

MEMORANDUM OF UNDERSTANDING

between

MAGNA, UTAH POST OFFICE

and

**NATIONAL ASSOCIATION
OF LETTER CARRIERS
BRANCH 111**



Supplement to 1994 - 1998 National Agreement

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UNION RECOGNITION

Parties to the Agreement

This Local Memorandum Of Understands (LMU) supplements the nationally negotiated Agreement. This LMU constitutes an Agreement between the Magna, UT Post Office and the National Association of Letter Carriers, Branch 111 for the purpose of collective bargaining with respect to local personnel policies and practices and working conditions.

This Agreement has no force or effect with respect to employees in crafts not represented by the National Association of Letter Carriers, Branch 111.

ITEM 1: Additional or longer wash-up periods.

Reasonable time shall be daily granted for wash-up time, according to Article 8 Section 9 of the National Agreement.

(NOTE: The bold and underline above is for emphasis as agreed by the parties.)

ITEM 2: The establishment of a regular work week of five days with either fixed or rotating days off.

All existing assignments shall have rotating days off. Whether future full-time assignments shall have fixed or rotating days off shall be a subject of discussion between the NALC Branch 111 and USPS>

ITEM 3: Guidelines for the curtailment or termination of postal operations to conform to orders of local authorities or as a local conditions warrant because of emergency conditions.

After a thorough review of Local Authority declarations when Postal authorities declare an emergency condition exists which endangers the well-being of a carrier, they shall take prompt action to alleviate such danger.

At such times when a carrier is outside the office and communications with management regarding the emergency which may affect the carrier's well being cannot be given to the manager in a timely manner, it is natural for the carrier to determine the proper actions to take based upon the carrier's mature good judgment; when and if such is done, the carrier shall communicate with management as soon as possible.

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ITEM 4: Formulation of local leave program.

The annual leave program shall be administered within the general framework of Article X of the National Agreement. At the request of the Union, special leave shall be granted when possible. The leave roster shall be passed by the shop steward throughout the carrier workforce by seniority, and each carrier shall indicate his/her selection in the roster by the second full week in November. Carriers wishing to cancel any or all of a previously approved vacation period must submit the request in writing to the supervisor at least one week prior to the beginning date of said period. Failure to meet this time constraint will result in disapproval of the request.

ITEM 5: The duration of the choice vacation period.

The duration of the choice vacation period is established as: January 1 through December 31 each year.

ITEM 6: The determination of the beginning day of an employee's vacation period.

Vacation leave shall be granted in periods of complete weeks beginning on Monday.

ITEM 7: Whether employees at their option may request two selections during the choice vacation period, in units of either 5 or 10 days.

Carriers will sign up for annual leave over three vacation selection rotations. The final rotation will be completed by the second full week in November. (See Item #4.)

ROTATION ONE:

By seniority, carriers will sign for either one week, or two consecutive weeks, or make no choice at all.

ROTATION TWO:

Carriers will sign by seniority. If a carrier signed for one week in the first rotation he/she will be allowed to sign for two consecutive weeks, one week, or make no choice at all. If a carrier signed for two consecutive weeks in the first rotation he/she will be allowed to sign up for one week or make no choice at all.

ROTATION THREE:

By seniority, carriers will sign for all remaining available/open weeks any where in the year.

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ITEM 8: Whether jury duty and attendance at National or State Conventions shall be charged to the choice vacation period.

No less than (2) employees will be allowed to attend National and State Conventions. Prior to the beginning of each calendar year when convention weeks and the week of rap session has been determined, two slots to accommodate delegates shall be withheld for the appropriate weeks. If Magna sends no delegates to conventions or the rap session the slots will be returned to the craft for vacation selection. The rule for claiming those weeks will be by application by PS Form 3971 on a first come, first serve basis.

ITEM 9: Determination of the maximum number of employees who shall receive leave each week during the choice vacation period.

The number of carriers who shall receive leave each week shall be 14.5%.

The rounding rule will be: .5 and greater will be rounded up; less than .5 will be rounded down.

ITEM 10: The issuance of official notices to each employee of the vacation schedule approved for such employee.

After completion of the initial vacation sign-up period, PS Form 3971 shall be submitted in two (2) copies, one copy shall be returned to the employee signed and indicating the choice(s) granted by the Wednesday prior to the event barring emergencies, nullifying approval.

