



**LOCAL MEMORANDUM
OF UNDERSTANDING**

BETWEEN

NALC BRANCH 28, ST PAUL

AND

STILLWATER POST OFFICE

55082

2019-2023

ARTICLE XXX
LOCAL IMPLEMENTATION

- ITEM 1.** Employees who perform dirty work or work with toxic materials shall be granted a reasonable amount of wash-up time by the Postmaster of his designee.
- ITEM 2.** All bid full-time carriers will be on a rotating days off schedule.
- ITEM 3.** The decision for curtailment or termination of postal Operations to conform to the orders of local authorities, or as local conditions warrant because of emergency conditions, shall be made by the installation head or designee. When the decision has been reached to curtail Postal Operations, to the extent possible, management will consult with local union officials, notify and seek the cooperation of local radio and television stations to inform employees.
- ITEM 4.** Signing up for annual leave for the duration of this Memorandum of Understanding will be as follows:
- A.** The period for signing for vacation will commence on the first full week in December and be completed by the end of the second week in February.
 - B.** Letter carriers, defined as Full-time, Part-time Flexibles (PTF), City Carrier Assistants (CCA) or any other bargaining unit carrier, may sign for choice and non-choice at the same time.
 - C.** No letter carrier will hold the vacation list longer than one full carrying day. Those not scheduled shall make prior written arrangements indicating their choices.
 - D.** The vacation list will be passed around twice within the sign-up period.
 - E.** After the vacation list has been passed around the second time, it will be posted for all letter carriers to see.
 - F.** After the second round, letter carriers may sign for choice and non-choice vacation in five (5) day increments or more, on a first come, first served basis, through the end of the 2nd week in February.
 - G.** After the regular vacation sign-up and before the thirty (30) day period, whole weeks of annual leave will be granted if there is a vacant vacation period available.

- H.** In the event of an emergency, a vacation period can be canceled upon written request and approval from the Postmaster or his designee. Upon approval of a cancellation, the Shop Steward will be notified immediately and said vacation will be posted and shall be made available to those carriers junior to the canceling carrier. A carrier may cancel in one increments.
- I.** Every possible consideration for appropriate leave shall be given to employees in situations of personal emergency for additional time. A request must be made to the Postmaster for such considerations.
- J.** All Vacation in excess of 440 hours will be signed for.
- K.** It is each employee's responsibility to ensure that they have a sufficient number of annual leave hours to cover all annual leave requested. If the employee does not have sufficient annual leave to cover the entire time off requested, the consideration of LWOP will be accordance with ELM Section 513.2.

ITEM 5. VACATION PERIOD

- A.** The vacation period will be from the first full week of March to the end of the last week containing days of the following February.
- B.** The choice period will be from the beginning of the first full week of April to the end of the last full week of November.
- C.** During the choice period there will be three (3) letter carriers off each week. In addition, ten (10) more weekly slots will be designated jointly by management and the union ahead of the sign-up period that will be available during June, July, and August. An additional six (6) slots will be designated jointly by management and the union ahead of the sign-up period that will be available from the first full week of March to the end of the last week containing days of the following February.
- D.** During the non-choice period, there will be two (2) letter carriers off each week.

ITEM 6. Annual leave period will commence on Monday and end on Sunday.

ITEM 7. Career employees shall be assigned vacation on a seniority basis. Vacation may be taken consecutively or on a split basis, in units of five (5), ten (10), or fifteen (15) days, such as three (3) weeks in a row or split, one (1) and two (2) weeks, or two (2) and one (1) week, or one (1) and one (1) and one (1) week, in accordance with the number of hours the employee will earn.

ITEM 8.

- A.** The Post Office will use every means to allow up to one (1) employee designated by Branch 28 to attend State and National Conventions. It is understood Branch 28 will give one week or more advance notice.
- B.** An employee who is called for jury duty during his or her scheduled choice vacation period or when he or she is scheduled for jury duty, will not be charted to prime time. Such employee may choose another selection for week of prime time from the weeks available. Employees on court duty leave (at the carrier's option) may be scheduled for a Monday thru Friday basic work week.

ITEM 10. Duplicate copies of PS Form 3971 shall be submitted to management for each choice or non-choice vacation selection for each carrier. A copy signed by the responsible supervisor will be returned to each carrier within seventy-two (72) hours.

ITEM 12.

