



# 2019-2023

# Memorandum of Understanding Between

# National Association of Letter Carriers, Branch 28

And

United States Postal Service South St. Paul, Minnesota

# Memorandum of Understanding

Pursuant to Article XXX of the National Agreement, "This Memorandum of Understanding is entered on May 25, 2021 at South St. Paul Minnesota between the representatives of the United States Postal Service and the National Association of Letter Carriers Branch 28, pursuant to the local Implementation provisions of the 2019 National Agreement.

Item #1	Wash Up Period
Item #2	Work Week
Item #3	Emergency Conditions
Item #4	Local Leave Program
Item #5	Duration of Choice Vacation Period
Item #6	Beginning of Employees Vacation
Item #7	Whether Employees at Their Option May Request Two Selections During the Choice Vacation Period, In Units of Either 5 or 10 Days.
Item #8	Whether Jury Duty and Attendance at National or State Conventions Shall be Charged to the Choice Vacation Period.
Item #9	Determination of the Maximum Number of Employees Who Shall Receive Leave Each Week During the Choice Vacation Period.
Item#10	The Issuance of Official Notices to Each Employee of the Vacation Schedule Approved for Such Employee.
Item #11	Determination of the Date and Means of 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.
Item #13	The Method of Selecting Employees to Work on a Holiday.
Item #14	Whether "Overtime Desired" Lists in Article VIII Shall be by Section and/or Tour.
Item #15-17	Light Duty Assignments.
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.

Item #19 **Parking** 

The Determination as to Whether Annual Leave to Attend Union Activities Item #20

Requested Prior to Determination of the Choice Vacation Schedule is to be

Part of the Total Choice Vacation Plan.

other items which are subject to local negotiations. Item #21

Local Implementation of This Agreement Relating to Seniority, Item#22

Reassignments and Posting.

**RE: Signing Overtime Lists** 

Joel Malkush President, Branch 28 **NALC** 

St. Paul Minnesota

Chris S. Foslid Postmaster **USPS** 

South St. Paul, Minnesota

ArticleVIII Section 9 provides reasonable wash-up time for a letter carrier who performs dirty work.

#### **ITEM #2**

The letter carrier crafts shall remain on a rotating non-scheduled day.

#### **ITEM #3**

Disasters must be general in nature. The South St. Paul Postmaster or designee will render the final judgment to curtail postal operations because of emergency conditions.

#### **ITEM #4**

#### LOCAL LEAVE PROGRAM:

- A. Bidding will begin the first full week in December.
- 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.
- C. First and second choice bidding will be done in rounds. A round will consist of the number of employees allowed on vacation each week. Each round will be given two (2) working days (not including Sundays and Holidays) to submit their bids. For example, 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. The next round would get their bids on Thursday which would be due on Saturday, and so on.
- D. A schedule of bidding dates by rounds will be posted on November 15, or the first working day thereafter next to the vacation board. Carriers will know in advance when their bid time will be and regardless of the days off or unscheduled sick leave, they should be able to submit it within the time frames 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 bring it in. 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 will be 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 to the next round, maintaining their seniority over that round and so on until submitted.
- E. Regular carriers can only bid for the number of total weeks that they have coming for the year, during the first and second choice periods. For example, an employee that earns 120 hours may only sign up for three (3) weeks, and employees that earn 160 hours may only sign up for four (4) weeks, and an employee that earns 208 hours may only sign up for five (5) weeks. Regular carriers must have enough vacation hours to cover their bid by the time their vacation starts. PTF's and City Carrier Assistants (CCA's) must have earned enough hours to cover their bids by the time their vacation start. Each round we will allow bids up to three (3) weeks, which may be split once, not to exceed 3, 4 or 5 week allowances.

- F. It is the responsibility of every carrier to manage their vacation time and have enough hours to cover the weeks they request on first and second choice. For example, you would need 48 hours to cover a long week (six days) vacation choice and only 32 hours to hold a short week (four days) or holiday week. You cannot block a forty hour week off without having forty hours to cover that week when vacation begins.
- G. Second choice bids will be immediately after first choice bidding is completed and will follow the same bidding procedure.
- H. Deadlines for all first and second choice will be two (2) days after the schedule of second choice bids are done.
- I. All weekly Annual Leave being turned back in must be relinquished in writing by the close of your shift on Friday, at least 10 days prior to the beginning of the vacation week. If not you must use the entire vacation period. The minimum number of hours that can be worked and still hold down the week is 16 hours (2 eight hour days). No relinquishing of Annual Leave during the two choice bidding periods.
- J. Relinquished Annual Leave shall be posted immediately for three (3) days and awarded as follows: week long rebids are by seniority, when a person is awarded a bid he/she must use the entire bid. This procedure only applies to rebids.
- K. Exchange of Annual Leave shall not be permitted.
- L. Requests for emergency leave will be determined by the merits of each individual case.
- M. Except in those cases where an employee becomes ill or injured while on duty, the policy for requests for unexpected sick leave must be made by giving the Post Office a reasonable advance notice of reporting time (approximately 1 hour).

