

# LOCAL MEMORANDUM OF UNDERSTANDING

## ELK RIVER, MINNESOTA

### **ITEM #1 ADDITIONAL OR LONGER WASH-UP PERIODS:**

Article 8, Section 9 provides for reasonable wash-up time for a letter carrier who performs dirty work. It is the position of the U.S. Postal Service that any letter carrier be granted such time as is reasonable and necessary for washing-up after performing dirty work or incidental to personal needs as currently established.

### **ITEM #2 ESTABLISHMENT OF A REGULAR WORK WEEK OF FIVE DAYS EITHER FIXED OR ROTATING DAYS OFF:**

All regular carriers will be on a five day regular work week with rotating days off.

### **ITEM #3 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 Postmaster or his/her designee will determine whether conditions are such that postal operations should be curtailed or terminated taking into account the welfare of postal employees, service needs and local conditions. The Postmaster or his/her designee will notify all employees should operations be curtailed or terminated. Should extremely hazardous conditions develop while carriers are on their routes, affected employees shall exercise reasonable concern for their immediate personal safety, postal property and the mail in their care, and promptly call the post office for instructions. The Union President or his/her designee, depending on availability, will be notified promptly of these orders.

### **ITEM #4 FORMULATION OF LOCAL LEAVE PROGRAM:**

- A. Leave Year Notification  
Management will publish a general notice in local bulletin no later than November 1, notifying employees of the beginning of the new leave year. This notice will also advise all employees of the risk of losing an over accumulation of annual leave.
- B. There will be three (3) rounds of bidding for choice vacation. The rounds will be for full weeks only. Employees may make a single choice up to two (2) weeks as applicable per round up to a total of five weeks.
- C. A vacation board will be posted 10 days before the rounds of bidding. Bidding will be by seniority.

Bidding will begin on November 15<sup>th</sup> and be completed by December 31<sup>st</sup>.

Employees must submit bids on PS Form 3971 in duplicate.

D. Cancellation of Annual Leave  
A carrier may relinquish vacation weeks in full week increments only. The leave must be relinquished at least 2 (two) weeks in advance of the starting date of the leave, unless circumstances are beyond the employee's control. The relinquished leave will be reposted. The next junior employee will have the first opportunity to bid. If no junior employee bids the cancelled slot, leave for this period will be granted to the senior bidder. If no employee bids this slot within 1 (one) week, the relinquished leave will become an unused slot. Unused slots will be guaranteed under incidental leave provision if the carrier prior to Saturday of the scheduled posting submits a Form 3971 in increments of 8 (eight) hours or more and the carrier has sufficient uncommitted annual leave at the time of the request.

E. Ill During Vacation  
If an employee becomes ill during vacation the appropriate Employee and Labor Relations manual provision shall apply.

F. When an employee is notified that it is their turn to make a selection he/she shall have a maximum of 3 work days to make a selection or the next senior person shall be eligible.

No employee will be allowed to bid for more annual leave (actual or projected) than they have available for the year. At the time the leave is taken if employee does not have sufficient annual leave there is no automatic entitlement to LWOP.

No trading of vacations will be allowed unless mutually agreed upon by the Postmaster or his designee and the union representative.

G. Military Leave  
Military leave will not count as a part of a carriers selections for choice period and will not be charged to the craft vacation selections.

H. Funeral Leave  
1) For the purpose of administration of the new National Bereavement Leave Memorandum, the definition of family shall also include any person whose affinity with the employee is the equivalent to a sibling, spouse, child or grandparent.  
2) In cases of an employee's death, management will evaluate service needs in order to make the necessary arrangements to allow the maximum number of employees to attend the funeral.

I. Leave for Union Business: Appropriate leave to attend a state convention or other union authorized activities may be applied for under short term leave procedures, based on the needs of the Postal Service, and not be charged to the choice vacation period.

**ITEM #5 THE DURATION OF THE CHOICE VACATION PERIOD:**

The Choice Vacations shall begin with the beginning of the Leave Year through the 2<sup>nd</sup> full week of December and the last week of December through the end of the Leave Year.

**ITEM #6 THE DETERMINATION OF THE BEGINNING DAY OF AN EMPLOYEE'S VACATION PERIOD:**

Vacation weeks shall be on a Sunday through Saturday basis.

**ITEM #7 WHETHER EMPLOYEES AT THEIR OPTION MAY REQUEST TWO SELECTIONS DURING THE CHOICE VACATION PERIOD IN UNITS OF EITHER 5 OR 10 DAYS:**

- A. There will be three (3) rounds of vacation bidding
- B. On any round the carrier may make a single choice up to 2 (two) weeks as applicable up to a maximum of five (5) weeks.

