

AGREEMENT BETWEEN USPS AND NALC BRANCH 114 MERGED (Silver Bay, MN Station)

The undersigned parties do hereby agree that the current Local Memorandum of Understanding shall remain in full force and effect through May 22nd, 2026 (the expiration of the 2023-2026 National Agreement)



For the NALC



For the USPS

June 16th, 2025

May 21st, 2023 – May 22nd, 2026

Local Memorandum of Understanding

Between

United States Postal Service

Silver Bay, Minnesota

and

Zenith Branch #114 Merged

National Association of Letter Carriers

AFL-CIO

Duluth, MN

ARTICLE 30, ITEM 1

WASH-UP

It is acknowledged by the parties that all city letter carriers working within the Silver Bay Post Office perform dirty work in the office and on the street. Each letter carrier will be granted 5 minutes for wash-up after casing the route and prior to delivering on the street. Each letter carrier will also be granted 5 minutes for wash-up after returning to the office from the street.

ARTICLE 30, ITEM 2

WORK SCHEDULES

Letter carriers in the Silver Bay Post Office will be granted non-schedule workdays on a rotating basis following the guidelines below:

In week 1 of the pay period:

- A. Route 1401: Friday and Sunday
- B. Route 1402: Saturday and Sunday

In week 2 of the pay period:

- A. Route 1401: Saturday and Sunday
- B. Route 1402: Monday and Sunday

The parties mutually agree to revisit Article 30, Item 2 (Work Schedules) at each subsequent negotiation of this Local Memorandum of Understanding (LMOU).

ARTICLE 30, ITEM 3

EMERGENCY CONDITION GUIDELINES

GUIDELINES FOR EMERGENCY CONDITIONS:

Whenever an emergency condition exists, i.e. extreme weather conditions, hazardous driving, bomb threats, etc., the Installation Head will review, where possible, appropriate Federal, State, and Local Governmental recommendations and directives.

Letter carriers shall not be required to attempt delivery during periods of inclement weather of such severity that civil authorities (DOT, Mayor) consider road travel hazardous and have advised the public (by radio, television, or other media) not to travel public streets or highways. Carriers questioning whether the facility is open should call the USPS hotline at 1-888-363-7462.

Prior to taking action to curtail the mail, Local Management will notify the Branch President and Shop Steward in each affected unit of its decision and plan of implementation immediately after taking action to reduce the level of service.

Procedures to be followed when the Installation Head has decided to curtail or terminate delivery services after the carriers have left on routes:

1. In the event that wireless technology is used for scanners, management will notify carriers directly that they should curtail delivery.
2. The following Cold Weather Guidelines will be utilized.

COLD WEATHER GUIDELINES:

In the past, carriers and managers in this city have been faced with the decision of how to handle mail delivery on days when severe weather conditions have existed. The following is a cold weather guideline.

1. Wind and temperature data will be obtained **by Management** from the National Weather Service **via Station SLVM5 in Silver Bay at the start of carrier's shift.**
2. Management will be responsible for determining what action should be taken and for informing all employees of the decision made.
3. Management will inform the media if delivery is to be curtailed.
4. Each carrier is responsible for following the instructions given for modification of delivery.

If the wind-chill factor is -25 to -49 below

1. All carriers should be given a verbal reminder to dress warmly and protect themselves from extreme cold.
2. Remind carriers to dress in layers.
3. Delivery of mail may be modified to reduce the risk of cold weather injuries to include modifications of park and loop and walk out routes so carriers will not be subjected to long periods of time in extreme cold.
4. **Allow carriers the option to case standard mail**
5. Leave the office early for extra breaks.
6. Break down loops – add park points.
7. Vehicles will NOT be allowed to run if unattended.

If the wind-chill factor is -50 below or colder

The safety and health of the carrier must be considered during exposure to the extreme danger when frost bite can occur in less than 30 seconds. Carriers may deliver business areas, central delivery points, mounted deliveries, and parcels that can be served without jeopardizing their health.