The choice vacation period will be year round.

#### **ITEM #6**

The beginning of an employee's vacation shall be Monday, and ending midnight Sunday.

#### **ITEM #7**

It is agreed that two (2) selections will be allowed al employees, not to exceed the 10 and 15 day criteria. Selections of two (2) way splits must be made at the same time of submission. Splits must be in weekly increments.

The delegates to the National and State Conventions will be charged to the number of employees off on vacation. The South St. Paul Post Office will use every means to allow employees designated by Branch 28 to attend seminars. Employees who exercise their two (2) week military camp, will be charged to the number of employees off on Annual Leave, provided said military leave is scheduled prior to vacation bidding.

#### **ITEM #9**

The number of employees off on Annual Leave will be 12% (6% Christmas Week). The number of employees will be rounded off (.49 will round down and .50 will round up). The number of Full-time Regulars, Part-time Flexibles and City Carrier Assistants on the roles when the yearly schedule for bidding dates is posted on November 15, or the first working day thereafter, will be used to establish the percentages.

#### **ITEM #10**

Carriers will be given a copy of their approved PS Form 3971, advising them of their approved Annual Leave.

#### **ITEM #11**

A bulletin from the Postmaster shall be posted by November 15, or the first working day thereafter, to inform all employees of the beginning of the leave year.

#### **ITEM #12**

ANNUAL LEAVE OTHER THAN  $1^{\rm ST}$  &  $2^{\rm ND}$  CHOICE WILL BE CLASSIFIED AS OTHER.

- A. Requests for other Annual Leave at least 10 days in advance will be guaranteed on a first come first serve basis if there is a vacation slot available when requested by the employee. Annual Leave requested less than 10 days in advance will not be guaranteed. One (1) week has precedent over less than one (1) week. No guaranteed Annual Leave (8 hours or less) on Monday Holiday schedule days. (Saturday being the day off)
- B. Units of less than eight (8) hours (short term) will be on a first come first serve basis and will not be considered in the percent (allowed number) off on Annual Leave. Short term Annual Leave is not guaranteed.
- C. All requests for Annual Leave must be submitted in writing on PS Form 3971 noting date and time which will be considered if a tie breaker is needed.
- D. Carriers may only have three (3) guaranteed bids of less than one (1) week on the board at any one time.

## THE HOLIDAY WORK SCHEDULE IS AS FOLLOWS:

- 1. Part time flexible employees.
- 2. Full time volunteers selected by seniority (Seniority of non-scheduled employees (Overtime) and those on their designated holiday (premium pay) is merged together for this category.)
- 3. City Carrier Assistants (CCA)
- 4. Non-volunteers that will be working on their holiday selected by inverse seniority.
- 5. Non-volunteers that will be working on their non-scheduled day selected in inverse seniority.

## **ITEM #14**

Carriers on the Overtime Desired List will be called by section. Section is defined as all positions in South St. Paul / Inver Grove Heights Postal Delivery Area.

#### ITEM #15-17

Every request for light duty received from an ill/injured employee will be given full consideration. Light Duty work could be any normal carrier work which the ill/injured employee may be able to perform. This must be consistent with Article 13 of the National Agreement.

#### **ITEM #18**

The duty section shall be comprised of all letter carriers in South St. Paul / Inver Grove Heights delivery area. (55075, 55076, 55077)

#### **ITEM #19**

All excess parking will be prorated among the crafts working in South St. Paul. The spaces allotted for the carrier craft will be used on a first come first serve basis.

#### **ITEM #20**

The Union will notify management in writing as to the dates to block out spots on the vacation board to attend Union Conventions and other functions. Before first choice bidding begins, if dates are available.

#### **ITEM #21**

Carriers who exercise their rights under Article 41, Section 2B, 3, 4 when bidding on a five (5) day hold down, carriers must have their bids in by close of business Wednesday prior to the vacation. Bidding will be by seniority over choices.

#### **ITEM #22**

See Article 41 of the National Agreement.

# **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.