

LOCAL
MEMORANDUM OF UNDERSTANDING

BETWEEN
SANDY POST OFFICE
AND
NATIONAL ASSOCIATION OF LETTER CARRIERS
BRANCH 111 - SANDY MERGED

1994

This MEMORANDUM OF UNDERSTANDING is entered between the representatives of the U.S. Postal Service and the National Association of Letter Carriers, Branch 111, pursuant to the Local Implementation Provision of the National Agreement. This MEMORANDUM OF UNDERSTANDING constitutes the entire agreement on matters relating to local conditions of employment.

IN WITNESS WHEREOF:

U.S. POSTAL SERVICE - SANDY, UTAH

BY: _____ Date _____
Robert Vunder
Postmaster - Sandy, UT

BY: _____ Date _____
Steve Oblad

BY: _____ Date _____
Jesse Carrillo

BY: _____ Date _____
Horst Peleschka

EMPLOYEE ORGANIZATION
National Association of Letter Carriers
Branch 111 Salt Lake City, UT

BY: _____ Date _____
Salli Hislop - Steward

BY: _____ Date _____
Drew Roberts - Steward

BY: _____ Date _____
Brenda Ford - Alternate Steward

BY: _____ Date _____
Steve McNees
Branch President

ITEM 1

WASH-UP TIME

ITEM: Additional or Longer Wash-up Periods
Article 8. Section 9: "Wash-up Time"

Each Letter Carrier will be granted three (3) minutes for wash-up after casing his/her route and prior to delivering on the street, if necessary.

Every letter carrier will also be granted three (3) minutes for wash-up, if necessary, after returning to the office from the street.

ITEM 2

WORK WEEK - NON-SCHEDULED WORK DAY

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

- A. All Letter Carrier Routes in the Sandy Post Office shall be on a rotating days off schedule.
- B. Unassigned regular and utility carriers WILL be given a non-scheduled work day on a rotating basis.

ITEM 3

ACTS OF GOD

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

- A. The management of Sandy Post Office will take into account the employees health and welfare by "Acts of God" Section 519.21 of the Employee and Labor Relations Manual, and Section A of Item #3 of this local contract with Branch #111 N.A.L.C. and management of Sandy Post Office. Letter carriers will use their best judgment when unable to contact management, based on local authorities and hazardous conditions

ITEM 4 - 12 & 20

ITEM: Formulation of local leave program.

SECTION A

VACATION MEMORANDUM

1. A "Vacation Memorandum" for the Sandy Letter Carriers will become a permanent part of this local agreement. Many of the items that are normally enumerated in the implementation of Article 30 of the National Agreement will be included in this memorandum.
2. The vacation selection process will be the responsibility of the Union. Management and union representatives will oversee the vacation selection process at each station.
3. The shop steward or designee (jointly agreed upon by both management and Branch 111) will oversee the carrier vacation scheduling to be given sufficient time to complete necessary scheduling tasks.

SECTION B

PRIME TIME

1. Prime time vacation will January 1 through December 31.

SECTION C

VACATION COMPLEMENT

1. During prime time, there will be 13% of the carrier work force off (rounded to the nearest whole number) at any given time.

SECTION D

NOTIFICATION OF BEGINNING DAY, SCHEDULE, AND LEAVE YEAR

1. The vacation work week will begin on Monday and end on Sunday.
2. A completed copy of the vacation schedule will be posted before December 15. This will be official notice to the carriers and Sandy Management of the scheduled leave for the following year.
3. Letter carriers will be expected to complete a Form 3971 by 1500 hours on the Monday of the prior week to the scheduled leave.

SECTION E

VACATION SELECTION

1. Beginning the full week in between the Veterans and Thanksgiving holidays in November, vacation selection will begin and continue daily until complete. Under no circumstance will this extend beyond two weeks.
2. The steward (or designee) will be allowed to complete at least one half of the carriers' choices for one round each day.
3. The steward or (designee) will post a list indicating the approximate day for each carriers choice for each round of the vacation selection.
4. Carriers must be ready to select in person or by proxy (letter or designated carrier) on the day designated. If not ready, such carriers will be passed over and allowed to make their choice(s) during the next round.
5. Vacation selection will be by carrier seniority.
6. Employees who earn twenty (20) days or more vacation may choose one (1) ten day period, or two (2) five day periods in first round selection in prime time. On second selection round employees may choose one (1) five day period in prime time.
7. A carrier who earns 20 or more days annual leave per year may at his/her option select one three consecutive week (15 days) period on the first round of selection. The carrier would then forfeit the selection of a prime time week on his/her second round selection.
8. Those employees having either advanced or credited carry-over of time equaling or exceeding twenty-six (26) days of annual leave may, on the third selection round, select remaining leave in increments of five day periods wherever it is available.
9. Employees who earn thirteen (13) days vacation may choose one (1) ten day period or two (2) five day periods on their first vacation pick, during prime time.
10. After the completion of vacation selection round three (3), any employee who elected to pass on an earlier selection round may select one (1) five day period wherever it is available.