EXTREME HEAT GUIDELINES:

1. Management shall provide training to all carriers prior to working in extreme conditions on recognizing the signs and symptoms of heat-related illnesses such as heat stroke and heat exhaustion; the causes and risk factors of heat-related illnesses and prevention; and the proper procedures and first aid for responding to symptoms, reporting any signs or symptoms immediately, and procedures for contacting emergency personnel if necessary. Training shall also include proper hydration, use of shade, and taking rest breaks.
2. Management shall have an emergency action plan for heat related emergencies to include what procedures to follow when a carrier has symptoms consistent with a heat related illness, contacting emergency personnel, monitoring weather reports and responding to heat advisories, and how to monitor and encourage proper hydration and permit rest breaks.
3. Management shall check on carriers during periods of extreme heat and whenever a heat advisory is issued to ensure that they are hydrated, making use of shade and rest breaks, and not experiencing symptoms of heat-related illness. A buddy system should also be implemented so carriers can check on each other.

LIGHTNING SAFETY GUIDELINES:

1. Management shall provide training to all carriers prior to working in extreme conditions where lightning may be present to understand the risks, characteristics and precautions necessary to minimize the hazard. This training shall include what to avoid during severe weather such as being the tallest object in an area, hilltops, open areas, water, surfaces and metal objects that can conduct electricity, and not sheltering in sheds, covered porches or other structures which do not provide adequate protection. Training shall also include when to seek shelter and when to continue mail delivery.
2. Management shall have an emergency action plan for lightning safety protocol to include monitoring NOAA weather reports for approaching severe weather including lightning, indicate how letter carriers are notified of warnings such as through a text on the scanner, identify locations of safe shelters through the use of route maps, sheltering in vehicles, and what action to take when hearing thunder and/or seeing lightning.

AIR QUALITY GUIDELINES:

1. Management shall provide training to all carriers prior to working in extreme conditions when air quality alert's have been issued, including where and when to seek relief, who is most at risk, and when to use NIOSH approved N-95 masks. This training shall remind those with heart or lung disease to be most careful, remind carriers of the benefits of wearing a NIOSH approved N-95 mask, remind carriers to take extra breaks in smoke-free areas.
2. Management shall have an air quality action plan to include frequently monitoring air quality conditions in the area by visiting Environmental Protection Agency (EPA) [US Fire and Smoke Map](#) or the Minnesota health department's air quality website at pca.state.mn.us and if levels rise to air quality index of 151-200 to take extra breaks in smoke -free areas; index of 201-300 carriers with heart or lung disease to return to office, wear approved masks and take breaks; index of 301-500 all carriers should return to office.

ARTICLE 30, ITEM 4

LOCAL LEAVE PROGRAM

- 1. Date of Notification for Making Choice Vacation Period Selections**
Management shall notify all carriers by November 1st of the beginning and ending dates of the period for making selections during the choice vacation period.
- 2. Method for Making Choice Vacation Selections**
Leave forms will be distributed to all carriers so they may indicate their first, second, and third preferences for their selection during the choice vacation period.
- 3. Method for Making Non-Choice Leave Selections During the Choice Vacation Leave Selection Period**
After all choice vacation leave selections have been made, leave forms will be distributed so that each carrier may indicate his/her selection(s) for non-choice leave that falls during the choice vacation leave selection period.
- 4. Ill During Vacation**
Carriers who become ill while on annual leave during the choice vacation period shall be allowed to have another selection during the choice vacation period.
- 5. Re-posting of Cancellations**
All cancellations shall be re-posted as soon as management is notified of the cancellation.
- 6. Exchanging of Leave**
There shall be no exchanging of leave.
- 7. Transferring with Leave**
Any carrier transferring from one station to another will be granted his or her annual leave as previously scheduled in the station from which the carrier transferred. Article 10, Section 4.D requires "All advance commitments for granting annual leave must be honored except in serious emergency situations".
- 8. Vacation Call-In**
No carrier will be called in to work while on annual leave.
- 9. Military Leave**
Military leave will not count as part of a carrier's selection(s) for the choice vacation period, nor will it count against the minimum number of carriers allowed off on annual leave during the choice vacation period.
- 10. FMLA Leave**
Annual leave taken under the provisions of the Family and Medical Leave Act will not count as part of a carrier's selections for choice vacation period, nor will it count against the minimum number of carriers allowed off on annual leave.
- 11. Posting of Scheduling**
Management will post the leave chart as soon as possible after it has been completed.
- 12. Number of Carriers Off During Non-Choice Period**
In the Silver Bay Post Office, there shall be no minimum amount of letter carriers (including CCAs) allowed off during the non-choice vacation period from December 1st through December 31st.

