

**MEMORANDUM OF  
UNDERSTANDING**

between

**BOUNTIFUL POST OFFICE**

and

**NATIONAL ASSOCIATION  
OF LETTER CARRIERS, AFL-CIO  
BRANCH 111**

Supplement to 2006 - 2011 National Agreement

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## 1998 LOCAL AGREEMENT

This basic local MEMORANDUM OF UNDERSTANDING entered into to supplement the National Agreement represents and constitutes an agreement between the Bountiful Utah Post Office identified as the National Association of Letter Carriers Branch 111 for the purposes of collective bargaining with respect to local personnel policies and practices and working conditions.

### **Item 1: Wash-Up Period**

Installation heads shall grant reasonable wash-up time to those employees who perform dirty work or work with toxic materials. The amount of wash-up time granted each employee shall be subject to the grievance procedure.

### **Item 2: Non-Scheduled Days**

The regular work week of five days for full time regular employees shall be continued with rotating, non-scheduled days off.

### **Item 3: Emergency Procedures**

The decision for curtailment or termination of postal operations to conform to the orders of local authorities, or as local conditions warrant because of emergency conditions, shall be made by the installation head. When the decision has been reached to curtail postal operations, to the extent possible, management will notify and seek the cooperation of local radio and television stations to inform employees.

### **Item 4: Annual Leave Program**

- A. The annual leave program shall be jointly administered by the unit Union Steward (or designee) and the unit Supervisor within the framework of Article 10 of the National Agreement.
- B. Employees may cancel scheduled vacation from the roster (all or part) provided their reserve annual leave does not exceed 440 hours and the request is made no later than Monday immediately prior to posting of the schedule. With the exception of an emergency, failure to cancel by the Monday prior to schedule posting commits that carrier to take scheduled annual if management deems necessary. [NOTE: Management and the Union agree that a carrier, should he/she decide to cancel all or part of any vacation period, announce such as soon as possible to afford other employees the opportunity to secure the vacated period.]
- C. The local Union Steward (or designee) and the supervisor shall jointly review the leave chart before posting.

- D. Ten days prior to the vacation sign up period, Management will ensure the Union Steward or designee sufficient time to distribute a "Vacation Choice Proxy Form" to each carrier. Each carrier will list at least ten weeks, in order of preference, the weeks he/she desires to be reserved on the vacation roster on his/her behalf for each rotation and provide a copy of his/her form to the Union Steward or designee prior to the beginning of the vacation sign up period. Ten days prior to the beginning of the vacation selection process, dates and rules will be posted on the bulletin board above the time clock. Management and the Union designee shall review the vacation roster to ensure it is in compliance with Article 10, section 4.B of the National Agreement. Transfers or newly hired employees after the first full pay period in November and before the first full week in January will be given the opportunity to sign the vacation roster during that same period.
- E. During the vacation selection period in November, all reserved "leave periods" must be in blocks of a full week. After the close of the vacation selection session, a "leave period" is defined as either a full week or a single day or group of days, but not for less than a full day.
- F. After the closing of the vacation selection period, the supervisor, steward, or union designee will ensure that any reserved vacation period that a carrier may choose not to utilize will be posted so that any carrier within the Bountiful station will have the opportunity to utilize his/her seniority to use his/her accrued leave during all or part of the vacated period. The posting of the vacated slot will remain on the bulletin board for one week. At the close of the week, the bids will be reviewed and awarded per seniority (bids will be made in the form of Form 3971). All bids for full week periods will take precedence over partial week bids. If the vacated slot is not bid upon, the vacated slot will then be awarded on a "first-come, first served" basis. Seniority will break all ties. When partial weeks are awarded, the remaining days of the week will be available until filled via this process. In the event a carrier is awarded a vacation period via the process described above, that carrier is obligated to take the leave in full, unless jointly waived by the supervisor and steward. [The intention of this paragraph is to maximize all possible leave opportunities to all carriers].
- G. Carriers will not be allowed to trade or give away weeks, weeks not used must be placed up for bid to the senior carrier with enough annual leave to cover that week(s).
- H. No carrier may reserve more annual leave than he/she is expected to have accrued. In the event a carrier has reserved more leave than he/she is permitted as per this paragraph, the supervisor and/or steward will provide that carrier a choice of which reserved vacation period he/she will decline. This is an Annual Leave program not a LWOP program, annual leave must be used for vacation slots not LWOP. This is to ensure that those with annual leave will have the opportunity to take their annual leave.
- I. At the request of the Union, all special leave requests for Union business shall be granted as per the guidelines of Article 30, Section B.9 of the National Agreement, assuming it does not adversely affect the operation of the Bountiful Station.

**Item 5: Duration of the Choice Period**

The choice period shall be the entire calendar year.

