

**Local Memorandum of Understanding
between
United States Postal Service
Duluth, MN
and
Zenith Branch #114
National Association of Letter Carriers
AFL-CIO
Duluth, MN**

Table of Contents

ITEM 1: Wash up

ITEM 2: Work schedules

ITEM 3: Guidelines for emergency conditions

ITEMS 4-12, 20: Annual leave

ITEM 13: Methods of selecting employees to work on designated holidays

ITEM 14: Overtime desired lists

ITEMS 15-17: Light duty

ITEM 18: Reassignments

ITEM 21: Labor-Management meetings

ITEM 21: Bulletin boards

ITEM 22: Postings

ITEM 22: Separability

Signature page

ARTICLE 30, ITEM 1

WASH-UP:

Each letter carrier will be granted **up to** 5 minutes for wash-up after casing the route and prior to delivering on the street. Every letter carrier will also be granted **up to** 5 minutes for wash-up after returning to the office from the street.

ARTICLE 30, ITEM 2

WORK SCHEDULES:

1. Carriers on duty assignments which have prescribed duties of eight (8) hours within nine (9), six days a week, shall be on a rotating schedule of days off, with the following exceptions:

Those presently on a Monday through Friday work week shall not have the work week changed without prior consultation with the UNION and the employee involved.

2. Mutual swaps between carriers in the same string will be allowed, providing such requests are submitted in writing, attesting that it is at the carrier's request and for their convenience. Arrangements must be made by the Wednesday of the preceding week and approved by the supervisor.

3.a. A full-time regular carrier called into 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 Utility Technician (formerly T-6) may be assigned. To enable the Utility Technician to achieve the essence of their bid assignment, he/she will be allowed to displace the junior employee who has opted to cover an assignment under the provisions of Article 41, Section 2.B.3, 4 & 5, as long as such route is one of the Utility Technician's string of routes and if none of the other routes in her/his string are available. Otherwise the carrier working on a non-schedule day will be assigned where needed.

b. A full-time regular Utility Technician called in to work on a non-scheduled day shall have the option of working any assignment on their string which is vacant (not covered by an opt "hold down"). If one of the routes is covered by an opt of a **junior employee** the Utility Technician will be allowed to displace **the junior employee** not on a hold down first and then a **junior employee** on a hold down.

c. Carriers on a temporarily vacant higher level assignment in accordance with Article 25 of the National Agreement cannot be "bumped" off the string.

d. In order to allow the Utility Technician to achieve the essence of their bid assignment, he/she will follow the schedule assigned to his/her specific string of routes.

ARTICLE 30, ITEM 3

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. Management will make every reasonable attempt to contact local radio and television stations, requesting them to announce instructions to carriers, and also requesting the public to convey the message to all carriers.
2. In the event that wireless technology is used for scanners, management will notify carriers directly that they should curtail delivery.
3. 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 from the National Weather Service **at Duluth International Airport 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. Provide vehicles for walk out routes.
8. 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.

ARTICLE 30, ITEMS 4-12, 20

LOCAL LEAVE PROGRAM CHOICE VACATION PROCESS:

1. The choice vacation period shall coincide with the LEAVE YEAR and shall begin with the first day of the first full pay period of the calendar year and end with the last day of the last full pay period of the leave year. An NALC designee shall be in charge of all selections and oversee the leave calendar.

The number of career city letter carriers employed on November 1st of each year will be used to determine the number of carriers off for the following leave year. Any percentage .1% or greater will be rounded up.

2.a. Management will notify employees by November 1 in writing, via notices on bulletin boards, time clocks, and by stand-up talks, that first round choice vacation selection must be turned in by November 10 for the purpose of securing that choice vacation selection; and that second round choice vacation selection must be turned in by November 20 for the purpose of securing that selection. Requests will be granted on a citywide, seniority basis.

b. Carriers may submit up to twelve (12) alternate choices for their first and second round selections in the event weeks fill up. All approved requests will then be submitted on PS Form 3971 in duplicate.

c. Consistent with local leave policy, the Union and Management will work to make accommodation for any transfer/mutual exchange employee who has preapproved leave documentation from their former installation.

