



**LOCAL MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**NATIONAL ASSOCIATION OF LETTER  
CARRIERS BRANCH 28**

**AND**

**UNITED STATES POSTAL SERVICE  
ROSEMOUNT, MINNESOTA**

**2019-2023**

**ARTICLE 30 LOCAL MEMORANDUM OF UNDERSTANDING  
ROSEMOUNT, MINNESOTA**

**ITEM 1: ADDITIONAL OR LONGER WASHUP PERIODS:**

Each letter carrier will be granted reasonable wash-up time before lunch.

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

All letter carrier routes in the Rosemount Post Office shall be on a rotating days off schedule.

**ITEM 3: GUIDELINES FOR CURTAILMENT OR TERMINATION OF POSTAL OPERATIONS TO CONFORM TO ORDERS OF LOCAL AUTHORITIES OR AS LOCAL CONDITIONS WARRANT BECAUSE OF EMERGENCY CONDITIONS:**

The Postmaster, or designee, will consult with the NALC representative concerning curtailment, or termination, of operations due to:

- A. Snow.
- B. Extremely cold weather.
- C. Civil disorders.
- D. Act of God.
- E. On the advice of local authorities.
- F. Bomb threat.

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

- A. Management shall notify all carriers by the first full pay period of the new calendar year of the beginning and ending dates of the period for making selections during the choice vacation period.
- B. The Leave Bank shall be passed beginning the first full week of February throughout the carrier workforce by seniority, and each carrier will indicate his or her selection for the choice period in the book. The carrier will have the leave book no more than four (4) days before returning to the supervisor. Each carrier will submit, following final selection of his or her choice vacation period(s), PS 3971 in duplicate, filling in all applicable items.

- C. Carriers who become ill while on annual leave may request the annual leave be changed to sick leave. The carrier will be allowed to have another selection of available leave during the choice period.
- D. Cancellation shall be allowed by whole week only in serious situations. Employees will submit an original and two copies of PS 3971 requesting cancellation. Upon approval of cancellation the Union Steward will be notified in writing and such vacation slot shall be posted as available.
- E. No carrier will be called in to work while on annual leave unless the carrier has agreed and notified management in writing prior to vacation of availability for work on their normal schedule day off.
- F. Military leave will not count as part of a carrier's selections for the choice vacation period.
- G. Management will post the leave chart as soon as it has been completed and post any changes as they occur.
- H. City Carrier Assistants (CCA's) are considered employees and shall be included in choice and other than choice vacation periods by use of relative seniority. PTF's and City Carrier Assistants (CCA's) must have enough hours to cover their bids by the time their vacation starts.

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

The choice vacation period shall begin with the first full week of May and continue for a period of 30 weeks ending the last full week of November.

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

Letter carriers will start their vacation during the choice vacation period on a Sunday.

ITEM 7: WHETHER EMPLOYEES, AT THEIR OPTION, MAY REQUEST TWO SELECTIONS DURING THE CHOICE VACATION PERIOD IN UNITS OF EITHER 5 OR 10 DAYS:

Letter carriers, at their option, may request one (1) or two (2) selections during the choice vacation period in units of either five (5) or ten (10) or fifteen (15) days; total not to exceed ten (10) or fifteen (15) days on the first choice, in accordance with Article 10.3.D.

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

Jury duty and attendance of National or State Conventions shall not count as an employee's choice vacation selection.

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

- A. The maximum number of employees allowed off during choice vacation period is 14%.
- B. We will round up whenever the percent reached under A, is .1% or greater.

ITEM 10: THE ISSUANCE OF OFFICIAL NOTICES, TO EACH EMPLOYEE, OF THE VACATION SCHEDULE APPROVED FOR SUCH EMPLOYEE:

- A. Each carrier will submit, following final selection of his or her choice (and non-choice, where applicable) vacation period(s), PS 3971 in duplicate, filling in all applicable items. A copy, signed by the responsible supervisor, will be returned to each carrier within three (3) working days and serve as official notice. If PS 3971 is not returned within the prescribed time, such vacation will be automatically approved.
- B. Management will post the leave chart as soon as all choice vacation selections have been completed and post any changes as they occur.

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

The Employer shall, no later than November 1<sup>st</sup>, 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 in accordance with Article 10.4.A.

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

- A. Employee shall submit PS 3971, in duplicate, to the designated supervisor.
- B. If more than one request for the same vacation time is received on the same day; seniority will be the determining factor in granting leave.