SECTION F

JURY DUTY, UNION AND MILITARY ACTIVITIES Article 24, Section 2.a

1. Carriers who are delegates to National, State or Regional conventions, assemblies, or meetings shall use their seniority during the prime time period. If their seniority is insufficient, they will be off regardless, and this leave will not be considered part of the quota of carriers off during the prime time vacation period. This selection will not count against the carrier's total number of weeks allowed in the choice period.
2. Each year in which National, State, or Regional Conventions, assemblies, or meetings are held, one half of the allotted leave for each week of the above stated meetings, will be held out of the normal selection to be used by possible delegates.
3. Military leave (summer or weekend drills) are not a part of the vacation selection process. Vacation time selected prior to the leave year (for military drills) shall not count as a choice vacation selection. Leave selected during the vacation year will not count as a choice selection nor will it count toward the maximum number of carriers allowed off during the choice vacation period.

SECTION G

TRADING OR GIVING AWAY SCHEDULED LEAVE

1. Carriers have the exclusive right to trade scheduled leave with any other carrier or give scheduled leave to another carrier (full weeks only). All trades or given leave will be arranged with the steward (or designee) no later than the Monday prior to the week of the scheduled leave.
2. At any time a carrier can trade weeks of scheduled leave for other weeks that don't have a full complement scheduled off (full weeks only).

SECTION H

REQUESTS FOR UNSCHEDULED LEAVE

1. Carriers who submit form 3971 for unscheduled leave (whether for a day or week) will be permitted to have annual leave if the employee complement permits. Military leave and 204-B assignments will not constitute a basis for denial of a request if annual leave has been turned back, traded properly, or never assigned, and the allowed vacation complement is not full.
2. All requests for unscheduled leave shall be submitted to the

steward (or designee) no later than the **Monday** prior to the week of the leave requested.

3. Requests for available leave more than 3 months in advance will be granted by seniority (high to low)
 - A. Leave will be awarded within 7 days of submission.
 - B. Requests may not exceed the carrier's vacation hours available.
4. Requests for leave that are 3 months or less in advance will be granted to the earliest dated form 3971 (i.e. requests for October 20th can be submitted on July 20th under this provision).
5. All requests for unscheduled leave shall be submitted on form 3971. The form will be ball dated, have a time clock ring, and turned in on the same date.
6. The date of submission of the 3971 will be considered invalid without the ball date, time clock ring. All other requests properly submitted will be considered as prior requests.

SECTION I

POSTING OF AVAILABLE LEAVE

Each station will post under a plastic or Mylar coating, the vacation schedule for the entire office, to be maintained by the steward or designee.

ITEM 13 HOLIDAY

Article 11 Section 6

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

- A. Management will select carriers to work on holidays in the following order by station.
 - 1) Casuals
 - 2) Part-time Flexibles
 - 3) Full-time Regulars volunteers by seniority regardless of pay status (straight time or overtime).
 - 4) Full-time Regular non-volunteers by inverse seniority regardless of pay status.

ITEM 14

OVERTIME DESIRED LIST

ITEM: Whether "Overtime Desired" lists in Article 8 shall be by station.

- A. The carrier "Overtime Desired" list will be by station.
- B. Upon award of a bid (reassignment) in a different station, the carrier's ODL status will transfer with the employee to the new station.
- C. Upon conversion from PTF to Regular status, carriers will be given 14 days to sign the O.D.L. in the station assigned.
- D. Carriers signing the O.D.L. under B & C above, on the interim of a quarter will be equalized as called for in Article 8, on a pro-rated basis as per number of days left in the quarter from date of sign-up.

ITEM 15 - 17

LIGHT DUTY ASSIGNMENTS

ITEM: The number of light duty assignments, the method to be used in reserving light duty assignments, and the identification of assignments that are to be considered light duty...

- A. It is agreed that management will, at the employee's request consult with the union prior to making a decision concerning each individual request for assignment of an ill or injured employee to light duty. Such assignments will be consistent with the physical limitations of the employee based on the recommendations of a physician, as specified in the National Agreement.
- B. Due to the varying nature of injuries or illnesses, the duties assigned as light duty will be determined by consultation with union officials, at the employee's request. Every effort will be made to assign the employee to duties within the physical limitations in the same section and tour and whenever possible the assignment will have the same days off as the employee's original schedule.
- C. Light Duty Assignments may include:
 - 1. Delivering mail.
 - 2. Casing and routing mail.
 - 3. Coverage of suitable collection routes.
 - 4. Coverage of suitable special delivery routes.
 - 5. Labeling cases.

