

2022-2025

**LOCAL MEMORANDUM
OF UNDERSTANDING**

BETWEEN

**EAGAN
INFORMATION TECHNOLOGY
/ ACCOUNTING SERVICES**

AND


**APWU
TWIN CITIES PDC
LOCAL 7019**

MEMORANDUM OF UNDERSTANDING


In accordance with Article 30 of the **2022-2025 Information Technology / Accounting Services Agreement** between the United States Postal Service and the American Postal Workers Union, AFL-CIO, this Memorandum of Understanding is entered into at the Minnesota Information Technology and Accounting Services, Eagan, Minnesota, by and between the authorized representatives of the American Postal Workers Union and the United States Postal Service. This Memorandum of Understanding constitutes the agreement between the parties' signatory hereto pertaining to those items of discussion specified in Article 30 of the Information Technology / Accounting Services Agreement. It is further understood and agreed to that this Memorandum of Understanding is effective as of **October 6, 2022** and shall remain in full force and effect as determined by Article 42 of the Information Technology / Accounting Services Agreement. In Witness Whereof:



Mary Jo Flaue
Labor Relations Specialist



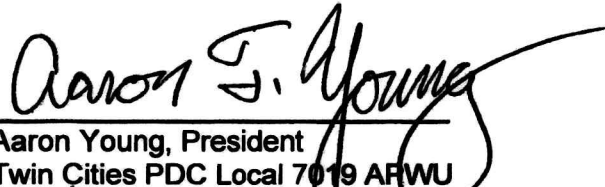
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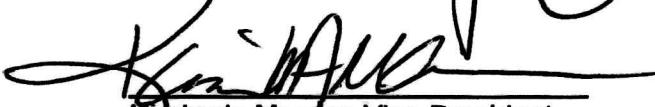
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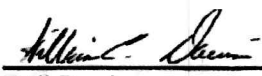

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*** ITEM A ***

“Determination on a percentage basis as to the number of employees who shall receive leave each week during the choice vacation period. (See ***Technology Applications – Incidental Annual Leave and Choice Vacation for Programmers MOU***).”

1. Eagan Technology Applications:

See Technology Applications – Incidental Annual Leave and Choice Vacation for Programmers MOU in IT/AS National Agreement. Technology Applications follows national MOU.

2. Accounting Services:

a) Payroll Branch

Vacation selection will be made and granted according to total IT/AS seniority within Supervisory Unit. Twenty-five percent (25%) of the employees within each Supervisory Unit are to be allowed leave selection during each week of the choice vacation period.

b) Finance and Accounting Reconciliation:

Vacation selection will be made and granted according to total IT/AS seniority within Supervisory Unit. Twenty-five (25%) of the employees within each Supervisory Unit are to be allowed leave selection during each week of the choice vacation period.

- c) **Disbursing:**
 - 1. Fifteen percent (15%) of the employees within **Disbursing** are to be allowed leave selections during each week of the month of January and the four week period following the end of the fiscal year.
 - 2. Twenty percent (20%) of the employees within **Disbursing**, except as provided in **2.c.1.**, are to be allowed leave selections during each week of the vacation period.

- d) **Quality Assurance (QA):**
 - 1. Fifteen (15%) of the employees within QA are to be allowed leave selections each week of the month of December and January.
 - 2. Twenty (20%) of the employees within QA are to be allowed leave selections from February to November.

- e) **TACS Help Desk:**
 - 1. Fifteen (15%) of the employees within each Supervisory Unit are to be allowed leave selections during each week of the months of November and December.
 - 2. Twenty (20%) of the employee within each Supervisory Unit, except as provided above, are to be allowed leave selections during the vacation period.

3. **Compute Engineering:**

- a) **Production Operations Branch:**

Twenty percent (20%) of the employees within each Production Operations Branch by tour, are to be allowed leave selections during each week of the vacation period.

b) Mail Center and Purchasing and Office Services Branches:

For the purpose of vacation bidding, the Mail Center and the Purchasing, Property and Office Services **branches** will be considered separate units. Twenty percent (20%) are to be allowed leave selections each week of the vacation period with the exception of each week of the month of January and the four week period following the end of the fiscal year when the percentage drops to Fifteen (15%).

c) LAN Support:

Twenty percent (20%) of the employees within each Supervisory Unit, are to be allowed leave selections during each week of the vacation period.

4. Endpoint Technology:

1. Fifteen percent (15%) of the employees within the **IT Service Desk** by tour are to be allowed leave selections during each week of the month of January and four week period following the end of the fiscal year.