- A.** The choice period will be from the beginning of the first full week of April of the end of the last full week of November.
- B.** Letter Carriers may request short-term annual leave requested not more than 30 days in advance or fewer than 7 days will be granted if an opening is available within the quota. First come, first served will take precedence on short-term annual leave. All 3971's must be round-dated and initialed by management with the date and time of submission.
- C.** Short-term annual leave cannot be requested more than thirty (30) calendar days in advance.
 - 1. Approval or denial of the request for annual leave will be given with three (3) calendar days from the submission of the request to Management.
 - 2. The schedule will be posted in two week increments.

ITEM 13. THE HOLIDAY WORK SCHEDULE WILL BE:

- A.** CCA's utilized to the maximum extent possible, even if the payment of overtime is required.
- B.** Part-time flexibles used to the maximum extent possible, even if the payment of overtime is required.

- C.** Short-term annual leave cannot be requested more than thirty (30) calendar days in advance.
- D.** Non-volunteers that will be working on their non-scheduled day selected by inverse seniority. (Select the most junior person first.)
- E.** Non-volunteers that will be working their Holiday, selected by inverse seniority. (Select the most junior person first.)
- F.** To the extent possible, career employees who have vacation either choice or non-choice, immediately preceding and/or following holidays or designated holidays, will not be required to work that holiday. However, if they desire, employees may advise supervisor in writing of their availability to work that holiday.

ITEM 15. Light-duty assignments will be as follows:

Normal carrier assignments which the ill or injured employee may be able to perform.

ITEM 18. For purposes of applying Article 12 and overtime assignments, the entire installation shall be considered a section.

ITEM 19. Employee's parking will be designated by the Postmaster and posted.

ITEM 21. Carrier Break Times

- A.** Carriers working up to ten (10) hours will be granted in addition.
- B.** Five (5) minute break at the end of eight (8) hours. If working up to twelve (12) hours, carriers will be granted an additional five (5) minute break at the end of ten (10) hours.

ITEM 22.

- A.** Article 41, Section 3.0 will govern the assignment of all letter carriers that have lost their duty assignments.
- B.** 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 may be assigned. Otherwise the carrier working on a nonscheduled day will be assigned where needed.
- C.** All Full-time carrier assignments shall be posted for 10 consecutive days. Each posting will include the type of route, right-hand or left-hand drive vehicle, hours of employment and non-work days.

- D. Letter carriers applying for an assignment shall make a sealed bid in writing to the installation head during the period for which the notice is posted.
- E. Any bid can be withdrawn on or before the closing date.
- F. Successful bidders for posted vacant assignments shall be on seniority basis.
- G. The senior applicant for a vacant assignment shall be placed in the new assignment within fifteen (15) days of the closing of the bids, unless on leave, except during the month of December, when he or she shall be placed in the new assignment on the first work day of the first pay period in January.
- H. The regular carrier assigned will hold exclusive rights to the district.
- I. A T-6 Utility Carrier may be assigned to a vacant route on his/her string in the event that a full-time regular carrier is scheduled to work his/her non-scheduled day, or holiday. If there is not an open route on the utility string, the regular carrier will be assigned as needed. (Individuals on a 'hold-down' pursuant to Article 41.2.B.3.4.5 cannot be bumped from their assignment for purposes of creating a vacancy on the string.) PTF's, RR's or Unassigned Regulars can be bumped if they are not on a hold-down.
- J. If fifty (50) percent or more of the territory is changed, the route will be considered abolished.

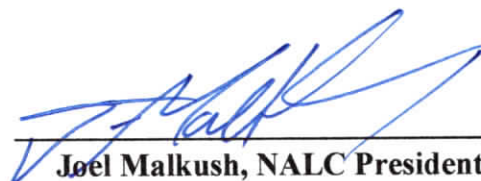
THIS MEMORANDUM OF UNDERSTANDING IS ENTERED ON MAY 25, 2021 AT STILLWATER, MN 55082 BETWEEN THE REPRESENTATIVE OF THE UNITED STATES POSTAL SERVICE AND THE DESIGNATED AGENT OF BRANCH 28, NATIONAL ASSOCIATION OF LETTER CARRIERS, AFL/CIO, PURSUANT TO THE LOCAL IMPLEMENTATION PROVISION OF THE 2019 NATIONAL AGREEMENT.

**AUTHORIZED MANAGEMENT
REPRESENTATIVE
UNITED STATES POSTAL SERVICE
STILLWATER, MN 55082-9998**

**AUTHORIZED UNION
REPRESENTATIVE – BRANCH 28
NATIONAL ASSOCIATION OF
LETTER CARRIERS**



Connie Cirkel, OIC/Postmaster



Joel Malkush, NALC President

5-27-21

Date

5-27-21

Date