

**MEMORANDUM OF
UNDERSTANDING**

between

Tooele Post Office

and

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

Supplement to 2001 National Agreement

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UNION RECOGNITION

Parties to the Agreement

1. This LOCAL MEMORANDUM OF UNDERSTANDING entered into to supplement the nationally negotiated Agreement constitutes an Agreement between the Tooele, UT Post Office and the National Association Of Letter Carriers, AFL-CIO, Branch 111 for the purpose of collective bargaining with respect to local personnel policies and practices and working conditions.
2. This Agreement has no force or effect with respect to employees in crafts not represented by the Organization party to this Agreement.

WASH-UP TIME

1. A reasonable amount of wash-up time, not to exceed five (5) minutes, shall be granted to those who perform dirty work or work with toxic material.

ASSIGNMENT OF NON-SCHEDULED DAYS

2. All routes will have rotating days off with Sunday being a fixed day off. Schedules for new routes shall be a discussion item between management and the local Union representative before assigning any route a fixed or rotating schedule.

EMERGENCY PROCEDURES

3. The Postmaster will comply with the directives or warnings of local authorities to the civil population, relative to evacuation, area entrance restrictions, curfews, etc., and curtail or postpone postal operations accordingly. This includes any announcement or siren alarms generated by military or civilian authorities concerning biological, chemical, or nuclear hazards related to any of the Army/Civilian testing and chemical weapon incineration facilities located in Tooele County.

After a thorough review of local authority declarations when postal authorities declare an emergency condition exist 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 management communications to him/her regarding the emergency which may affect his/her well-being cannot be given to him/her in a timely manner, it is natural for the carrier to determine the proper actions to take, based upon his/her mature judgment: when and if such is done, he/she shall communicate with management as soon as possible.

ANNUAL LEAVE PROGRAM

4. The annual leave program shall be administered within the general framework of Article 10 of the National Agreement. Vacation planning will be handled by seniority. The Shop Steward or a mutually agreed to designee, will pass the vacation calendar around by seniority.

Prior to the passing of the vacation calendar, carriers having very special needs, (weddings, etc.) will be allowed to pencil in a desire to have the week(s) in question, along with a note indicating the reason. Carriers will be asked (not required) to leave a space for that individual if their own circumstances allow. Validation of claimed 'special need' will be made jointly by the Union and management. 'Special need' claims will never involuntarily supercede seniority.

Passing of the vacation roster will begin NLT then the commencement of the first full pay period in December and will be turned over to management no later than the completion of that same pay period. A two week extension shall be granted upon request of the Union, however posting of the vacation roster must be no later than December 31st in accordance with Item 10.

One week prior to the beginning of the leave selection, the Shop Steward or vacation designee will post the rules and methodology for the passing of the vacation roster so to prepare the carriers to make their selection(s). Carriers must be ready to select in person or by proxy (letter or designated carrier). If not ready, such carriers will be passed over and allowed to make their choice(s) when they return or submit a proxy.

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 choice time. On second selection round, employees may choose one (1) five day period in choice time.

A carrier who earns twenty (20) or more days of annual leave per year may at their option select one (1) three consecutive week (15 days) period on the first round of selection. The carrier would then forfeit the selection of a choice time week on his/her second round selection.

Employees who earn thirteen (13) days or more vacation may choose one (1) ten day period, or two (2) five day periods on their first vacation pick, during choice time or they may choose one (1) five day period on the first selection round and one (1) five day period on the second selection round, the total not to exceed ten (10) days.

After having completed the first and second selection rounds, a third and final selection round of the vacation roster will circulate in seniority order so to provide an opportunity for letter carriers to schedule uncommitted annual leave weeks in accordance with the same percentage established in Item 9.

DURATION OF CHOICE VACATION PERIOD

5. The duration of the choice vacation period shall be throughout the calendar year. (See Item 9.)

DETERMINATION OF THE BEGINNING DAY OF ANY EMPLOYEE'S VACATION PERIOD

6. The beginning day of an employee's vacation period shall be Monday of an employee's basic work week.

VACATION SELECTION PROCESS

7. The annual leave program shall be administered within the general framework of Article 10 of the National Agreement. Carriers may, at their option, request two (2) selections during the choice vacation period, in units of either five or ten working days, the total not to exceed the (10) or fifteen (15) days, as specified in the National Agreement.