3. The leave week during the choice vacation period shall be Sunday through Saturday, *excluding the following exceptions.* The leave week during the Minnesota Firearms Deer Season shall be either Saturday through Friday or Sunday through Saturday and must be signified in writing at the time of selection.

The week preceding the start of Minnesota Firearms Deer Season will have a certain number of variable slots based on the percentages found on page 10. For 2002, there will be five (5) slots with a regular Sunday through Saturday leave week and four (4) slots with a Saturday through FRIDAY leave week.

4. The following represents the number of annual leave slots for the time periods of the leave year with separate leave books at Mt. Royal and Main Offices:

a. Thirteen and one-half (13.5%) of the career city carrier work force assigned to Mt. Royal Station and twelve and one-half (12.5%) of the city carrier work force assigned to the Main Office shall be allowed off for Memorial Day week and the week preceding Memorial Day week, plus June, July, and August, through Labor Day week. These same percentages will be allowed off for the weeks in February and April which are assigned as vacation weeks by the ISD #709 Duluth School System.

b. Ten percent (10%) of the career city carrier work force assigned to Mt. Royal Station and ten percent (10%) of the career city carrier work force assigned to the Main Office shall be allowed off for the weeks beginning with the last Sunday in April up to the last Sunday in October, excluding those in "a" above.

In addition, ten percent (10%) of the career city carrier work force at Mt. Royal Station and ten percent (10%) of the career city carrier work force at the Main Office shall be allowed off for the following seven weeks:

- The week before Easter Sunday
- The week including Easter Sunday
- The TWO weeks of Minnesota Firearms Deer Season
- Thanksgiving Day week
- Christmas Day week
- New Year's Day week

c. Six and one-half percent (6.5%) of the career city carrier work force at Mt. Royal Station and six and one-half percent (6.5%) of the career city carrier work force at the Main Office shall be allowed off for the remaining weeks in the leave year.

5.a. Career City Letter Carriers at Mt. Royal Station will be allowed one, two, or three (1, 2, or 3) consecutive weeks on the first round and Career City Letter Carriers at the Main Office will be allowed one, two, or three (1, 2, or 3) consecutive weeks on the first round as outlined in Article 10, Section 3 of the National Agreement. Selection will be granted at Mt. Royal Station and Main Office by seniority separately by office as of November 1st.

b. Carriers who have not selected their maximum (two or three weeks per Article 10, Section 3 of the National Agreement) on the first round, may select, at their option, up to their maximum on the second round.

c. Following the two rounds of choice bidding, all remaining vacation slots (as enumerated in #4) will now be considered non-choice and will be open for request as outlined in #6 following.

NON-CHOICE ANNUAL LEAVE PROCESS:

6.a. Requests for full weeks only will begin November 21st and end November 30th. Requests will be granted by seniority at each office separately (Mt. Royal and Main Office).

In this round, carriers may choose week increments, consecutive or non-consecutive. This choice, added to selections in Rounds 1 and 2, cannot exceed the total of each carrier's yearly earned leave.

b. Requests for single days (day-to-day) of up to five (5) days will begin on December 1st and end on December 10th. Requests will be granted separately at each office (Mt. Royal and Main Office) by seniority. City Letter Carriers will be allowed to bid only what they have earned for the year.

c. Further requests for annual leave may be turned in, no sooner than six (6) months in advance, and will be prioritized on a first-come, first-served basis, after the choice and non-choice process (four rounds) described previously.

Week increment leave may be requested in a continuous, multi-week period, the first day of the period being no more than six (6) months in advance. Cancellation of the leading week(s) in the multi-week period negates the entire request for leave.

d. All annual leave requests for the remaining allotted slots in item #4 will be honored provided they are received by management prior to 0900 Wednesday preceding the posting of the following week's schedule. Carriers requesting "incidental" annual leave must submit three (3) copies PS Form 3971 to a supervisor during regular business hours between the hours of 7:00 and 3:30, Monday through Saturday. Station supervisors will indicate on the PS Form 3971 the date and time it was submitted and give the copy of receipt to the carrier. Leave will be granted on a first-come, first-served basis. Seniority will be the determining factor in the event of a tie. Management will reply to the request within four (4) working days following submission of PS Form 3971 or the leave is automatically approved. Annual leave requests in excess of allotted slots will be on the "stand-by" annual leave request list pending cancellations (see #7 following), or may be granted based on the needs of the service. Annual leave requested after 0900 Wednesday, also may be granted, based on the needs of the service.