2. Twenty percent (20%) of the employees within **IT Service Desk** by tour are to be allowed leave selections during each week of the vacation period.

5. If the above-referenced percentage figures result in less than one (1); one (1) employee is to be allowed a selection.

6. Computations of allowable employees off in fractions will be rounded using the following rounding rules:

# of Employees	# Rounded To:
0.01 – 1.49	1
1.50 – 2.49	2
2.50 – 3.49	3
3.50 – 4.49	4
4.50 – 5.49	5
ETC.	

7. It is recognized that exceptions or modifications to the above may be necessary or appropriate due to operational considerations or other changing conditions which may affect local leave planning. In addition, normal operational considerations in Supervisory Units of fifteen (15) or fewer bargaining unit personnel may require exception or modification to the above. Should any such exception or modification be found to be appropriate, they shall be discussed and resolved by the parties' signatory hereto.

ITEM B

“Formulation of local leave program (See *Technology Application – Incidental Annual Leave and Choice Vacation for Programmers MOU*).”

1. Application for annual leave during the vacation period will be granted according to total IT/AS seniority within each Supervisory Unit, or tour, as defined in Item A. Said applications are to be in units of one (1) week, as defined in Item C below.
2. After all employees have been given the opportunity to make their initial vacation selection (s) on the “selection chart,” (two selections total for the first round pick) a second round of selections of remaining vacation periods will be allowed per Article 10 Section 3.D of the Information Technology/Accounting Services Agreement.
3. If an employee does not make a selection within two (2) working days of receipt of the Vacation Schedule List; the employee shall be considered passed on that vacation bidding round.
4. Requests to withdraw approved leave selections must be made at least two (2) weeks prior to the commencement of the requested leave. Failure to do so may result in the employees taking that leave as scheduled if any such employee has a sufficient leave balance.
5. Normally, no employee will be required to forfeit his or her approved vacation selection due to a transfer or reassignment. If forfeiture is

deemed probable, the parties will consult and attempt to resolve this matter.

6. Surrendered vacation periods within a Supervisory Unit will normally be posted for application after the established percentage in Item A is met. These will be granted according to total IT/AS seniority as defined in Item A. If it is deemed probable any such period may not be reopened for application; the parties will consult and attempt to resolve this matter.
7. After vacation selections have been awarded in accordance with Item F. below, it is agreed that applications for annual leave may be submitted for consideration. Management will notify the employee of its decision as follows:
 - a. Request for same day leave, or for leave within the employee's same service week: within two (2) hours of receipt and review by the supervisor.
 - b. Request for leave date(s) occurring outside of the current service week: Management will make every reasonable attempt to reach a decision regarding any such request as soon as practicable. It is understood the provisions of Item A and G will apply, if applicable.
8. Exceptions to the above, which are not inconsistent with the Agreement, may be granted upon mutual agreement between the parties to this Local Memorandum.
9. An employee who is ordered to military duty shall not have such leave counted as one of the employee's choice vacation selections. Employees

whose choice vacation selection conflicts with military orders will be able to reschedule the vacation from available open weeks, provided the orders were received after the vacation selection process was completed. If notice of military duty occurs during the choice vacation period, the number of vacation slots will not be affected unless necessitated by operational requirements.

ITEM C

“The determination of the beginning day of an employee’s vacation period.”

For purpose of selections made under Item B.1 and 2. above, the beginning day of an employee’s vacation period shall be as defined in Article 10, Section 3.E. of the Information Technology/Accounting Services Agreement.

ITEM D

“Whether employees at their option may request two selections during the choice vacation period, in units of either five (5) or ten (10) days.”

Employees, at their option, may split their initial vacation period selection into units of either five (5) or ten (10) consecutive days, as described in Item B.1.

Employees are allowed a maximum of two selections during the first round of the choice vacation selection period as per the IT/AS Agreement Article 10 Section 3. **The selection period is defined in Article 10, Section 3.C of the National Agreement which states: “The choice vacation period application submission period will start no later than October 31 of the preceding year**

and end no later than day 14 of pay period 26.” Employees who earn thirteen days of annual leave per year are granted up to ten (10) days of continuous leave during the choice period. Employees who earn twenty (20) or twenty-six (26) days annual leave per year shall be granted up to fifteen (15) days of continuous annual leave during the choice period. Per Article 10.03.D (3), employees are limited to a maximum of fifteen (15) total days of choice vacation period bidding.

ITEM E

“Whether jury duty and attendance at National or State Union Conventions shall be charged to the choice vacation period.”

