

The  
Local Memorandum of Understanding

Between

United States Postal Service  
Bloomington

and

National Association of Letter Carriers

(AFL-CIO)


Branch 828

September 21, 2019 --- May 20, 2023

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## Memorandum of Understanding

This Memorandum of Understanding, made and entered into on **May 26, 2021**, at the Bloomington Post Office, Bloomington Indiana, by and between the authorized management representative(s) of the United States Postal Service, here in after the Employer, and Local and/or Branch 828 of the National Association of Letter Carriers; AFL-CIO, hereinafter the Union, pursuant to the Local Implementation Provision of the 2021 National Agreement constitutes the entire agreement of local implementation of the terms of the 2021 National Agreement.

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**Article 30, Section B: 1 (WASH UP)**

Article 8, Section 9 provides reasonable washup time for a letter carrier who performs dirty work. It is the position of the United States Postal Service that any letter carrier should be granted such time as is reasonable and necessary for washup after performing dirty work or incident to personal needs as currently established.

**Article 30, Section B: 2 (Days off)**

All letter carrier routes in the Bloomington Post Office shall be on a rotating days off schedule with the work week running from Saturday through Friday. The exception to rotating non-scheduled days will be parcel post routes with a Monday through Friday work week with a non-scheduled day of Saturday. Unless these routes are expanded to six-day delivery routes, they will remain with a fixed day off.

**Article 30, Section B: 3 (Termination of Operations)**

Letter Carriers may not be required to attempt delivery during periods of inclement weather of such severity that civil authorities (e.g. city mayor, state highway police authorities, or state highway administrative authorities) consider road travel hazardous and have informed the public by radio, television, or other media not to travel public streets or highways. During these periods of "inclement" weather the Branch shall monitor and document the appropriate information as needed. The Installation Head/Designee, when possible or practicable to do so, shall discuss the situation with the Branch President/Designee. However, final decision will rest with the United States Postal Service.

**Article 30, Section B: 4 (Leave Program)**

- a) Military leave, Jury Duty and leave for attendance to Union Assemblies shall not count against a carrier's selection(s) for the choice period. Military leave and Jury Duty will not count against the Branch's quota for the choice period.
- b) Monitors shall be employees appointed by the Branch to oversee, and to accompany each letter carrier while he/she is in the process of signing the vacation board.
- c) There shall be no more than one (1) assigned monitor and one (1) alternate per unit. The Postal Service will be notified promptly of the said assignments and/or reassignments.

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**Article 30, Section B: 4 continued ....**

- d) All signing(s) of the vacation board shall be in the presence of at least one (1) vacation monitor, which shall be on the clock.
- e) Employees will not request annual leave unless they have sufficient leave available to them at the time the annual leave is to be taken.

**Article 30, Section B: 5 (Duration of "Choice Vacation Period")**

The choice vacation shall begin on the first Monday of the first pay period of the leave year and remain for the entire *leave* year.

**Article 30, Section B: 6 (Beginning day of vacation)**

All Letter Carriers (Regular, PTF, CCA) will start their vacation on a MONDAY and return to work on MONDAY following their vacation, unless that MONDAY is a holiday or a non-scheduled workday, in which case, they will return to work on the TUESDAY following the end of their vacation. "The leave week during the choice vacation year shall be MONDAY through SUNDAY."

**Article 30, Section B: 7 (Choice Vacation Selections)**

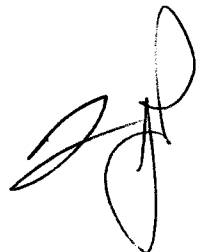
All Letter Carriers (Regular, PTF, CCA), at their option, may request one (1) or two (2) selections during the choice vacation year in units of either five (5) or ten (10) or fifteen (15) days, total not to exceed ten (10) or fifteen (15) days on the first choice, in accordance with leave earned annually.

**Article 30, Section B: 8 (Jury Duty and Conventions)**

- a) Letter Carriers on jury duty during the choice vacation year shall be eligible for another available period within the choice vacation year.
- b) A Carrier attending a NATIONAL or STATE convention, during the choice vacation year will be counted in the number of carriers scheduled off during that period.

**Article 30, Section B: 9 (Number of Employees off)**

The number of employees off on annual leave during the choice vacation will be 14% of all the city carriers (Regular, PTF, CCA) The percentage will be rounded up at .50 to the next whole number.