VACATION CANCELLATIONS:

7.a. Any cancellation of all or part of a scheduled selection must be in full week increments, submitted in writing by 0900 the Monday preceding the week to be cancelled. The same applies for a scheduled single day (day-to-day). All cancellations must be submitted on PS Form 3971 and signed by a steward and a supervisor with recorded date and time.

b. The cancelled week or day will be offered to the first carrier on the "stand-by" annual leave request list (see #6.d.). The offer will be made to the second carrier on the list who qualifies if refused by the first and so on. (Utilization of this section during June, July, and August will be limited to one week per carrier per leave year.) Simultaneous bids will be granted by seniority.

c. Cancelled leave will be noted on the annual leave calendar at each station as soon as it becomes available.

d. A copy of PS Form 3971, signed by the responsible supervisor, will be returned to each carrier.

OTHER LEAVE:

8.a. Military leave and Jury Duty leave will not count as part of a carrier's selections for the leave year, nor will it count against the branch's quota for the leave year.

b. Attendance at State/National Union Conventions/Seminars shall not be charged as a vacation selection. At the beginning of the choice vacation process, when the Convention dates have been determined, sufficient slots for all eligible delegates shall be withheld from the number of allotted slots for the appropriate dates.

9. Reasonable variations may be made on the above provisions, provided they are consistent with the National Agreement, the desires of the employee, the needs of the Service and they are approved in advance by the local NALC President or designee.

CCA LEAVE PROGRAM CHOICE VACATION PROCESS:

1. The choice vacation period for City Carrier Assistants (CCAs) shall coincide with the LEAVE YEAR and shall begin with the first day of the first full pay period of the calendar year and end with the last day of the last full pay period of the leave year. An NALC designee shall be in charge of all selections and oversee the leave calendar. *The number of CCA's actively employed on November 1st of each year will be used to determine the number of carriers off for the following leave year. Any percentage .1% or greater will be rounded up.*

2.a. Management will notify employees by November 1 in writing, via notices on bulletin boards, time clocks, and by stand-up talks, that first round choice vacation selection must be turned in by November 10 for the purpose of securing that choice vacation selection; and that second round choice vacation selection must be turned in between November 12 and November 22nd for the purpose of securing that selection. Requests will be granted on a citywide, relative standing basis.

b. CCAs can submit up to Fifteen (15) alternate choices for their first and second round selections in the event weeks and single days fill up. All approved requests will then be submitted, by the carrier, to management, on PS Form 3971 in duplicate.

c. *Consistent with local leave policy, the Union and Management will work to make accommodation for any transfer/mutual exchange employee who has preapproved leave documentation from their former installation.*

d. Leave taken as a CCA who is then converted stays on the CCA leave board and will be honored at the office at which the CCA is stationed, taking in to account that a newly converted CCA is unable to take leave within the first 90 days.

e. IF a CCA begins an approved weekly increment period without sufficient leave (40 hours) he/she must cancel any leave, in a full day increment, that they are short.

3. The leave week during the choice vacation period shall be Saturday through Friday. Requests for whole week periods taken during the first round of CCA annual leave will be of a duration of seven (7) total days to include five (5) days of annual leave and two (2) non-scheduled days.

4. The following represents the number of annual leave slots for the time periods of the leave year: Seven and one-half (7½) % of the CCA work force during all weeks with a minimum of one slot being made available for each week.

5. CCAs can take a maximum of two (2) full weeks during the first round of bidding excluding the penalty OT exclusion period.

6. Following the first round of choice bidding, all remaining vacation slots (as enumerated in #4) will now be considered open for second round bidding.

7. Second Round bidding: Requests for single days (day-to-day) of up to five (5) days will begin on Nov 12th through the 22nd.

NON-CHOICE ANNUAL LEAVE PROCESS:

8. Further requests for annual leave may be turned in, no sooner than six (6) months in advance, and will be prioritized on a first-come, first-served basis, after the choice and non-choice process (two rounds) described previously. Week increment leave may be requested in a continuous, multi-week period, the first day of the period being no more than six (6) months in advance. Requests for whole week periods (5 continuous days) will be of a duration of seven (7) total days to include five (5) days of annual leave and two (2) non-scheduled days.