ITEM 11: Determination of the date and means for notifying employees of the beginning of the new leave year.

Management shall, no later than November 1, publicize on bulletin boards and by other appropriate means the beginning date of the new leave year, which shall begin with the first day of the first full pay period of the calendar year.

Carriers will be allowed to sign up for as many weeks as they expect to have accrued, and no more within the guidelines of the vacation selection process.

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ITEM 12: The procedure for submission of applications for annual leave during other than the choice vacation period.

Carriers failing to make leave selections, in accordance with Item #7, must submit PS Form 3971 in advance. Carriers requesting annual leave must submit PS Form 3971 at least seven (7) days in advance of the leave date, or as soon as possible in cases involving personal emergency. Management shall reply, indicating approval or disapproval, not later than the Wednesday prior to the affected work week, or as soon as possible in cases involving personal emergency.

In cases where a letter carrier applies for a full week that is open on the vacation roster and it can be determined that he/she will have sufficient leave accrued; management will award that week to the applicant. Applications for full weeks will have precedent over applications for less than a full week, unless the open (under 14.5%) calendar week is less than six weeks prior to the application. (It should be noted that upon being awarded the full week management retains the right to ensure that the awardee is not committed to more weeks than they will have leave to cover.)

If a letter carrier applies for leave in less than full week increments for a week that is open on the vacation roster and it can be determined that he/she will have sufficient leave accrued; management will authorize and schedule the leave application no more than six weeks prior to the date(s) applied for. In cases of competing applications for less than full week increments management shall award the leave on a first come, first serve basis.

ITEM 13: The method of selecting employees to work on a holiday.

- (a) Casuals
- (b) Part-time flexibles
- (c) Full-time regular volunteers - by seniority.
- (d) Full time regulars who did not volunteer on what would otherwise be their non-schedule day - by inverse seniority.
- (e) All other non-volunteer full-time regulars - by inverse seniority.

ITEM 14: Whether "Overtime desired lists" in Article VIII shall be by section and/or tour.

The overtime desired lists shall be maintained in accordance with Article VIII, Section 5, of the National Agreement. Overtime desired lists shall be by Section. A Section shall be defined as the Magna Post Office.

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ITEM 15: The number of light duty assignments within each craft or occupational group to be reserved for temporary or permanent light duty assignments.

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.

ITEM 17: The identification of assignments that are to be considered light duty within each craft in the office.

Management will make every effort to afford light duty to letter carriers who have appropriate need as demonstrated by documentation from a health provider. Examples of assignments that are to be considered light duty are: (a) assisting routes by setting up mail, (b) casing routes, (c) labeling cases, (d) labeling apartment house mailboxes, (e) rewrite route books, (f) mark-up forwardable mail, (g) Deliver Point Sequencing daily station inputs, and (h) assist in the staging of Delivery Point Sequenced mail. Management and a NALC union representative shall meet, when appropriate, to determine other opportunities for light duty assignments.

ITEM 18: The identification of assignments comprising a section, when it is proposed to reassign within an installation employees excess to the needs of a section.

A section or installation, for purposes of this agreement, shall be the Magna Post Office.

ITEM 19: The assignment of employee parking spaces.

Two spaces will be reserved for management use. The remaining parking spaces will be utilized on a first-come, first served basis.

Management will assure, in any case, sufficient parking to all letter carriers that is: (a) free of charge to the carrier and (b) reasonably close to the Magna Post Office.

In the event the Magna office moves to a different facility parking will be a priority matter of discussion between the Postmaster and the Branch 111 President or his/her designee.

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.

(See Item #8.) Though vacation selections to attend Conventions and the rap session count against the 14.5% selections per week, delegates will be permitted to sign for other than convention/rap session weeks during the first and second vacation rotations. Delegate status for convention/rap session weeks will not be construed as delegates not having another opportunity to sign for leave during the first and second vacation rotations.

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ITEM 21: Those other items which are subject to local negotiations as provided in the craft provisions of this agreement.