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**Article 30, Section B; 10 (Vacation Board Procedure)**

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

a) Written notice of canceled week(s) should be given one (1) weeks in advance of said period.

b) Canceled weeks of vacation will be assigned on a seniority basis to the employee who is junior to the junior person of the last signing signed for leave that particular week. Refer to Section B; 10, Item 2 of the guidelines for the vacation monitor process to determine the last signing. A properly submitted 3971(s) will be acted upon within 3 business days (excluding Sundays and holidays). If the request is not returned in (3) business days it will be considered approved.

c) Annual leave scheduled for carriers shall be posted at a convenient area on the workroom floor. A supervisor in charge or a vacation monitor shall endorse all changes on the schedule.

d) Carriers shall be granted emergency annual leave when events necessitate their absence from their duties.

e) A supplement shall be provided to further define the guidelines of leave in reference to "Monitors." The following will provide the guidelines each craft employee must adhere to:

**GUIDELINES FOR THE VACATION MONITOR PROCESS**

1) It shall be the responsibility of each craft employee to inform the monitor of leave earned annually.

2) Each carrier will be given an opportunity to sign the vacation board starting the first Monday after Thanksgiving in groups of ten (10) within the specified period by numerical seniority within each group of ten (10). The supplement shall specify the period for signing for each group of ten (10) during the first signing (black), during the second signing (red), and during the third signing (green). Each of the aforementioned periods shall be two consecutive calendar days excluding Saturdays, Sundays, and holidays. If an employee is not prepared to sign the board at his/her designated time, he/she will be passed over and the next employee in numerical seniority will be given the opportunity to sign. That passed over employee will still retain his/her chance to sign up until the



**Guidelines for the Vacation Monitor Process continued....**

end of his/her specified period.

3) Each individual craft employee shall be responsible for notifying vacation monitors of his/her vacation choice, in the event that he/she is absent due to leave or sickness on the appointed day(s) he/she is to sign.

4) Newly hired Regulars, PTF's, and CCA's, transfers, and returning from a non-pay status city carriers shall be given the opportunity to choose a vacation selection within thirty (30) calendar days of his/her beginning working day at that particular facility.

5) Any situations not directly covered by this memorandum and/or supplement(s) shall be decided by the vacation monitors along with the advice and consent of the "Executive Board".

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**Article 30..Section B: 11 (Notification of New Leave Year)**

No later than November 1st of each year, management will notify all carrier craft employees through the General Orders of the beginning date of the "New Leave Year". The General Orders with this information will be read to all employees at each respective work location.

**Article 30, Section B: 12 (Incidental Annual Leave)**

Carriers shall submit in duplicate a PS-3971 annual leave request for open week(s) on the vacation board and/or individual day(s), no more than sixty (60) calendar days in advance. Management shall reply indicating approval or disapproval in the following manner:

Applications submitted to a supervisor, at least five (5) days (excluding Sunday) prior to the requested leave will be received in chronological order and acted upon within three (3) business days (excluding Sundays and holidays), on a first come, first served basis. If the request is not returned in (3) business days it will be considered approved.

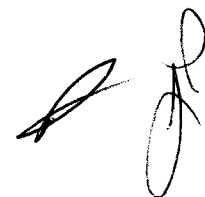
Open week(s) can only be closed with approved annual leave request and/or approved extended leave request of over 45 continuous days. Individuals who are on extended leave which is expected to be for the duration of the choice vacation period are not counted towards the 14% annual leave daily approval rate.

**Article 30, Section B: 13 (Employees Working Their Holidays)**

Management will select carriers to work on holidays in the following order:

- 1) Part-time flexibles
- 3) Full-time regulars who volunteer to work on their holiday or day designated as a holiday by seniority.
- 4) City Carrier Assistants
- 5) Full-time regulars who volunteer to work on their non-scheduled day by seniority.
- 6) Full-time regulars who did not volunteer on what would otherwise be their non-scheduled day by inverse seniority.
- 7) All other non-volunteer full-time regulars by inverse seniority.

If, after the posting, a need develops for additional or replacement employees, employees shall be selected according to the same order as above.



**Article 30. Section b: 13 (Employees Working Their Holidays) continued from page 4**

If, after the posting, a need develops for additional or replacement employees, employees shall be selected according to the same order as above.