**ITEM #8 WHETHER JURY DUTY AND ATTENDANCE AT NATIONAL OR STATE CONVENTIONS SHALL BE CHARGED TO THE CHOICE VACATION PERIOD.**

- A. An official call to jury duty will not be charged to the choice vacation period.
- B. Attendance to the National Convention shall be charged to the choice vacation period by blocking off the appropriate vacation period.

**ITEM #9 DETERMINATION OF THE MAXIMUM NUMBER OF EMPLOYEES WHO SHALL RECEIVE LEAVE EACH WEEK DURING THE CHOICE VACATION PERIOD:**

- A. Elk River shall use the number of carriers and CCAs assigned on November 1st to calculate percentages for the next leave year. The following percentages represent the number of employees allowed choice vacation leave during each period.
  - 1) Nine percent (9%) from the beginning of the leave year through the second (2nd) full week of June.
  - 2) Fourteen percent (14%) from the third (3rd) full week in June through the first full week in September.
  - 3) Nine percent (9%) from the second (2nd) full week in September through the second (2nd) full week in December.
  - 4) Nine percent (9%) from the last full week in December through the end of leave year.
- B. Any fraction at/or over one-half of one vacation slot, in station total computations, will be considered as one additional vacation slot available for bid.

**ITEM #10 THE ISSUANCE OF OFFICIAL NOTICES TO EACH EMPLOYEE OF THE VACATION SCHEDULE APPROVED FOR SUCH EMPLOYEE:**

Refer to Item 4, Section 6.

**ITEM #11 DETERMINATION OF THE DATE AND MEANS OF NOTIFYING EMPLOYEES OF THE BEGINNING OF THE NEXT LEAVE YEAR:**

Refer to Item 4, Section 1.

**ITEM #12 PROCEDURES FOR SUBMISSION OF APPLICATIONS FOR ANNUAL LEAVE DURING OTHER THAN THE CHOICE VACATION PERIOD:**

Carriers requesting incidental and short term annual leave outside the choice vacation bid must submit PS Form 3971 in duplicate in advance and cannot be submitted more than 60 days in advance.

Management will make a decision to grant or deny such requests within one weeks of the leave dates requested. The employee will be required to ask management if their request for leave has been approved or disapproved if management has not contacted them prior to the commencement of the leave.

Requests for short term annual leave **outside those called for in Item #4** will be entered in the presence of the requesting employee. These requests will be granted on a first come, first come first served basis after service needs are met.

Exceptions may be made, since the U.S. Postal Service policy is to administer the leave program on an equitable basis for all employees.

Whenever a letter carrier has requests for two (2) or more Saturdays in a one (1) month period, or days contiguous to two (2) or more holidays, the supervisor will inform the steward or chief steward.

**ITEM #13 THE METHOD OF SELECTING EMPLOYEES TO WORK ON A HOLIDAY:**

- A. The order for selecting employees to work on a holiday and/or a designated holiday is as follows:
  - 1) Volunteers, by seniority and on a rotating basis, regardless of whether eligible for premium pay or for overtime.
  - 2) City Carrier Assistants
  - 3) Non volunteers on a rotating basis according to inverse seniority, regardless of whether eligible for premium pay or overtime.
- B. On a holiday schedule, a T-6/Utility carrier may be assigned to a vacant route on his/her string in the event that a full-time regular is scheduled to work his/her non-scheduled day. If there is not an open route on the utility string, the regular carrier will be assigned where needed.
- C. Carriers who have annual leave immediately preceding or following a holiday/designated holiday will not be required to work as non-volunteers for the Holiday Schedule.
- D. Management shall be responsible for maintaining the records necessary for the administration of this provision.

**ITEM #14 WHETHER "OVERTIME DESIRED" LISTS IN ARTICLE 8 SHALL BE BY SECTION AND/OR TOUR:**

Overtime Desired List shall be by craft section, which shall be designated as follows: 1) Elk River Post Office.

**ITEM #15 THE NUMBER OF LIGHT DUTY ASSIGNMENTS WITHIN EACH CRAFT OR OCCUPATION GROUP TO RESERVE FOR TEMPORARY OR PERMANENT LIGHT DUTY ASSIGNMENT:**

See National Agreement.

**ITEM #16 THE METHOD TO BE USED IN RESERVING LIGHT DUTY ASSIGNMENTS SO THAT NO REGULARLY ASSIGNED MEMBER OF THE REGULAR WORK FORCE WILL BE ADVERSELY AFFECTED:**

See National Agreement.

**ITEM #17 THE IDENTIFICATION OF ASSIGNMENTS THAT ARE TO BE CONSIDERED LIGHT DUTY WITHIN EACH CRAFT REPRESENTED IN THE OFFICE:**

When a full-time regular or part-time flexible carrier requests reassignment to light duty the Installation Head will consider the following duties to the extent possible when effecting reassignment:

- 1) Routing and casing mail.
- 2) Correction, verification, and updating of C.L.A.S.S. records on city delivery routes.
- 3) Other unidentified duties within the employee's restrictions/limitations.