Refer to Article 10, Section 3.H. of the Information Technology/Accounting Services Agreement.

ITEM F

“The issuance of official notices to each employee of the vacation schedule approved for the employee.”

Employees should submit Form 3971 in duplicate. These forms shall be signed by an authorized official and one copy shall be returned to the employee within ten (10) working days following the close of the submission period.

ITEM G

“The procedures for submission of applications for annual leave during other than the choice vacation period.”

Leave requests in addition to the formulas provided in Item **A** may be granted based on the needs of the Postal Service with consideration also given to the needs of the employee. Requests for annual leave other than the choice vacation period will be processed on a first come, first serve basis. However, requests may be submitted no more than five (5) pay periods in advance of the requested date(s), excluding the pay period of submission. Exceptions may be granted in individual cases, which require long-range planning, upon concurrence of Management, the Union, and the employee. Where a guideline is needed to determine which employee is to be awarded the selection, total IT/AS seniority will be the determining factor. Management will make every reasonable attempt to reach a decision regarding any such request as soon as practicable. **See Technology Applications – Incidental Annual Leave and Choice Vacation for Programmers MOU. Technology Applications follows national MOU.**

ITEM H

“The method of selecting employees to work on a holiday.”

1. The order for scheduling employees to work on holidays shall be as follows:
 - Volunteers whose holiday or designated holiday it is, by total IT/AS

seniority.

- Casuals, as needed.
 - Part-time Flexibles, as needed.
 - Volunteers on their non-scheduled workday, by total IT/AS seniority.
 - Non-volunteers on their holiday or designated holiday, by total IT/AS juniority.
 - Non-volunteers on their non-scheduled workday, by total IT/AS juniority.
2. The holiday schedule will be posted by tour within each **pay location**.
 3. Those absent on leave for the entire week of the holiday shall be passed over, however, in the event that there are not enough volunteers, exceptions may be granted by agreement between the employee, the Union, and the Employer.

ITEM I

“Whether ‘Overtime Desired’ lists in Article 8 shall be by **Pay Location**.”

1. Overtime Desired Lists (OTDL’s) are to be established by **Pay Location**. If this OTDL does not provide sufficient qualified people; **Article 8.05.E of the National Agreement will be followed. Application of Article 8, Section 5.E will be by Pay Location.**

2. Overtime Desired Lists (OTDL's) in the Production Operations Branch, **Computer Operations Branch, and IT Service Desk** are to be established by total IT/AS seniority by tour.
3. The IT Service Desk will maintain two (2) separate OTDL lists:
 1. Off Day
 2. Before/After Tour
4. **Employees bidding from one pay location to another who have listed their names on the Overtime Desired List in their former section may place their names on the Overtime Desired List in their new section/tour upon request within fourteen (14) calendar days.**
5. **During quarter, should an employee wish to have their name removed from the Overtime Desired List, the employee must submit their request in writing (paper or electronic) to Management and the Union. The request will be effective the next calendar day or after any scheduled overtime is completed. Such employee will not be able to rejoin the current quarter's Overtime Desired List but may join the next quarter's Overtime Desired List consistent with Article 8.05.B.**

ITEM J

"The assignment of employee parking spaces."

Management agrees that its present policies regarding employee parking will remain in effect.

ITEM K

“The determination as to whether annual leave to attend Union Activities requested prior to determination of the choice vacation schedule is to be part of the total choice vacation plan.”

Annual leave, in units of one (1) week or more, to attend Union activities, requested prior to determination of the vacation schedule, is not to be part of the total vacation plan.

ITEM L

“Guidelines for the curtailment or termination of postal operations to conform to orders of local authorities or as local conditions warrant because of emergency conditions.”

In times of civil disorders or Acts of God involving community disasters such as fire, flood or storms; the Business Unit Manager (s) of the Information Technology and Accounting Services will determine whether conditions are such that operations should be curtailed or terminated, taking into account the needs of the service, local conditions, and the welfare of postal employees.

Prior to making a decision, and as far in advance as practicable, a Union Official will be contacted for an exchange of information. An emergency plan will be followed when a local emergency exists.

ITEM M

“The method to be used in requesting or reserving light duty or restricted duty assignment as appropriate so that no regularly assigned member of the regular work force will be adversely affected.”

Refer to Article 13 of the Information Technology/Accounting Services

Agreement. Notification will be made to the President, APWU Local when a bargaining unit employee has requested light duty assignment as specified in Article 13.

