

LOCAL MEMORANDUM OF UNDERSTANDING

SHAKOPEE, MINNESOTA

ITEM #1 ADDITIONAL OR LONGER WASH-UP PERIODS:

Article 8, Section 9, provides wash-up time for a letter carrier who performs 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.

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

Management will determine the establishment of fixed or rotating days off as appropriate, 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:

In times of civil disorders or Acts of God involving community disasters such as fire, flood or storms, the Postmaster or his designee 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 available 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, the postal property, and mail in their care, and promptly call the unit supervisor for instructions. The Union president or his designee, depending on their availability, will be notified promptly of those orders.

ITEM #4 FORMATION OF LOCAL LEAVE PROGRAM:

- A. There will be three rounds of bidding for choice vacation. The rounds will be for full weeks only. Employees may make a single choice up to three weeks as applicable per round.
- B. Bidding will begin on November 15th and be completed by December 31st.
- C. No employees shall be allowed to bid more annual leave (actual or projected) than he/she has available for the leave year.
- D. Vacation preference will be by seniority.
- E. Vacation choices signed for at one time must be for consecutive weeks. When an employee is notified by the supervisor that he/she is next to make an application, he/she shall have a maximum of 3 work days to make a selection or the next senior person shall be eligible.
- F. No trading of vacations will be allowed unless mutually agreed upon by the Postmaster or his designee and the Union representative.

G CANCELLATION OF ANNUAL LEAVE

- 1) 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 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.

H. FUNERAL

- 1) For the purpose of administration of the new National Agreement Leave Memorandum, the definition of family shall also include any person related by blood or affinity whose 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 the maximum number of employees to attend the funeral.

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

The choice vacation shall be from the beginning of the leave year through the last full week in November and the last full week in December through the end of the leave year.

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

Vacation 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:

On any round, a carrier may make a single choice of 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

An official call to jury duty and attendance at a State Convention shall not be charged to the choice vacation period. There will be one extra slot blocked off for the National Convention. This slot shall not be charged against the choice vacation period.

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

As computed by November 1st, the percentage of the carrier work force at the Shakopee Post Office that shall be allowed off during each week of the choice vacation period shall be 13%.

Any fraction .50 or more of one vacation slot in the total computations will be considered as one additional slot available for bid.

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

Management shall publish a general notice in local bulletin no later than November 1, notifying employees of the beginning of the new leave year.

ITEM #12 THE 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 week 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. All part-time flexible scheduled employees;
 - 2. Volunteers, by seniority and on a rotating basis, regardless of whether eligible for premium pay or for overtime.
 - 3. Transitional Employees
 - 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 follow 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 Lists shall be by section, which shall be designated as follows: Shakopee Post Office.

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 employee requests reassignment to light duty, the Installation Head, who will be guided by the employee's ability to reach the place of employment, will consider the following duties to the extent possible when effecting reassignment:

- 1) Routing or casing mail.
- 2) Rearranging and relabeling cases.
- 3) Lining out and entering change or address orders on appropriate forms.
- 4) Checking, correcting if necessary, and sequencing mailing cards.
- 5) Any other reasonable duties within the individuals restrictions.
- 6) Including, but not limited to the following:
 - a. Correction, verification and updating of C.L.A.S.S. records.
 - b. Correction, verification and updating of auto sort schemes.
 - c. Periodic counts of sector segment mail.
 - d. Identification and investigation of mis-barcoded mail.
 - e. Identification and investigation of readability problems found in automated mail.

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 a State Convention or for other union authorized activities may be applied for under short term leave procedures, and not be charged to the choice vacation period.

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

Whenever route adjustments are made that involve the surplus of a letter carrier route, all practical efforts will be made to surplus the assigned route of the junior carrier in the Shakopee Post Office.

ROUTE ELIMINATION

- A. 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 adjustments, highway, 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.

- B. 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 more beneficial.

ITEM #22 LOCAL IMPLEMENTATION OF THIS AGREEMENT RELATING TO SENIORITY, REASSIGNMENTS AND POSTING:

The Branch 9 representative will be notified promptly of any proposed permanent changes of starting time, major changes of working conditions within the Shakopee 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 reassignment, unless unusual or extraordinary circumstances preclude such seven (7) day notification.

POSTING AND BIDDING PROCEDURE

- A. All vacant letter carrier craft assignments not under consideration for reversion will be posted on the first Tuesday of each pay period. Bidding will close at 9 0AM on the second Tuesday of each pay period.
- B. Letter carriers will bid for carrier craft assignments using the standard bid form supplied by the Shakopee Post Office. Where several assignments are posted, a letter carrier may bid on all assignments, indicating preference on the bid form.
- C. Sealed bids will be used for bidding.
- D. The effective dates for assignments to routes shall be following Saturday.
- E. 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.
- F. No assignments will be posted due to changes in starting time.
- G. Work schedules will be posted no later than 3:00PM on Wednesday of the preceding week.
- H. The deadline for bidding on temporary hold-downs shall be 3:00PM on Tuesday of the preceding week. A temporary vacancy not previously scheduled will be posted in a conspicuous location for at least one (1) full work day

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 Shakopee Post Office

Signature

Michael T. Zagaros

Print

Executive Vice President

Title

Date

Signature

Gerald Berent

Print

Postmaster

Title

Date