

## **LOCAL MEMORANDUM OF UNDERSTANDING**

### **BURNSVILLE/SAVAGE, MINNESOTA**

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

- A. Article 8, Section 9 provides reasonable wash-up time for a letter carrier performing dirty work or works with toxic materials. It is the position of the U.S. Postal Service that any letter carrier should be granted such time as is reasonable and necessary for washing-up after performing dirty work or incident to personal needs as currently established.
- B. Management will make available skin cream/lotions (i.e. sun block) for protection against ultraviolet (UV) rays.

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

- A. Management will determine the establishment of fixed or rotating days off as appropriate based on service needs.
- B. In determining the establishment of a regular work week of five days with either fixed or rotating days off, management will attempt to maximize the number of assignments with fixed days off of Saturday and Sunday, based on service needs.

#### **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:**

- A. In time of civil disorders or Acts of God involving community disasters such as fire, flood or storms, the installation head will determine whether conditions are such that postal operations should be curtailed or terminated, taking into account the welfare of the postal employees, service needs, and local conditions. Curtailment or termination orders for the affected areas should be, as far as possible, uniform in nature. All reasonable means will be used to notify employees of such curtailments or terminations. Should extremely hazardous conditions develop while the 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 should promptly call their unit supervisor for instructions.
- B. When inclement weather develops before the carrier leaves for the route, the primary concern of the Postmaster shall be the safety and health of the carriers and the delivery of the mail.
- C. Should extremely hazardous conditions develop which constitute a danger while a carrier is on his/her route, affected employees shall exercise reasonable concern for the safety of themselves, postal property, and mail in their care and promptly call the supervisor for instructions.

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

- A. Vacation preference will be by craft seniority.
- B. Vacation choices signed at one time must be 5, 10 or 15 continuous days on PS Form 3971 in duplicate. When an employee is notified that it is their turn to make a selection he/she shall have a maximum of 2 work days to make a selection or the next senior person (s) shall be eligible until bid is received.
- C. 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.
- D. There will be 3 rounds of vacation selections to allow additional selections. Vacation bidding will start within 14 days after November 1<sup>st</sup> and be completed by January 15<sup>th</sup>.
- E. When management can no longer approve a vacation application, selection up to this point must be listed on the vacation chart by the supervisor within 2 days. Beginning with the next senior eligible employee, applications as outlined above will proceed on individual selection by seniority.
- F. Employees who wish to cancel their choice vacation selection must do so in full week increments at least two weeks before commencement of that leave. Employees failing to do this must take their leave as scheduled except in cases of emergency and/or jointly agreed upon to by the Union and Management.
- G. Funeral Leave
  - 1) For the purpose of administration of the new National Bereavement Leave Memorandum, the definition of family shall also include any person related by blood or affinity whose close association with the employee was such as to have been the equivalent of a family relationship.
  - 2) In cases of an employee's death, management will evaluate service needs in order to make the necessary arrangements to allow as many employees off as possible to attend the funeral.
- H. A carrier may relinquish vacation weeks in full week increments only. The relinquished leave will be reposted immediately for a period of 5 days. The next junior employee will have the first opportunity to bid provided they have sufficient uncommitted leave annual leave. If no junior employee bids the cancelled slot, leave for this period will be granted to the senior bidder. If no employee bids this week, the relinquished leave will become an unused slot. Unused slots will be guaranteed under incidental leave provision if the carrier prior to Wednesday 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.
- I. There will be no exchanging of vacation periods between employees.
- J. After the formal choice vacation bidding is concluded, an employee's uncommitted annual leave may be granted in whole weeks for available choice vacation period weeks not filled during the choice vacation formal bidding. Bids for unfilled choice vacation weeks shall be made on PS Form 3971 in duplicate and be submitted to the employee's immediate supervisor. Management will enter date, time, and sign both copies and return one copy to the employee upon receipt. Bids will be awarded on a first come, first serve basis.

- K. Management will post by the vacation board, a notice that the formal choice vacation bidding is concluded, and not accepted uncommitted annual bids until the 2nd day after posted notice.
- L. Management will promptly repost vacation selections that are vacated for the following reasons: Retirement, transfer to another installation outside of Burnsville, transfer to another craft, resignation, promotion to non-bargaining position, termination, or death. Posting of the vacated vacation slot(s) will be within the provisions of Section 4 (H).

**ITEM #5 DURATION OF CHOICE VACATION PERIOD(S):**

- A. The choice vacation periods will coincide with the entire leave year.

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

- A. Vacations will 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. On any round, a carrier may make a single choice up to two (2) or three (3) weeks as applicable.

**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 shall not be charged to the choice vacation period. Annual leave to attend National Conventions will be charged to the choice vacation period, but will not be charged against the individual's number of vacation selections.

