations may be taken consecutively or on a split basis, per the National Contract.
- B. No employee shall be allowed to bid more annual leave, actual or projected, than he or she has available for the leave year.
- C. PTF's and City Carrier Assistants (CCA's) must have earned enough hours to cover their bids by the time their vacation starts.

Item 8

- A. Elected delegates and alternates to State and National Conventions shall sign for the convention period if there is an opening. Those delegates whose seniority does not allow them to sign within the quota will be allowed to attend outside the quota. Alternate delegates who have not signed up for the convention period within the quota must make written application to the installation head for leave outside the quota. For official Union conventions of less than five days, the delegate will be required to take only the days necessary to attend the convention. The Circle Pines office will use every means to allow employees designated by Branch 28 to attend training seminars.

Item 9

- A. During the choice period, there will be 12% of the Full-time Regular, Part-time Flexible and City Carrier Assistants off. When the fraction exceeds 50% the number will be the next whole number. During the non-choice period there will be two (2) carriers off except for the last week in December in which only one carrier will be granted leave.
- B. Applications for annual leave shall be made on Form 3971 in duplicate. A signed and dated copy shall be returned to applicant. A form 1547 shall also be completed by applicant indicating selected dates or stating none if so desired.
- C. All leave selections may be cancelled by written notice to Postmaster and on form 3971, stating leave relinquished no later than fifteen (15) days prior to the first day of Annual Leave selection. These canceled selections shall be posted for five (5) days. Such canceled selections during choice and non-choice periods shall be in one week increments. Successful bidders will be deciding by seniority, starting with carrier junior to the employee relinquishing the leave time.
- D. No carrier shall have their scheduled choice or non-choice leave canceled because of unexpected absences, even if it is necessary to pay overtime in order for them to have annual leave.
- E. Trading of Annual Leave selections amongst letter carriers will not be allowed.

Item 10

- A. After signing for vacation, the employee will be advised in writing before the vacation list is passed to the next carrier, if the time requested has been refused, provided the carrier has signed within the quota for the quota for that week.
- B. The vacation list will not be held more than one day (24 hours) except for sickness or death in the family. If the Senior employee is unprepared to sign within that time, the list

will be passed to the next Senior person until the Senior person is prepared to sign for periods remaining.

Item 11

- A. A bulletin from the installation head shall be posted in November to inform all employees of the beginning of the leave year.

Item 12

- A. During all leave periods, management agreed to make every reasonable effort to grant additional leave when conditions permit and are consistent with the needs of the service.
- B. Short term annual leave requests shall be submitted no earlier than sixty (60) days in advance of requested leave dates. (Start at requested day and count back 60 days.) No carrier shall be allowed more than two (2) Saturday selections in any one month. If an additional Saturday is available it may be applied for not more than six (6) working days in advance.

Item 13

- A. The pecking order for the holiday work schedule will be:
 - 1. Part-time flexibles.
 - 2. Full-time volunteers selected by seniority (Seniority of employees on over-time and those on premium pay is merged together for this category.)
 - 4. City Carrier Assistants.
 - 5. Non-volunteers who will be working on their non-scheduled day selected by inverse seniority. (Select the most junior person first.)
 - 6. Non-volunteers who will be working on their holiday, selected by inverse seniority. (Select the most junior person first.)

Item 14

Carriers on the over-time desired list will be called in by sections only. If a carrier is called in to fill a vacancy outside his section, except a reserve letter carrier, it should be at the option of the regular carrier.

Item 15

- A. Every request for light duty received from an ill or injured employee will be given full consideration. Ordinarily, management shall consult with the President of Branch 28, NALC, or his designee, before light duty assignments are made.

Item 17

- A. Light duty assignments will be as follows:

1. Duties as assigned by management. Light duty hours are not guaranteed, but are at the discretion of management, pursuant to Article 13 of the National Agreement.
2. Normal carrier assignments which the ill or injured employee may be able to perform.

Item 18

- A. As provided in Article XIII, Section 5.C.4.a, of the 1994 National Agreement, the identification of assignments comprising a section shall be as follows:

Circle Pines

Item 19

- A. In the event that parking of private vehicles at a station must be assigned because of insufficient parking, space allocated to the letter carrier craft must be assigned on the basis of seniority. This list will be updated every six months.

Item 22

1. Posting in accordance with the National Agreement will govern this local Memorandum of Understanding.
2. Seniority will be in accordance with the National Agreement in this local Memorandum of Understanding.
 - B1. Full-time reserve letter carriers, and any unassigned full-time letter carriers whose duty assignment has been eliminated in the particular delivery unit, may exercise their preference by use of their seniority for available craft duty assignments of anticipated duration of five days or more in the delivery unit within their bid assignment areas, except where the local past practice provides for a shorter period. Five days meaning starts on Monday, same as A/L.
 - B2. Part-time flexible letter carriers may exercise their preference by use of *their seniority for vacation scheduling and for available full-time craft duty assignments of anticipated duration of five days or more in the delivery unit to which they are assigned.*
 - B3. A letter carrier who, pursuant to changes made, has selected a craft duty assignment by exercise of seniority, shall work that duty assignment for its duration.
 - C. Reserve regular positions will be posted by station, and all regular employees may bid in writing to the Postmaster for assignment to the

station of their choice, and according to seniority, will be assigned to that station.

- D. All regular work force employees will be allowed to trade days off provided there is mutual consent of all parties concerned and the change is approved on PS Form 3189, Request for Temporary Schedule Change for Personal Convenience.

Section 3 Seniority

Reserve full-time regulars will assume the non-scheduled days of the route on which they bid. All reserve regulars will be on vacant routes in the station that they have bid info. If no route is available on the above terms, the reserve regulars in the station will be assigned vacant routes within the station on a seniority basis with the first opportunity going to the senior reserve carrier.

Supplementary

Section 1

Vehicles shall be assigned to the same route each day, as far as practicable.

Section 2

No letter carrier shall be required to deliver or collect mail in any building or area which is being evacuated because of a bomb threat.

Section 3

- A. A letter carrier's sick leave record shall not be judged solely by any minimum balance.
- B. Except in those cases where an employee becomes ill or injure while on duty, requests for unexpected sick leave must be made by calling his immediate supervisor as soon as possible before his scheduled starting time.

Section 4

Working off the clock, supervisors shall not require, nor permit employees to work off the clock.

Section 5 Safety & Health

- A. A notice stating current regulations an employee must follow, in reporting and securing medical treatment for accidents, injury or dog bite, including employee choice of health services, shall be posted in a prominent place in all sections of the installation.

It will be the responsibility of the employee to make sure that a CA-1 or a CA-2A is filled out as soon as possible. The supervisor will make the forms available.

- A. A letter carrier's safety shall be of the utmost concern. No letter carrier shall be required to enter any premises which, after investigation, reveals circumstances that might result in bodily harm.

Section 6

- A. When a regular carrier is called in on their off-day to work their own route, they bump the utility carrier to one of the other four routes on the string. The bumped carrier will be allowed to displace an employee who has opted to cover an assignment under the provisions of Article XL1, Section 2B3, 4 & 4 as long as such route is one of the utility carriers string of routes and if none of the routes in his string are available.

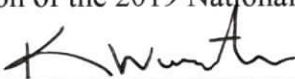
Section 7 Labor Management Meeting

- A. The installation head shall meet with appropriate representative of Branch 28 in the Labor Management meeting as needed at a time and date mutually agreed upon by both parties. Branch 28 may have two representatives at each meeting, one of who shall be on the clock.
- B. Matters of mutual concern taken up at a labor management meeting will be incorporated into the minutes of that meeting. A copy of such minutes will be furnished to the President of Branch 28, and to each station steward who will post it on the carrier bulletin board.
- C. It is agreed that agenda items for discussion at the meeting shall be exchanged by the President of Branch 28, or his designee, at least 24 hours before the scheduled meeting. Items not placed on such agenda shall be discussed only by mutual consent of the parties.


Section 8

- A. A bulletin board for use of carriers shall be provided by Management in each letter carrier station. A station steward will be responsible for maintaining the bulletin board.

This Memorandum of Understanding is entered on May 12, 2021, at the Circle Pines, Minnesota, between the representatives of the United States Postal Service and the designated agent of Branch 28, National Association of Letter Carriers, AFL/CIO pursuant to the local implementation provision of the 2019 National Agreement.



Postmaster, Kathy Wurster
United States Postal Service
Circle Pines, Minnesota

 5-12-2021

President, Joel Malkush
National Association of Letter Carriers
Branch 28, Labor Organization