**Article 30. Section B: 14 (Overtime Desired List)**

The overtime desired list(s) will be by sections as defined in this Memorandum of Understanding.

**Article 30. Section B: 15 (Employ Carriers for Light Duty)**

The Postmaster shall make every effort to employ Letter Carriers (Regular, PTF, CCA) in their own station(s) or branch(s) for light duty assignments.

**Article 30. Section B: 16 (Identification of Assignment)**

Identification of these "Light Duty" assignments shall be determined by management, National Association of Letter Carriers (NALC) and other crafts as needed.

**Article 30, Section B; 17 (Light Duty Defined)**

A "Light Duty" assignment is any assignment within the physical capability of an employee who is temporarily or permanently incapable of performing his/her normal duties as a result of illness or injury.

**Article 30, Section B; 18 (Section Defined)**

A "Section shall be defined as "All delivery unit(s) throughout the Bloomington Post Office delivering area."

**Article 30. Section B: 19 (Parking)**

One parking spot at each city carrier delivery unit agreed to by the NALC and USPS will be designated for the "Customer Connect Carrier of the Month." The "Customer Connect Carrier of the Month" sign will be provided by the NALC. The "Customer Connect Carrier of the Month" will be selected each month jointly by the NALC branch president and the installation head or their designees. All other available parking spaces will be allocated on a first-come, first-serve basis.

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**Article 30, Section B; 20**

**(Leave for Union functions Prior to "Choice Vacation Schedule")**

Annual leave to attend Union activities requested prior to the determination of the choice vacation schedule will not be part of the individual's total choice vacation year selection(s).

**Article 30, Section B; 21 (Bidding Process Defined)**

The following shall apply until such time as electronic bidding is locally implemented.

Notice inviting sealed bids to the "Manager of Customer Service" for Letter Carrier Craft assignments and to such other assignments to which a Letter Carrier is entitled to bid shall be posted on the official bulletin board for ten (10) days.

Copies of the notice shall be given to the local union. When an absent employee has so requested, in writing, stating his/her mailing address, a copy of any notice inviting bids shall be mailed to the employee. Letter Carriers shall make their bids in writing to the "Manager of Customer Services" by 8:00 AM on the final day. When more than one assignment is posted, Letter Carriers shall have the right to bid for all assignments, stating their preference; e.g.(1st choice , 2nd choice , 3rd choice . A Steward or other union representative shall be present when the bids are opened.

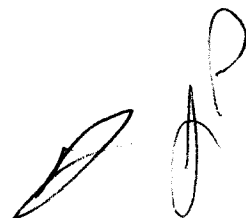
- a) Notice inviting bids shall be posted on a City-wide basis.

**Article 30, Section B; 22**

**Assignments Abolished**

When a Letter Carrier route or a 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 adjustments, 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 memorandum.

A scope shall be defined as "(5) five city routes with each scope consisting of (5) five regular carriers and (1) one utility carrier."

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**Local Opting Procedure**

- 1) In normal opting situations, as described in Article 41.2.B.3, 4&5, concerning scheduled annual leave and other scheduled absences beginning on a Monday, opts will have to be submitted by the preceding Monday at close of business
  
- 2) In the event an unexpected opportunity for an Article 41 opt becomes available, Management will immediately post and announce the availability of the opt in each installation. The bids must be received by 2:00 PM the following business day. The bids will be opened and the assignment awarded immediately following the 2:00 PM deadline. The senior bidder will assume the opted assignment the following day for its duration.

**Temporary Changes in Carrier Technician Assignments**

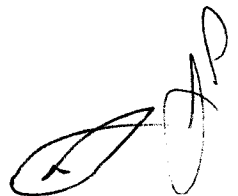
A full-time regular carrier called in to work on a non-scheduled day will be assigned where needed, and will not bump the carrier technician scheduled to work the route that day. The carrier technician may volunteer to move to a vacant assignment within their string.

**Representation Provision National Agreement Article 17 Sect 5:**

The installation head shall meet with (1) one representative of Branch 828 on the second Tuesday of each quarter or at any other time as may be mutually agreed upon. Such meetings shall be on the clock, and except for unusual situations shall run for such time as is necessary to dispose of all agenda business. Meetings may be changed by mutual agreement only.

a) Minutes of Labor-Management meetings shall be kept and initialed by the parties for verification. Any agreement(s) reached at such meetings shall be reduced to writing and signed by both parties upon request of either party. A copy of these minutes will be reproduced and made available to the secretary of the Branch. These agreement(s) shall not be changed without prior notification to the other party.

b) Officers of Branch 828 may be permitted to use a designated phone for Union business which is of such an urgent nature that it must be taken care of during the Union Official's duty hours. Permission shall be obtained from the supervisor to be off the work room floor.