6. Rewriting route books.
7. Carrier mark-ups.
8. Answering the phone.
9. Other assignments as agreed upon.
10. DPS daily inputs and associated work.

An employee on light duty cannot bump an employee holding down a bid assignment.

- D. To the extent possible, management shall combine part-time hours for an eight (8) hour day within 9 hours and forty (40) hour week, at the delivery unit level.

ITEM 18

SECTION

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

Each station shall constitute a section for carrier assignments or reassignments.

ITEM 19

PARKING

ITEM: The assignment of employees parking spaces.

The employer shall allow use of available spaces for employee parking in the area outside of the covered parking within the painted stripes. Bikes and motorcycles will be allowed to park within the designated areas under the covered parking. If the employee complement reaches a number greater than the available parking spaces, assignment of such spaces will be designated on a seniority basis. Available craft covered parking will be assigned by seniority. Delivery vehicles will have priority over all non-delivery vehicles.

ITEM 21

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

- A. Implementation of 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 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 union stewards will be notified of all accidents that involve letter carriers within the Sandy Post Office. Notification is to be made within 48 hours of report of the accident. The union will be provided with, at least, a quarterly report (printout) of all accidents.
- C. The shop stewards will be allowed to make copies of official bulletins and orders, no cost for the first copy. The union will be charged in accordance with the ASM manual.
- D. Regarding breaks, there are a total of two ten minute breaks authorized. Management and Union determines the breaks in accordance with the M-39 and M-41. If an office break is selected, the total time taken would be ten minutes. (Two-five minutes with the intent of 3-5 minute increments to accommodate smoke breaks)
- E. A space for a union filing cabinet shall be allotted in each Sandy Postal facility. The location of such to be determined by mutual agreement of management and the union.
- F. Establishment of a vehicle assignment policy by the installation with the intent of the carrier ownership and seniority. A separate memorandum will be developed through the Employee Involvement process.
- G. Implementation of Article 41, Section 1.C.4:
The successful bidder shall work the duty assignment as posted. Carriers on T-6 or Utility assignments may assume the duties of another assignment on their bid string but only on a voluntary basis.

ITEM 22

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

- A. All vacant or newly established duty assignment will be posted for bid within five (5) working days of becoming vacant or established.
- B. Notice inviting bids for Letter Carrier craft assignments to which a Letter Carrier is entitled to bid shall be posted on the official bulletin for ten (10) days. Copies of the notice shall be given to the local union.

When an absent employee has so requested, in writing, stating his or her mailing address, a copy of the notice inviting bids shall be mailed to the employee.

- C. Letter Carriers shall make their bids in writing to the Manager in charge by 8:00 A.M. on the final day of the bid.

Carriers will exercise their right to bid for posted assignments by completing form 1717 (carrier route bid card), where they may indicate their choice(s). A union steward or other Union representative shall be present when the bids are opened.

Bids for open assignments will be opened the day of the closing of the bids.

- D.
 - 1) At work location, management shall post all temporarily vacant Full-time craft duty assignments of anticipated duration of five (5) days or more. Management will post future leave as soon as they become aware.
 - 2) Full-time reserve, unassigned regular, and part-time flexible letter carriers may indicate their preference for such assignments by close of business Tuesday prior to the assignment.
 - 3) The Wednesday before the assignment commences, the Senior Carrier having indicated his/her preference shall be notified that he/she is awarded the assignment.
 - 4) The above shall not apply where assignments become available upon less than twenty-four (24) hours notice. In such circumstances, management shall award the assignment to the senior employee who indicates a preference by the following Monday.

- E. A regular carrier on his/her route having forty percent (40%) or more of that route adjusted, changed or parts thereof traded will have the option of retaining his/her route or trading to the route(s) which absorbed the forty percent (40%) delivery area (or time change), but only if the route(s) in which the carrier is to trade are open, unassigned or newly enacted route(s) without an assigned carrier.

The trade will not be counted as a carrier bid nor will it be deducted from the amount of bids the carrier has coming before the trade was made.

- F. In the event there is a single vacant duty assignment due to the lack of bids, this vacancy will be filled by assigning the junior unassigned full-time regular carrier.

Memorandum

If the intent of all the changes made to the vacation selection process to reduce redundancy, conflicts will be resolved by referring to the LMOU of 1991.



**Agreement between the Sandy 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.

Gordon Glenn
Postmaster, Sandy

Jeff Nelson
President, Branch 111

Date 12/10/13