**ITEM #18 THE IDENTIFICATION OF ASSIGNMENTS COMPRISING A SECTION, WHEN IT IS PROPOSED TO REASSIGN WITHIN THE INSTALLATION EMPLOYEES EXCESS TO THE NEEDS OF A SECTION:**

Elk River Post Office City Letter Carrier Craft.

**ITEM #19 THE ASSIGNMENT OF EMPLOYEE PARKING SPACES:**

See National Agreement.

**ITEM #20 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:**

Appropriate leave to attend State Conventions or other union authorized activities may be applied for under short-term leave procedures, based on the needs of the Postal Service, and not charged to the choice vacation period.

**ITEM #21 THOSE OTHER ITEMS WHICH ARE SUBJECT TO LOCAL NEGOTIATIONS AS PROVIDED IN THE CRAFT PROVISIONS OF THE NATIONAL AGREEMENT:**

- A. A full-time carrier called in to work on a non-scheduled day shall work his/her full-time duty assignment provided that there is a vacant route on the string to which the Utility/T-6 may be assigned. Otherwise, the regular carrier working a non-scheduled day will be assigned where needed.
- B. When a letter carrier route or full-time duty assignment, other than the junior employee(s) is abolished at the Elk River Post Office as a result of, but not limited to, route adjustment, highway, housing projects, all routes and full-time duty assignments at the Elk River Post Office 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.
- C. The parties signatory to this agreement are aware that the advent of automation during the term of this agreement may have an impact on letter carrier assignments. As such, it is agreed that before the provisions of Article 41, Section 3.0 are invoked, a committee of equal numbers of management and union representatives will convene to determine if mutually agreeable methods other than those outlined in Article 41, Section 3.0 would be beneficial. If mutual agreement is not reached, Article 41, Section 3.0 would be invoked.
- D. Management will make available skin creams/lotions for protection against frost bite and ultraviolet (UV Rays) (i.e. Warm Skin, Sun Block, etc.).

**ITEM #22 LOCAL IMPLEMENTATION OF THE NATIONAL AGREEMENT RELATING TO SENIORITY, REASSIGNMENTS AND POSTING:**

- A. Letter Carriers may bid for carrier craft assignments using the Telephone Bidding System at 1-800-222-2415 (or 1-800-520-0625 TDD), by accessing the Lite Blue (<http://liteblue.usps.gov>) or by completing a City Carrier Bid Form and placing it in the designated location. Where several assignments are posted, a letter carrier may bid on all assignments indicating their preference
- B. Employees absent on leave may make prior arrangements with their shop steward to submit their bids for any posting they desire during their absence. To be effective, such bids must be initialed by the shop steward.

## LETTER OF INTENT

The parties mutually agree to incorporate the following agreement into the Local Memorandum of Understanding. The mission of this agreement is to make safety a part of the daily routine at the workplace.

The installation shall create an Installation Safety Team (IST) that will be made up of a Management Representative and a NALC Representative.

The IST will meet bi-weekly and jointly to:

- Conduct Safety Talks
- Conduct daily unit safety inspections
- Develop a simple safety reward/incentive program for the Installation
- Review root causes of safety issues, accidents/hazards
- Conduct a thorough review of any accident/safety violation before discipline is considered by management. This shall in no way abrogate the right of management to issue discipline or the Union's right to grieve it.
- Submit quarterly reports to the Manager Post Office Operations and the Branch 9 President recording safety and accident/health and safety reviews

The Branch President and Manager Post Office Operations reserve the right to approve or reject individual Installation Safety Team members.

Signed on behalf of Branch 9, NALC

Signed on behalf of Elk River Post Office

\_\_\_\_\_  
Signature

Michael T. Zagaros

Print

Executive Vice President

Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

Gary Gamm

Print

Postmaster

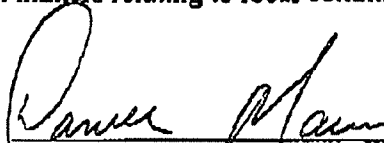
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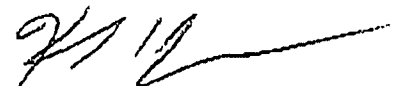
### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into on November 19, 2007 at Elk River, Minnesota, 55330 between representatives of the U.S. Postal Service and the designated agents of the National Association of Letter Carriers pursuant to the local implementation provisions of the 2007 National Agreement. This Memorandum of Understanding constitutes the entire agreement on matters relating to local conditions of employment

5/24/13  
Month/Day/Year

  
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Darrell Maus, Executive Vice President  
N.A.L.C. - Branch 9

8/2/13  
Month/Day/Year

  
\_\_\_\_\_  
Kelly Johnson, Postmaster  
Elk River Post Office 55330