**Item 6: Determination of the Beginning Day of the Employee's Vacation Period**

Full weeks of reserved vacation periods will begin on Sunday and end on Saturday.

**Item 7: Method of Vacation Selection**

Each letter carrier shall be granted the opportunity to select vacation periods as outlined below and per Article 10, Section 3, of the National Agreement. The vacation roster shall be passed in accordance with the following:

- A. During the first rotation each carrier will (by seniority) have the opportunity to select either one block of five to ten consecutive workdays. Employee's who earn 20 or 26 days of annual leave per year may choose to select a block of fifteen consecutive workdays. At the employee's option, carriers may also choose two selections, in units of (5) five or (10) ten consecutive workdays, with the total not to exceed the ten or fifteen days above. In the case a letter carrier is absent and unable to make his/her selection as per his/her seniority on the vacation roster, the steward or designee will refer to the absent carrier's "Vacation Choice Proxy Form" and make the choice for the absent carrier as completed per Item 4.C. above. In the case that the absent carrier did not submit a proxy form, the steward or designee shall attempt to contact the carrier via telephone. If the absent carrier cannot be contacted, that carrier will be passed over and be permitted to immediately make a selection upon his/her return to duty.
- B. During the second rotation, each carrier (by seniority) will have the opportunity to select in blocks of five consecutive workdays (Monday-Saturday) all remaining leave to be earned in the target calendar year. In the case a letter carrier is absent and is unable to make their selection, the same process will be followed as described in the first rotation.
- C. During the third rotation, each carrier (by seniority), may select one week of any leave that will be carried over from the previous year.
- D. Immediately after the vacation selection rotations are completed and the period is deemed closed, any remaining leave periods throughout the year are available to award to any carrier as per the process in Item 4.F., 4.G., and 4.H. above. Carriers will be allowed to reserve any full weeks or partial weeks in a group consisting of whole single days and all such reservations must be requested no later than 12pm of the Wednesday prior to the week of the requested leave date(s). When partial weeks are awarded, no other carrier may reserve that entire week unless another vacant slot is available. However, any single days unreserved are deemed available. 3971's turned in on the same day; full weeks take precedent over partial weeks by seniority.
- E. Concerning leave vacation periods from October thru January, all weeks during that period of time over 7% must be taken in full weeks, no guaranteed partial weeks will be granted per

Item 7.D above. All partial week requests over the initial 7% during that period of time will be at the supervisor's discretion as incidental leave.

- F. A carrier's ability to reserve periods of leave that are for less than a full week via the process described above will be limited to Eight periods per calendar year, this does not include incidental leave as described in Item 12. 3971's cannot be turned in before January 1<sup>st</sup> of the vacation year and can only be turned in for that vacation year.

#### **Item 8: Other Leave Charged to the Choice Period**

Letter carriers on jury duty during their selected vacation period shall be eligible for another available open vacation slot within the calendar year. Time off for jury duty will not be counted against the number of vacation slots available.

Annual leave to attend Union conventions and regional assemblies during the choice vacation period shall be charged to that particular week in which they are held. Sufficient slots for all eligible delegates for convention weeks shall be withheld prior to the vacation calendar selection period for the appropriate week(s). In the event those slots are not used by those delegates to attend conventions, those slots will be deemed available for reserved leave to be awarded according to process described in 7.D. above.

#### **Item 9: Determination of Maximum Number of Carriers Who Shall Be Permitted to Use Annual Leave Each Week**

The number of employees to be off each week, as per the vacation roster, shall be computed at the rate of 13% of the total number of carrier employees that were employed at the Bountiful station as of November 1st. For rounding purposes, .5 and greater shall be rounded up, less than .5 is rounded down. All employees will ensure that annual leave in excess of 440 hours is committed prior to November 1<sup>st</sup> of each year.

#### **Item 10: Approval of Scheduled Annual Leave**

Union officials will have the exclusive right to establish the vacation calendar. Letter carriers' names on the annual leave roster will indicate approval of annual leave scheduled. Form 3971 shall be turned in by Monday prior to posting of the schedule. Any carrier who is awarded leave after the close of vacation selection period via Items 4.F or 4.G will be deemed automatically approved for that leave.

#### **Item 11: Determination of the Date and the Means of Notifying Employees of the Beginning of the New Leave Year**

Management shall notify all carriers no later than November 1 of the beginning of the new leave year. This information will be mentioned in a standup and posted on a bulletin board.