ARTICLE 30, ITEM 5

DURATION OF CHOICE VACATION PERIOD

The choice vacation period shall begin on January 1st and end on November 30th.

ARTICLE 30, ITEM 6

BEGINNING DAY OF AN EMPLOYEE'S VACATION PERIOD

The leave week during the choice vacation period shall begin on Monday and end on Saturday.

ARTICLE 30, ITEM 7

SELECTIONS DURING CHOICE VACATION PERIOD

1. Letter carriers, at their option, may request one (1) or two (2) selections during the choice vacation period in units of either five (5), ten (10), or fifteen (15) days; **total not to exceed 10 or 15 days on their first choice, in accordance with leave earned annually.**
2. There will be two rounds of bidding for the choice vacation. The first round will begin November 1st and end November 15th. Bids must be submitted within seven (7) days of reaching the employee on the seniority list. Bids will be awarded on a seniority basis. In the first round, carriers may choose up to two (2) full weeks, consecutive or split. Carriers may not pick two **split (non-consecutive) weeks** with major holidays in the first round.
3. Second round bids will begin November 16th and end November 30th. The second round bids will follow the same procedures as the first round, except that carriers may choose up to three (3) full weeks, consecutive or split.

ARTICLE 30, ITEM 8

JURY DUTY AND CONVENTIONS

Jury Duty will not be considered as part of the minimum number of carriers allowed off on annual leave during the choice vacation period.

Attendance at union conventions or assemblies shall not be charged as a vacation selection. At the beginning of each year when the convention week has been determined, sufficient slots for all eligible delegates shall be withheld for the appropriate week.

ARTICLE 30, ITEM 9

NUMBER OF EMPLOYEES ON LEAVE DURING CHOICE VACATION

There shall be a minimum of 1 letter carrier (including city carrier assistants) granted annual leave each week during the choice vacation period.

ARTICLE 30, ITEM 10

ISSUANCE OF APPROVED VACATION LEAVE

Each carrier craft employee will submit, following final selection of his or her choice (and non-choice, where applicable) vacation period(s), PS Form 3971 in duplicate, filling in all applicable items. A copy, signed by the supervisor responsible, will be returned to each carrier craft employee within three (3) days.

ARTICLE 30, ITEM 11

DATES & MEANS TO NOTIFY EMPLOYEES OF A NEW LEAVE YEAR

Branch #114 shall notify management of the Silver Bay Post Office of the beginning date of the new leave year. Management shall post a notice on all employee bulletin boards to notify letter carriers within 2 weeks of the notification but no later than November 1st of each year.

ARTICLE 30, ITEM 12

OTHER ANNUAL LEAVE

1. There shall be no minimum amount of letter carriers (including city carrier assistants) granted annual leave during the non-choice vacation period from December 1st through December 31st.
2. Carriers may request no more than three (3) Fridays or Saturdays of incidental leave in a single leave year.
3. Annual leave requests made outside the choice vacation selection period should not extend past the last pay period of the fiscal year when requested in advance so as to not circumvent the choice vacation selection period.
4. Carriers requesting other annual leave must submit PS Form 3971 not less than 1500 the Tuesday preceding the week of requested leave. Station supervisors will indicate on the PS form 3971 the date and time it was submitted. Management must reply within 3 days following submission of PS form 3971 or the leave is automatically approved.
5. Other annual leave shall be granted on a first-come, first-served basis. For requests made on the same day at the same time, seniority will be the determining factor for approval.
6. All requests shall be approved by management as long as there is a slot available on the calendar and the carrier has accrued enough leave at the time of the request to cover the date(s) requested.