- Article 41 - Section 1.A.3. --- The existing local procedures for scheduling rotating nonwork days and of installation-wide bidding shall remain in effect.
- Article 41 - Section 1.A.5. --- Letter carrier assignments shall not be posted because of a change of more than one hour in starting time.
- Article 41 - Section 1.B.2. --- Posting and bidding for duty assignments and/or permanent changes in Fixed non-workdays shall be installation wide.
- Article 41 - Section 1.B.3. --- The notice for letter carrier craft assignments shall remain posted for (10) ten days, less, if agreed mutually by NALC Branch 111 and Management.
- Article 41 - Section 1.C.4. --- The successful bidder shall work the duty assignment as posted. Unanticipated circumstances may require temporary change in assignment. The T6 must move to another assignment when a regular is called in on his/her nonscheduled day.
- Article 41 - Section 3.O --- 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 that delivery unit as a result of, but not limited to route adjustments, highway, housing projects, all routes and full-time duty assignments 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 in accordance with the procedures in this article.

ITEM 22: Local implementation of this agreement relating to seniority, reassignments and posting.

This item is the same definition as Item 14 of this Local Agreement.

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ADDITIONAL AGREEMENTS:

LOCAL LABOR-MANAGEMENT MEETINGS AND AGENDA:

The parties to this agreement will meet as needed but not less than quarterly. Such meetings shall not exceed one (1) hour in duration. Neither party shall have the right to unilaterally refuse a Labor-Management meeting. It is agreed that agenda items for discussion at the Labor-Management meeting shall be exchanged by the parties to this agreement at least one (1) full work-day before the scheduled meeting. Items not placed on such an agenda shall be discussed by mutual consent of both parties. In any case parties will respect an 'open door' policy to discuss issues in a timely manner.

SMOKING POLICY:

The smoking policy at Magna Post Office shall be in accordance with SLC District guidelines.

TELEPHONE AND FAX MACHINES:

It is recognized that official telephones and fax machines are for postal business. Union officials will be permitted to use official telephones and fax machines for the purpose of conducting union business related to the administration of the National Agreement. Any long distance telephone calls or fax machine transmissions made by union officials will be at no additional cost to the Postal Service.

Union officials receiving emergency and long distance calls or fax messages will be notified immediately and use of the telephone or fax machine will be permitted.

No out-going fax transmission by an union official will be longer than three pages in length.

SPECIAL STAND-UPS:

The NALC union steward, or designee, will be permitted to give a stand-up of no more than five (5) minutes following the monthly Branch 111 meeting to inform carriers of policy changes and pertinent information effecting the Branch or the duties of the letter carrier. The tone of any such stand-up will be professional.

ROUTE INSPECTIONS AND ADJUSTMENTS:

All route inspections and adjustments will utilize the "Route Inspection/Adjustment Co-Leader Process" Salt Lake District/NALC agreement.

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DELIVERY POINT SEQUENCE IMPLEMENTATION:

The Magna Post Office will implement the Delivery Point Sequence (DPS) process under the guidelines of the Salt Lake District/Branch 111, NALC DPS Implementation Agreement and other provisions jointly agreed to by National, Area, and local parties. This special item will be in force only during the life of the 1994 - 1998 Local Memorandum of Understanding.

The Magna Postmaster and the Branch 111, NALC President will be free to negotiate special local modifications to the Agreement as the need arises.

DURATION OF LOCAL MEMORANDUM:


This Local Memoranda shall continue in force and effect from the day it is signed until re-negotiated locally.

In witness whereof:



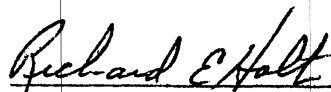
Thomas R. McPartland
Designated Agent for NALC
Branch 111, AFL-CIO

DATE: 2-27-96



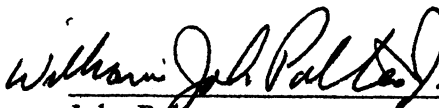
Gene Brackus
Postmaster
Magna, Utah

DATE: 2-27-96



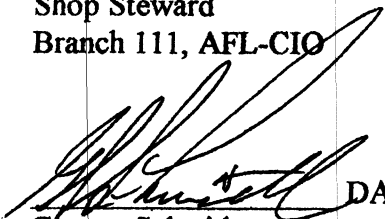
Richard Holt
Shop Steward
Branch 111, AFL-CIO

DATE: 2-27-96



John Patten
Delivery Supervisor
Magna, Utah

DATE: 2-29-96



George Schmidt
Alternate Steward
Branch 111, AFL-CIO

DATE: 3/4/96