**ITEM #9 THE NUMBER OF EMPLOYEES ALLOWED OFF DURING THE CHOICE VACATION PERIOD(S):**

- A. Vacation Periods
  - 1) Nine percent (9%) of the bargaining unit employees will be allowed off per week from the first full week in January through the last full week in April.
  - 2) Twelve percent (12%) of the bargaining unit employees will be allowed off per week from the first full week in May through the last full week in September.
  - 3) Nine percent (9%) of the bargaining unit employees will be allowed off per week from the first full week in October through the last full week in November.
  - 4) Three percent (3%) of the bargaining unit employees will be allowed off per week from the first full week in December through the last full week in December.
  - 5) Any fraction over one-half of one vacation slot will be considered as one additional vacation slot for bid for both offices.
- B. No employee shall be allowed to bid more annual leave than actual or projected for the year.

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

- A. Management will post an annual leave list in a conspicuous place showing each week of the leave year. A carrier's name entered by management opposite the week or weeks that the carrier selects will be the carrier's notification of approved annual leave.

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

- A. The employer shall, prior to November 1<sup>st</sup>, post on the bulletin boards the beginning dates of the new leave year.

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

- A. Request for vacation selections for other than the choice vacation period will be on a first come, first served basis based on service needs.
- B. Application for annual leave for periods other than the choice periods shall be submitted to the employee's supervisor on Form 3971 prepared in duplicate.
  - 1) Management will enter date, time and sign both copies and return one copy to the employee upon receipt.
- C. Requests for short term annual leave may not be made more than three (3) months in advance of the date it is to be used.
  - 1) Requests for short term annual leave will be no more than two (2) Saturdays per month per person, unless the Saturday is open 72 hours prior to the Saturday wanted.

**ITEM #13 THE ORDER OF SELECTING EMPLOYEES TO WORK ON HOLIDAY AND/OR DESIGNATED HOLIDAY:**

- A. The order for selecting employees to work on a holiday and/or a designated holiday is as follows:
  - 1) Part Time Flexible Employees;
  - 2) Volunteers, by seniority and on a rotating basis, regardless of whether eligible for premium pay or for overtime.
  - 3) City Carrier Assistants (CCA's);
  - 4) 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.

**ITEMS 15 & 16 THE NUMBER OF LIGHT DUTY ASSIGNMENTS WITHIN EACH CRAFT OR OCCUPATIONAL GROUP TO BE RESERVED FOR TEMPORARY OR PERMANENT LIGHT DUTY ASSIGNMENT:**

- A. 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.
- B. Light duty assignments will be determined on an individual basis taking into account the work available and the employee's physical capabilities and skills.

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

- A. Light duty assignments will be determined on an individual basis by the Postmaster, or his/her designee. Careful consideration will be made to the medical restrictions of the employee and the needs of the Service. Temporary light duty assignments may result in less than full-time work. To the extent possible, and without detriment to any other full time regular's assignment. Some of the assignments can consist of, but are not limited to the following duties:
  - 1) Routing or casing on the employee's own route.
  - 2) Routing or casing on other available routes when this can be accomplished without seriously affecting the production of the assignments.
  - 3) Correction, verification and updating of edit books.
  - 4) Identification and investigation of readability problems found in automated mail.
  - 5) Performing route maintenance on available routes to include labeling apartment boxes and NDCBUs.
  - 6) Delivery of Express Mail
  - 7) Case label duties

**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:**

- A. Annual leave to attend a union convention by an elected delegate will not affect the delegate's selections during the formal rounds of choice vacation selection.

**ITEM #21 ITEMS SUBJECT TO LOCAL NEGOTIATIONS AS PROVIDED IN THE CRAFT PROVISIONS:**

- A. Route Eliminations
  - 1) 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 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 article.

- 2) 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 provision 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.

**B. Notification of Changes in Schedule or Working Conditions**

- 1) The Union designee will be notified promptly of any proposed permanent change of starting times in excess of one (1) hour, major changes of working conditions within the Burnsville Post Office of employees excess to the needs of a section as soon as such advance information is known to management and in any event no less than seven (7) days in advance of any reassignments, unless unusual or extraordinary circumstances preclude such seven (7) day notification.
- 2) A full-time regular carrier called in to work on a non-scheduled day shall work his/her full-time duty assignment provided there is a vacant route on the string to which the Utility (T-6) may be assigned. Otherwise, the carrier working on a non-scheduled day will be assigned where needed.
- 3) The Union designee will be notified promptly of any proposed permanent change of starting times in excess of one (1) hour, major changes of working conditions within the Burnsville Post Office of employees excess to the needs of a section as soon as such advance information is known to management and in any event no less than seven (7) days in advance of any reassignments, unless unusual or extraordinary circumstances preclude such seven (7) day notification.

**ITEM #22 SENIORITY, REASSIGNMENTS AND POSTING:**

- A. Selection of vacant assignments will be done on an Installation wide basis which will include:

Burnsville  
Savage

As well as all other assignments within the installation designated as craft assignments.

- 1) When more than one assignment is posted, letter carriers shall have the right to bid for all assignments, stating their preference such as first choice, second choice, third choice, etc.
- 2) Letter carrier assignments shall not be posted when there is a change of more than one (1) hour in starting time.
- 3) The effective dates for assignment to routes shall be on a Saturday.
- 4) 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.
- 5) All posted assignments shall be designated as car contract, mechanized, mounted, two (2) trip, etc.