9. Carriers requesting "incidental" annual leave must submit three copies of PS Form 3971 to a supervisor BETWEEN THE HOURS OF 7 AND 3:30, Monday through Saturday. Station supervisors will indicate on one of the PS Form 3971s the date and time it was submitted and return this copy to the carrier. Leave will be granted on a first-come, first-served basis. Relative

standing will be the determining factor in the event of a tie. Management will reply to the request within four (4) working days following submission of PS Form 3971 or the leave is automatically approved. Sunday is, for CCAs, considered a working day. Annual leave requests in excess of allotted slots will be on the “stand-by” annual leave request list pending cancellations (see #7 following), or may be granted based on the needs of the service. Annual leave requested after 0900 Wednesday, also may be granted, based on the needs of the service.

VACATION CANCELLATIONS:

10.a. Any cancellation of all or part of a scheduled selection must be in full week increments, submitted in writing by 0900 the Monday preceding the week to be cancelled. Cancellation of the leading week(s) in a multi-week period negates the entire request for leave. The same applies for a scheduled single day (day-to-day). All cancellations must be submitted on PS Form 3971 and signed by a steward and a supervisor with recorded date and time.

b. The cancelled week or day will be offered to the first City Carrier Assistant on the “stand-by” annual leave request list. The offer will be made to the second carrier on the list who qualifies if refused by the first and so on. Simultaneous bids will be granted by seniority.

c. Cancelled leave will be noted on the annual leave calendar at each station as soon as it becomes available.

d. A copy of PS Form 3971, signed by the responsible supervisor, will be returned to each carrier.

OTHER LEAVE:

11.a. Military leave and Jury Duty leave will not count as part of a carrier’s selections for the leave year, nor will it count against the branch’s quota for the leave year.

b. Attendance at State/National Union Conventions/Seminars shall not be charged as a vacation selection. At the beginning of the choice vacation process, when the Convention dates have been determined, sufficient slots for all eligible delegates shall be withheld from the number of allotted slots for the appropriate dates.

12. Reasonable variations may be made on the above provisions, provided they are consistent with the National Agreement, the desires of the employee, the needs of the Service and they are approved in advance by the local NALC President or designee.

ARTICLE 30, ITEM 13

METHODS OF SELECTING EMPLOYEES TO WORK ON A DESIGNATED HOLIDAY:

Method of selecting employees to work on a day designated as a holiday (holiday schedule)

1. Part-time flexibles
2. Full-time and part-time regulars who have volunteered to work on their designated holiday.
3. Full-time and part-time regulars who have volunteered to work on their non-scheduled work day.
4. City Carrier Assistants who have volunteered to work, according to relative standing by seniority.
5. City Carrier Assistants who have not volunteered to work, according to relative standing by juniority.
6. Full-time and part-time regulars who have not volunteered by juniority.
7. Placement of any new category of employee in this pecking order must be agreed upon by both parties.

Method of selecting employees to work on a holiday

1. Part-time flexibles
2. Full-time and part-time regulars who have volunteered to work, by seniority.
3. City Carrier Assistants who have volunteered to work, according to relative standing by seniority.
4. City Carrier Assistants who have not volunteered to work, according to relative standing by juniority.

ARTICLE 30, ITEM 14

OVERTIME DESIRED LISTS:

Overtime Desired Lists, in accordance with Article 8, Section 5 of the National Agreement, will be established by units as follows:

- Main Facility
- Mt. Royal Station

ARTICLE 30, ITEM 15-17

LIGHT DUTY:

It is agreed that in the best interest of both parties, establishment of light duty assignments will be through consultation between both parties involved, as the need arises.

ARTICLE 30, ITEM 18

REASSIGNMENTS:

A. The following are identified as Sections in the Duluth Post Office, as provided in Article 12, Section 5.C.4. of the National Agreement.

1. Full-time parcel post, relay and collection, and Truck Routes.
2. Zone 55802 – Business Section
3. Zone 55803
4. Zone 55804
5. Zone 55805
6. Zone 55806
7. Zone 55807
8. Zone 55808
9. Zone 55810
10. Zone 55811
11. Zone 55812

Full-time employees whose duty is in more than one section shall have retreat rights to the Section where the majority of their work occurs.