**PROVISION ON SIGNING OVERTIME LISTS FOR NEWLY CONVERTED TO FULL-TIME REGULAR EMPLOYEES (APPLICATION OF M-01858)**

The parties agree to the following regarding employees transferred from another Installation or part-time flexible city carriers and city carrier assistants who become full-time city letter carriers in the Bloomington Installation two week period for signing overtime lists (Article 8.5.A):

*The installation head and branch president or their designees may mutually elect to develop a process that allows employees who transfer from another installation or are converted to full-time following the signup period to place their names on either the overtime desired list (ODL) or work assignment list. Local procedures agreed to pursuant to this agreement will remain in effect through the term of this memorandum.*

The Bloomington Postmaster and NALC 828 President agrees as follows:

- A) All regular carrier transfers will have 7 days from their first actual work day in Bloomington to sign either the ODL or work assignment list if they so choose.
- B) PTF's converted to full-time regular carrier and city carrier assistants converted to full-time regular carrier will have the option to sign the ODL or work assignment list for a period of 7 days prior to or after their conversion.
- C) Any transfers, PTF's converted to full time regular carrier, and CCA's converted to full time regular and signing the ODL will receive credit for the average ODL hours worked at the point of signing the ODL. The credit is hours towards equitability not a financial payment of the average hours. He/she must be made equitable the same as all other carriers on the ODL at the end of the quarter.

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**Article 8.4 Schedule Changes:**

When a letter carrier notifies management, in writing, via a PS Form 3189 bearing a union steward's signature of a Request for Temporary Schedule Change. Management will take action approving or denying the request within three business days (excluding Sundays & holidays).

**Article 8 Overtime:**

When a letter carrier notifies management, in writing, of their desire to remove themselves from the ODL, they may at the time of notification choose to move to the work assignment or choose to be a no OT list carrier (8 hours only). The carrier will remain on the ODL through that business day. If another ODL carrier is available that same day, the employee requesting to be removed from the ODL may be bypassed, subject to the Letter Carrier Paragraph in the JCAM under Article 8.5.

The letter carrier removing themselves from the ODL will reap no financial remedy during any possible equitability grievance for that ODL quarter.

The adding of this provision to the 2021 LMOU in no way harms the Bloomington Overtime Agreement which defines provisions many related to rules and definitions signed on 9/20/2018.


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Separability and Duration Provision

Should any part of this Memorandum of Understanding or any provision contained herein be rendered or declared invalid because of conflict with the National Working Agreement existing or subsequently enacted legislation, or by a court of competent jurisdiction, such invalidation of such part or provision of this Memorandum of Understanding shall not invalidate remaining portions of the Memorandum, and they shall remain in full force and effect.

This Memorandum of Understanding shall be effective upon signing and shall remain in full force and effect for the duration of the 2016-2019 National Agreement.

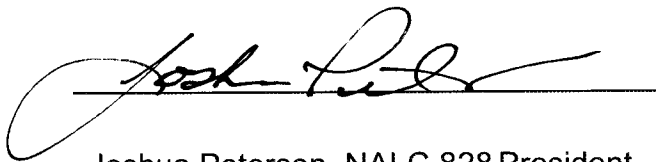
Presently effective Local Memorandum of Understanding constitutes the entire Agreement between the parties and correctly expresses all of the rights and obligations of the parties except for those specific subjects which the parties have formally agreed to continue negotiating after this Memorandum of Understanding is concluded. The parties acknowledge that each had the opportunity to make demands and proposals with respect to all subjects for Local Implementation of the National Working Agreement. Each party agrees that during the life of the Memorandum of Understanding, the other party shall not be obligated to bargain with respect to any subject not covered in the Memorandum of Understanding. In witness whereof, the parties both have caused their duly authorized representative(s) to execute this Memorandum of Understanding the day, month, and year first below written.



Donald Chasteen, USPS Postmaster

05/24/2021

Date:



Joshua Peterson, NALC 828 President

5/28/21

Date:

