



2019-2023

Memorandum of Understanding

Between

National Association of Letter Carriers,
Branch 28

And

United States Postal Service

Hastings, Minnesota

**ARTICLE 1
UNION RECOGNITION**

- A. The agreement reached herein through negotiation between Management and Branch 28, The National Association of Letter Carriers, AFL/CIO, are entered into to implement Article XXX o the nationally negotiated working agreement of 2019 and constitutes a Memorandum of Understanding between the Hastings Post Office (Management) and Labor Organization (Branch 28)
- B. This Memorandum of Understanding covers all employees of the Hastings 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 2019 through 2023.

**ARTICLE XXX
LOCAL IMPLEMENTATION**

Item 1

- A. Article VIII, Section 9 provides reasonable wash-up time for a letter carrier that performs dirty work.
- B. It is the position of the US Postal Service that any letter carrier 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 five (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 Hastings 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

- A. The period for signing for 1st choice vacation will be December 1st through the last day of February.
- B. All first and second choice bids will be by seniority as long as the bids are submitted within the time frame outlined in this article. First and second choice bidding will be done in rounds. A round will consist of the number of employees allowed on vacation each week. The first round will be given three working days (not including Sundays and Holidays) to submit their bids. The second round will be given two working days. (example: for three days, if you receive your bid on Monday regardless of the time of day, you would

have until the end of your tour of duty on Wednesday to submit your bid.) A schedule of due dates by rounds will be posted on November 15th or the first working day thereafter. Carriers will know well in advance when their bids will be due and regardless of days off or unscheduled sick leave, they should be able to submit it within the time frame allowed to them. It may be necessary to submit it early (although it would be held until their turn was up in order to maintain the posted schedule) or to mail, or to bring it in, or by phone. As choices fill up, carriers will want to cover themselves with multiple bids numbered by choice. It is important to submit bids in a timely manner to ensure your choice by seniority. If not submitted on time, all bids received on time will be honored as allowed and the person or persons who are late will move into the net round maintaining their seniority over that round and so on until submitted.

- C. Any open vacation slots can be signed for on a first-come, first-served basis.
- D. Choice vacation period will be January 1st through November 30th. Non-choice vacation period will be December 1st through December 31st.
- E. During the choice vacation period, a minimum of two (2) or 12.75% of the workforce including Full-time Regulars, Part-time Flexibles and City Carrier Assistants, will be allowed annual leave each day. The number of employees will be rounded off (.49 will be rounded down and .50 will round up) when the percentage is used. During non-choice time, there will be one employee allowed annual leave each day.
- F. Vacations may be cancelled by an employee 14 days prior to the first day of vacation by written notice to the Postmaster. All cancelled annual leave will be indicated on the calendar and posted by the time clock with seniority beginning with the person junior to the last person that filled that vacation slot.
- G. All short-term annual leave requests will be granted or denied five days in advance if there is no open slot. If there is an open slot, an annual leave slip must be submitted 36 hours before the start of the requested annual leave.
- H. For Saturdays only, you can only have two 3971's submitted at any one time.

Item 6

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

Item 7

- A. First round vacations may be taken consecutively or on a split basis. Second round choices may not exceed the hours the carrier will earn that year.
- B. 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

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 Hastings Post Office will use every means to allow employees designated by Branch 28 to attend training seminars.

Item 10

After signing for vacation, the employee will be advised in writing as notified.

Item 11

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. Unscheduled annual leave or short-term annual leave may be granted on the first-come, first-serve basis, dependent on the availability or replacement help.

Item 13

A. The holiday work schedule will be:

1. Part-time Flexibles
2. City Carrier Assistants (CCA)
3. Full-time volunteers selected by seniority – (Seniority of employees on overtime and those on premium pay is merged together for this category.)
4. PTF non-volunteers will be working on their non-scheduled day selected by inverse seniority. (Select the most junior person first.)
5. Non-volunteers will be working on their holiday, selected by inverse seniority. (Select the most junior person first.)

Item 14

Carriers on the overtime 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. Section is defined as the Hastings area.

Item 15

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

Light duty assignments will be as follows:

1. Normal carrier assignments, which the ill or injured employee may be able to perform as assigned by the Postmaster or Supervisor Customer Service.

Item 19

In the event there is insufficient parking at a station and parking must be assigned, spaces allocated to the letter carrier craft must be assigned on the basis of seniority. This list will be updated every six months.

Item 21

SECTION 1 Sick Leave

- 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 injured 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, stating if it is work related or not.