ITEM 13: THE METHOD OF SELECTING EMPLOYEES TO WORK ON A HOLIDAY:

- A. Two weeks prior to the Wednesday preceding the work of holiday, management will announce and post a notice, (for 10 days), soliciting volunteers to work their holiday or designated holiday.
1. Employees who wish to work on the holiday, or scheduled holiday must sign the posted notice during the 10 days it is posted.
  2. Any employee on approved absence may call management to volunteer to work. Employee will sign notice upon returning to work.
- B. Management will select carriers to work on holidays in the following order:
1. City Carrier Assistants (CCA's).
  2. Part-Time Flexibles
  3. Full-time regulars who volunteer to work on their non-scheduled day – by seniority.
  4. Full-time regulars who volunteer to work on their holiday or day designation as a holiday – by seniority.
  5. Full-time regulars who did not volunteer on what would otherwise be their non-scheduled day – by inverse seniority.
  6. All other non-volunteer full-time regulars – be inverse seniority.

ITEM 14: WHETHER “OVERTIME DESIRED” LIST IN ARTICLE 8 SHALL BE BY SECTION AND/OR TOUR:

The OTDL will be by section, with all city carriers considered in the same section.

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

The installation head, or designee, after consultation with NALC Representative, shall determine the temporary or permanent light duty assignments with the NALC craft.

ITEM 16: THE METHOD USED IN RESERVING LIGHT DUTY ASSIGNMENTS SO THAT NO REGULARLY ASSIGNED MEMBER OF THE REGULAR WORK FORCE IS ADVERSELY AFFECTED.

The installation head, or designee, will consult with NALC Representative to ensure no regular member of the work force is adversely affected by any light duty assignment created under this agreement.

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

- A. The installation head, or designee, shall consult with the NALC Representative to determine which assignments, if any, will be considered light duty assignments.
- B. Possible light duty assignments within the station, for letter carriers, may include but are not limited to:
  - 1. Assisting routes by setting up mail
  - 2. Marking up forwardable mail
  - 3. Relabeling carrier cases
  - 4. Rewriting carrier route books
  - 5. Coverage of suitable collections
  - 6. Labeling the inside of apartment boxes.
  - 7. Training new employees when, in fact, training is done at the station level by a craft employee.

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:

All assignments within this installation shall be considered one section.

ITEM 19: THE ASSIGNMENT OF EMPLOYEE PARKING SPACES:

Employees will park in the employee parking lot on a first come, first service 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:

Leave granted to attend union activities should not be considered part of an employee's choice vacation selection.

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

- A. Two 10-minute breaks will be allowed when working an 8-hour assignment.
- B. Break times for a part-time flexible letter carrier who works only a portion of a day performing carrier duties will be implemented on a pro-rata basis. The pro-rata basis will involve four equal segments of 2 hours each in the 8-hour day. Accordingly, a part-time flexible carrier who works 2 hours performing carrier duties is entitled to a 5-minute break; 4 hours carrier work would provide a 10-minute break; 6 hours carrier work would provide one 10-minute break and one 5-minute break; and 8 hours carrier work entitles the carrier to two 10-minute breaks.
- C. At carriers option breaks may be taken in the Post Office or on the street.
- D. Carriers working up to ten (10) hours will be granted an additional five (5) minute break at the end of eight (8) hours. If working up to twelve (12) hours, carriers will be granted an additional ten (10) minute break at the end of eight hours.
- E. When a letter carrier route of full-time duty assignment, other than the letter carrier route(s) or full-time duty assignments(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 that unit held by letter carriers who are junior to the carrier(s) whose route(s) or full-time duty assignments(s) was abolished shall be posted for bid in accordance with the posting procedures in Article 41.3.O.

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

- A. Posting for bids shall be in compliance with the National Agreement.
- B. The length a duty assignment shall be posted is 10 days.
- C. No assignment shall be posted for bid because of a change in starting time or in non-scheduled days.
- D. A full-time regular carrier called in to work on a non-scheduled day shall work his or her full-time duty assignment provided there is a vacant route on the string to which the T-6 carrier may be assigned. Otherwise, the carrier working on a non-scheduled day will be assigned where needed.


RE: Signing Overtime Lists


Employees who transfer from another installation or are converted to Full-time Regular following the overtime list signup period, shall have seven (7) days to place their names on either the overtime desired list or work assignment list if they choose.

This Memorandum of Understanding is entered on May 5, 2021 at Rosemount, Minnesota, between the 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 2016 National Agreement.

Authorized Management Representative  
United State Postal Service  
Rosemount, MN.

Authorized Union Representative  
Nat'l Association of Letter Carriers  
Branch 28, Labor Organization

  
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Zachariah Kelley                      5/5/2021  
Postmaster                                      Date

  
\_\_\_\_\_  
Joel Malkush                                      5-5-2021  
President Branch 28                                      Date