B. When a Letter Carrier route or full-time duty assignment, other than the letter carrier route(s) or 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 city wide 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 posting procedures found elsewhere in this Memorandum.

ARTICLE 30, ITEM 21

LABOR-MANAGEMENT MEETINGS:

Joint Labor-Management Committee Meetings shall be scheduled in all offices in accordance with the following criteria, provided agenda items are submitted:

In offices with a total complement of 300 employees or more, meetings will be held once a month.

Agenda items must be exchanged at least 72 hours prior to such meetings. Meetings shall be held on the **first** Wednesday of the appropriate month, unless the Parties agree to another date. Where agenda items do not warrant a regularly scheduled meeting, discussions may take place by mutual agreement in lieu thereof. The policies, to be established by Management for the Christmas operation, will be a subject of discussion at a timely, regularly scheduled Joint Labor-Management Committee Meeting.

BULLETIN BOARDS:

It is agreed that the Zenith Branch #114, NALC, shall have bulletin board space at each station.

ARTICLE 30, ITEM 22

POSTINGS:

A. Each vacant or newly established duty assignment not under consideration for reversion shall be posted within fourteen (14) calendar days from the day it becomes vacant or is established.

B. Notices on vacant assignments shall be posted for a period of seven (7) calendar days.

Bidding:

1. Bidding will close at 12:00 midnight on the 7th calendar day following the posting date.
2. Letter carriers may bid for Carrier Craft assignments using the Telephone Bidding System at 1-800-222-2415 (or 1-800-520-0625 TDD), or by accessing Lite Blue (<http://liteblue.usps.gov>).
3. Bids must be received by midnight on the closing date of each bid.
4. Both parties understand that there may be revisions to the above procedures due to technological changes in the bidding process.
5. A copy of the weekly bulletins, roster changes and employee assignment changes shall be sent to the President of Branch #114.
6. Management will furnish Branch #114 a complete and up-to-date carrier seniority roster and CCA relative standing list at least every three (3) months.

C. Assignment of Successful Bidder:

1. The effective dates for reassignments to routes shall be made at the start of the pay period following that bid cycle. The carrier may only be relieved of this assignment through the regular bidding procedure.
2. Actual assignment to a change in route, involving a change in pay level, will also be made on the first day of the pay period.

D. Change of Starting Time:

1. If a change of more than one (1) hour in the starting time is effected, the carrier shall have the option of retaining their route or having it posted for bid.
2. The carrier must give their answer within two (2) working days of notification, or the route will not be posted.

E. **Hold-Down Opting procedures:**

1. Management will post, and keep updated, the City Carrier Assistant (CCA) relative standing lists for all current CCA's.
2. Bid slips will be used to indicate a preference for hold-downs.
3. Bid slips will be placed into the regular bidding boxes at each station.
4. At each work location, management shall post all temporarily vacant full-time craft duty assignments, **including T6, or utility stings**, of anticipated duration of five (5) days or more before 9 a.m. on Monday.
5. **All** letter carriers may indicate their preference for such assignments until 9 a.m. on Wednesday, the week preceding.
6. The senior career carrier or the CCA with the highest relative standing, as applicable, having indicated his or her preference shall be notified in writing that he or she is awarded the assignment by 3:00 p.m. on the Wednesday the week before the assignment commences.
7. Management shall post all unanticipated vacancies of five (5) days or more as soon as they become available at a **designated location agreed upon by local management and the NALC**.
8. Carriers on hold-downs will be listed by name and route number on the weekly schedule.

SEPARABILITY:

Should any part of this Memorandum, or any provision contained herein, be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by a court of competent jurisdiction, or by agreement between higher levels of the Parties, such invalidation of such part or provision of the Memorandum shall not invalidate the remaining portions of the Memorandum, and they shall remain in full force and effect.

This Memorandum of Understand is entered into on (date) at Duluth, Minnesota, between the representatives of the United States Postal Service and the designated agent of the National Association of Letter Carriers, Zenith Branch #114, Duluth, Minnesota, pursuant to the Local Implementation Provisions of the 2011-2016 National Agreement.

For the United States Postal Service

For the National Association of Letter Carriers