SECTION 3 Safety and Health

- A. A notice stating current regulations an employee must follow, in reporting and securing medical treatment for accident, 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 CA-2 is filled out as soon as possible. The Supervisor will make the forms available.
- B. A letter carrier's safety shall be of utmost concern. No letter carrier shall be required to enter any premises, which after investigation reveals circumstances that result in bodily harm.
- C. Vehicles shall be assigned to the same route each day, as far as practicable.
- D. 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 4 Overtime

- A. Regularly assigned letter carriers who re required to work on their non-scheduled day shall be assigned to their own route, displacing the T-6, provided work is available in their string of routes, or other work at the option of the T-6.

SECTION 5 Representation

A. Labor Management Meeting

1. The installation head shall meet with appropriate representatives of Branch 28 in the Labor Management meeting once a month at a time and date mutually agreed upon by both parties. Branch 28 may have three representatives at each meeting, one of whom shall be on the clock.

2. 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.
3. 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 6 Bulletin Boards

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

SECTION 7

Management will post a tentative City Carrier Assistant work schedule by Saturday for the following week.

SECTION 8

Management will, when practical, post overtime for route and time before carrier returns from street.

Item 22

SECTION 1 Reassignments

The Branch President and/or Branch Secretary shall be notified thirty (30) days, whenever possible prior to reassignment of excess employees under Article XII, Section 5.C.4.a, of the National Agreement.

SECTION 2 Posting

- A. An application, supplied by the Hastings Post Office will be used for requesting assignments. In instances where several assignments are posted, a letter carrier may bid for as many assignments as are posted, station his preference; such as first choice, second choice, etc.
- B. Letter carriers applying for an assignment shall make a sealed bid in writing to the Supervisor Customer Service of the installation during the period for which the notice is posted. Bids must be postmarked or round-dated on or before closing date.
- C. All full-time carrier assignments shall be posted for fifteen (15) days. Each posting will include the type of route, right-hand or left-hand drive vehicle, hours of employment, and non-work days.
- D. The senior applicant for a vacant assignment shall be placed in the new assignment within fifteen (15) days of the closing of bids unless on leave; except that during the month of December he shall be placed in the new assignment on the first workday of the first pay period in January.
- E. Successful bidders for posted vacant assignments shall accept the non-work days that accompany the new assignment.
- F. T-6 assignment vacancies are to be posted and bid for in the same manner and subject to the same provisions as provided in the Article of this Memorandum of Understanding.

- G. A copy of all notices advertising routes for bid will be sent to designated stewards of Branch 28.
- H. No assignment shall be posted because of a change in starting time or in non-scheduled days.
- I. The regular carrier assigned will hold exclusive rights to the district. If 50% or more of the duties or territory is changed, the carrier will have the option of retaining which portion he or she desires.
- J. Any bid can be withdrawn on or before the closing date in writing and must be postmarked or round dated before bids close.
- K. Unassigned full-time carries may bid on duty assignments posted for bids by employees in the craft. If employees do not bid or they do not possess current bids, they may be assigned to vacant duty assignments for which there was no senior bidder. When there is no bid the assignment of an unassigned full-time carrier shall be by inverse seniority (juniority). Reserve regulars are not unassigned full-time carriers and may not be moved from their bid assignment. When there is more than one vacancy and there are no bids, the junior unassigned full-time carriers being assigned to these vacancies may select their individual assignments by seniority.
- L. When a letter carrier route or full-time duty assignment, other than the letter carrier route(s) for 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 duty assignments at the 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.
- M. It will be the responsibility of the Postal Service to determine the number of City Carrier Assistants and reserve regulars that are needed at every station including the pool.

Article XLI Section – National Agreement

- 1. Full-time reserve letter carriers, an any unassigned full-time letter carriers whose duty assignment has been eliminated in the particular delivery unit, may exercise their preference by use of the seniority for available craft duty assignments of anticipated duration of five (5) days or more in the delivery unit within their bid assignment areas, except where the local past practice provides for a shorter period.
- 2. City Carrier Assistants (CCA) 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 (5) days or more in the delivery unit to which they are assigned.
- 3. A letter carrier who, pursuant to sub-sections 1 and 2 above, has selected a craft duty assignment by exercise of seniority shall work that duty assignment for its duration.
- N. Reserve regular positions will be posted by station and all regular employees may bid in writing to the Supervisor Customer Service for an assignment to the station of their choice, and, according to seniority, will be assigned to that station.
- O. 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

Reserve full-time regulars will assume the non-scheduled days of the route on which they bid. All reserve regulars will bid on vacant routes in the station that they have bid into. 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.

This Memorandum of Understanding is entered on May 25, 2021 at Hastings, Minnesota between Representative 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.



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