ARTICLE 30, ITEM 13

HOLIDAY PECKING ORDER

The following list will guide management in scheduling employees to work on holidays or days designated as their holiday:

- 1. Part-Time Flexible Employees**
- 2. CCA's**
- 3. Full-time and part-time regular employees who have volunteered to work on the holiday or day designated as their holiday.**
- 4. Full-time and part-time regular employees who have not volunteered to work on the holiday or day designated as their holiday where selection shall be on a juniority basis.**

ARTICLE 30, ITEM 14

OVERTIME DESIRED LIST

The Silver Bay Post Office will have an overtime desired list defined for that station only. A letter carrier desiring overtime should request such in writing in the two (2) weeks prior to the start of a quarter.

ARTICLE 30, ITEMS 15-17

LIGHT DUTY ASSIGNMENTS

- 1. There shall be established by the Employer one (1) position, consisting of four (4) hours, which shall be designated as a light duty assignment for letter carriers within the Silver Bay Post Office.**
- 2. The Postmaster of the Silver Bay Post Office shall make every effort to employ letter carriers within the Silver Bay Post Office prior to employing city letter carriers within other stations.**
- 3. It is agreed that light duty assignments within the station, for letter carriers, may include but not be limited to:**
 - a. Assisting routes by setting up mail**
 - b. Marking up forwardable mail**
 - c. Relabeling carrier cases**
 - d. Updating carrier route books**
 - e. Coverage of suitable collection routes**
 - f. Labelling inside of apartment boxes**
 - g. Training new employees**
- 4. The parties mutually acknowledge that a "light duty" assignment is any assignment within the physical capability of an employee who is temporarily or permanently incapable of performing his or her normal duties as a result of illness or injury.**

ARTICLE 30, ITEMS 18, 22

REASSIGNMENTS WITHIN A SECTION

It is agreed that the Silver Bay Post Office shall be known as an installation for reassignment purposes.

ARTICLE 30, ITEM 20

UNION ACTIVITIES PER CHOICE VACATION

Annual leave to attend union activities requested at any time will not be a part of the total choice vacation period.

ARTICLE 30, ITEMS 21-22

NATIONAL AGREEMENT PROVISIONS SUBJECT TO LOCAL NEGOTIATIONS

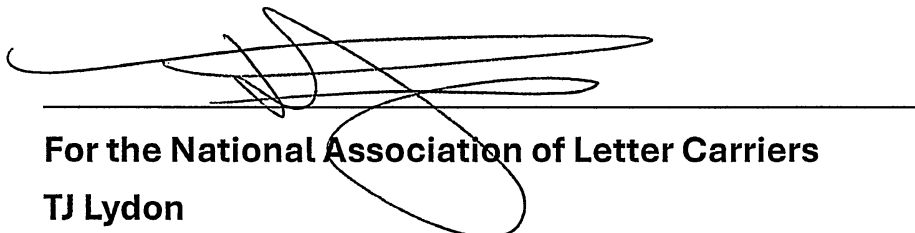
When a letter carrier route or a full-time duty assignment other than the letter carrier route(s) or a full-time duty assignment(s) of the junior employee(s) is abolished at a delivery unit as a result of, but not limited to, route adjustment, highways, housing projects, all routes and full-time duty assignments at that unit held by letter carriers who are junior to the carrier(s) whose route(s) or full-time duty assignment(s) was abolished shall be posted for bid in accordance with the posting procedures in this article.

This Memorandum of Understanding is entered into on June 16th, 2025 at Silver Bay, Minnesota, between the representatives of the United States Postal Service and the designated agent of the National Association of Letter Carriers, Zenith Branch 114 Merged, Duluth, Minnesota, and is to remain in effect for as long as the 2023-2026 National Agreement is in effect.



For the United States Postal Service
Daniel Hoffman
Postmaster of Silver Bay, MN

6/16/25
Dated



For the National Association of Letter Carriers
TJ Lydon
President of NALC Branch #114 Duluth, MN merged

6/16/25
Dated