**Item 12: Submission of Applications for Annual Leave after Completion of Vacation Selection Period**

Annual leave requests for days or weeks (incidental leave) left over after the leave calendar that cannot be secured via Item 4 or Item 7 will be approved or disapproved by the supervisor on a first come first serve basis a minimum of 14 days prior to the date the leave requested is scheduled to begin. All requests not disapproved by 14 days prior to when the leave is scheduled to begin will be considered approved. Carriers requesting annual leave within those 14 days that cannot be secured via Item 4 or Item 7 (Incidental Leave) must submit a ball-dated Form 3971 at least seven (7) days in advance of the leave date. Management shall approve or disapprove the requested leave no later than the Wednesday prior to the affected vacation week, Tuesday for holiday weeks.

**Item 13: Holiday Scheduling**

The Employer will determine the number of employees needed for holiday work and a schedule will be posted the Tuesday preceding the service week in which the holiday falls. The method used to schedule employees to work on a holiday will follow the JCAM Article 11.

**Item 14: Overtime Desired List**

Overtime Desired Lists will be established and posted as per Article 8. The Bountiful Post Office Installations will all be considered one section for equal distribution of overtime.

**Item 15, 16, and 17: Light Duty Assignments**

**15: The number of Light Duty Assignments:**

Management will make every effort for light duty assignments, to aid and assist any carrier, full-time regular or part-time flexible, who through the illness or injury is unable to perform their regularly assigned duties. Temporary light duty requests shall be supported by a medical statement by a licensed Physician or by licensed Chiropractor.

**16 and 17: Light Duty Assignments:**

Light duty will be assigned per guidelines outlined in the Joint Contract Administration Manual – chapter 13.

Carriers working light duty shall be permitted to perform their normal duties as allowed by their medical restrictions, and other duties assigned by their supervisor. Light Duty assignments will vary according to mail volumes, special projects, and the nature of their illness or injury.

**Item 18: Reassignment within an Installation of Employees Excess to the Needs of a Section:**

When a full-time duty assignment is divided by major adjustments, the full-time carrier serving the assignment shall have the choice to which section he/she shall continue to serve, providing that both of the following conditions apply:

- A. The assignment to which the duties have been transferred is a full-time assignment which shall be posted for bid.
- A. At least 40 percent of the duties of the assignment chosen were provided in the original full-time duty assignment.
- C. For reassignment purpose the definition of a section is all city routes in the Bountiful office.

**ITEM 19: PARKING**

Uncover parking space in excess of the USPS needs will be available to craft on a first come first serve basis.

**Item 20: Annual Leave to attend Union Activities**

Management must make every effort to grant time off to union members requesting to attend union activities (e.g. State and National Conventions, AFL-CIO Conventions, Regional Assemblies, and training seminars). Only time taken within June, July and August will be charged against the percentage above mentioned.

**Item 21: Other Items**

**Item 22: Seniority, Reassessments and Posting**

**Article 41.3.O**

When a Letter Carrier's 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, 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 with the posting of this Article.

**Article 41.1.A.3**

The current posting/bidding methodology, in accordance with Article 41.1.B will continue throughout the life of this Agreement.

**Article 41.A.5**

Routes will not be posted in the event starting times are changed by one hour or more.



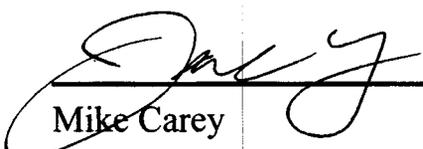
**Agreement between the Bountiful Installation of the  
United States Postal Service and Branch 111 of the  
National Association of Letter Carriers, AFL-CIO**

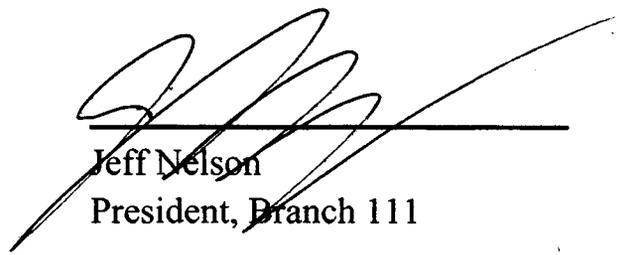
The parties agree that pursuant to the Memorandum of Understanding #M-01828 made at the National level, we elect to institute a process that allows employees who transfer from another installation or are converted to full-time to place their names on either the overtime desired list or work assignment list.

The parties agree that upon the date that an employee transfers from another installation or is converted to a full-time regular from being either a part-time flexible city letter carrier or city carrier assistant, that employee will have a two week period for signing the aforementioned overtime lists (Article 8.5.A).

The parties agree that this agreement will extend back to employees that have become full-time regulars since the beginning of the 4th quarter of the current calendar year (October 1st, 2013).

All the terms contained in MOU #M-01828 will also apply to this local agreement.

  
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Mike Carey  
Postmaster, Bountiful

  
\_\_\_\_\_  
Jeff Nelson  
President, Branch 111

Date 12/11/13