ITEM N

“Guidelines for the Flextime Program”

Management will be responsible for determining if the work requirements of the office (e.g., work unit, pay location, branch, section, etc.) would require a limitation on flexibility for the entire office, or for a specific number of employees. If participation is limited by a manager/supervisor, proposed changes will be discussed in advance with the Union, allowing for input and review.

Management will be responsible for evaluating and approving each employee request and is responsible for monitoring the program to ensure employees are adhering to the policies and procedures of the program. Operational needs, then IT/AS seniority within supervisory unit, shall be the determining factor for flextime requests when there are more employees requesting flextime than can be approved. Reasons for denial of flextime requests must be supported in writing and

forwarded to the Union. Proposed changes will be discussed in advance with the Union, allowing for input and review.

Only full-time regular career status employees are eligible to participate in the Flextime Program on a voluntary basis. Employees have the flexibility to opt into the Flextime Program and/or modify their existing flextime based on the availability of work schedules as determined by the operational requirements of the unit.

All employees participating in the Flextime program are subject to the provisions of the Fair Labor Standards Act (FLSA) and will be required to record their starting and ending times and their lunch out and in times in accordance with Handbook F-21, Time and Attendance.

Employees who demonstrate the inability to handle the increased responsibility of Flextime may be required by management to return to their fixed permanent bid duty assignment. Reasons for requiring an employee to return to their fixed permanent bid duty assignment must be supported in writing and forwarded to the Union for review before the employee is returned to their permanent bid duty assignment.

POLICIES AND PROCEDURES.

- A. The actual time an employee reports for duty within the flexible schedule becomes the employee's starting time for that day. All employees must be scheduled for their normal schedule of eight (8) or ten (10) hours of work each day, plus a thirty (30) minute lunch period. No employee may use flextime which would result in the employee incurring Sunday Premium pay or night differential, unless already the result of their normal schedule. No employee may use flextime to move their starting time into the previous day.
- B. Operational needs, then IT/AS seniority within supervisory unit, shall be the determining factor for selection of a starting time when there are more employees requesting a start time than can be approved.
- C. Employees clocking in beyond the flextime allowed, after their scheduled begin tour time, would be considered tardy and handled in accordance with normal timekeeping procedures.
- D. Employees participating in the Flextime Program will only be eligible for out-of-schedule premium pay under the following conditions:
 - 1. When working outside of the additional "flexible" work hours agreed to within their scheduled work hours (unless in an overtime status).

2. When working a schedule within the additional "flexible" work hours agreed to, if directed by management.
- E. For purposes of incidental leave requests, participant's starting time will be determined in the following manner:
1. If an employee reports to work within their authorized flexible starting time, their actual reporting time will be considered as their start time.
 2. If employee requests leave or fails to report to work within their scheduled flexible starting time, the employee's starting time will be the assigned scheduled start time of the employee, without a "flexing" option.
- F. Specified flextime windows are determined in each Center and Branch as follows:
1. **Eagan Technology Applications.** Eagan **Solutions Center** provides employees a flextime window of thirty (30) minutes before and after the beginning of their scheduled tour of duty.
 2. **Accounting Service Center.** ASC provides employees, in all of its operations, with the exception of the TACS Help Desk, a flextime window of thirty (30) minutes either side of the scheduled beginning of their tour.

TACS Help Desk. Employees are provided a flextime window of fifteen (15) minutes either side of their scheduled tour of duty with the following

exceptions: TACS Help Desk employees scheduled to work when the phone system opens for calls may only flex fifteen (15) minutes before their scheduled tour of duty; TACS Help Desk employees scheduled to work when the phone system closes for calls may only flex fifteen (15) minutes after their scheduled tour of duty.

3. **Compute Engineering**

- a. Employees of LAN Support are provided a flextime window of thirty (30) minutes either side of the scheduled beginning of their tour.
- b. Administrative Services provides employees in the Mail Center a flextime window of fifteen (15) minutes before the scheduled beginning of their tour to thirty (30) minutes after. Employees of Purchasing, Property and Office Services are provided a flextime window of thirty (30) minutes either side of the scheduled beginning of their tour.
- c. All other **Compute Engineering** operations provide their employees a flextime window of fifteen (15) minutes before and after the beginning of their scheduled tour of duty.

4. **Endpoint Technology.** IT Service Desk. Employees of the IT Service Desk are provided with a flextime window of fifteen (15) minutes before and after the beginning of their scheduled tour of duty.

ITEM O

“Location of Office Space for the APWU Local Union to conduct its contract administration responsibilities and secure materials and records.”

Management will provide the local IT/AS Union with an office space for the purpose of contract administration responsibilities and to secure union materials and records.