No letter carrier will schedule on the vacation roster more leave than is determined to be accrued. In the event a carrier will not have sufficient annual leave to cover his/her reserved vacation period(s), he or she will be required to cancel a quantity of scheduled annual leave equal to or greater than the time that can not be covered with the accrued leave calculated to be earned by the end of the leave year.

JURY DUTY AND ATTENDANCE AT NATIONAL OR STATE CONVENTIONS IN THE CHOICE VACATION PERIOD

8. Jury duty shall be considered part of the choice vacation period if the allotted percentage off has not been met. Attendance at National or State Conventions, Shop Steward College, and Regional Assemblies shall be considered part of the choice vacation period unless the Union releases any or all of these periods. Sufficient weeks/days will be withheld from the vacation calendar to accommodate those attending conventions.

MAXIMUM NUMBER OF EMPLOYEES WHO SHALL RECEIVE LEAVE EACH WEEK

9. The number of carriers who shall receive leave each week during the choice vacation period shall be 13% of the carrier complement as of December 1st, except for the months of November, December, January, February, and March when the allotted percentage is 13% minus 1 vacation slot. Fractions of .50 to .99 would round up.

APPROVAL OF SCHEDULED ANNUAL LEAVE

10. A completed copy of the choice vacation schedule will be posted by December 31st. This will be the official notice to the city carriers and Tooele management of the approved scheduled leave for the coming year. Leave scheduled at this posting will be considered as approved. Carriers should submit a Form 3971 by the Monday prior to the scheduled week of annual leave. At any time management becomes aware that a week of annual leave, as scheduled on the vacation roster, is canceled or vacated the canceled slots will be struck from the roster indicating availability.

EMPLOYEE NOTIFICATION OF THE BEGINNING OF THE NEW LEAVE YEAR

11. As soon as management received official notification of the beginning of the new leave year, it shall be posted.

SUBMISSION OF APPLICATIONS FOR ANNUAL LEAVE OUTSIDE OF THE VACATION LEAVE PROCESS

12. Submission of applications for incidental leave shall be submitted on Form 3971 at least seven (7) days in advance of the leave date. Leave shall be granted on a first come, first serve basis. Identical ties will be handled on a regular seniority basis. Requests for leave within the percentage allowed shall be granted at the time of submission or as soon as practicable. If the percentage allowed has already been met or the employee did not meet the seven (7) day advanced notice requirement, management will hold the employee's request for leave and shall approve or disapprove the request for annual no later than the Wednesday prior to the week in which the leave is scheduled, in the event circumstances change and would warrant approval.

Every effort shall be made by management to grant leave of an emergency nature. An emergency is defined as an unforeseen event not likely to reoccur and requires immediate attention.

HOLIDAY SCHEDULING

13. The following order will be followed (same as JCAM page 11-3):
 - 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-scheduled day – by inverse seniority.
 - E) All other non-volunteer full-time regulars – by inverse seniority.

OVERTIME SECTIONS

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

LIGHT DUTY ASSIGNMENTS

- 15, 16, 17. 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: Delivery Point Sequencing daily station inputs
- H: Assist in the staging of Delivery Point Sequence mail.

Management and a NALC union representative shall meet, when appropriate, to determine other opportunities for light duty assignments.

REASSIGNMENTS

18. For reassignment purpose the definition of a section is all city routes in the Tooele Post Office.

PARKING

19. The parking program as is currently in place at the 65 North Main, Tooele facility will remain in effect. The current program is to allot the single available space to the senior letter carrier, unless the Service is allotted additional city delivery vehicles. In the event additional parking spaces become available at the current facility, or any facility built within the life of this Agreement, allotment of those spaces to city delivery craft personnel will become the subject for resolution at a labor-management meeting. The parties agree that the terms of Article 20 of the National Agreement remain in force.

ANNUAL LEAVE TO ATTEND UNION ACTIVITIES

20. Annual leave to attend State or National Conventions or Shop Steward College or Regional Assembly, requested prior to finalization of the vacation schedule, will be part of the total choice vacation plan.

CRAFT PROVISIONS

21. Article 41 – Section 1.A.3. --- The existing local procedures for scheduling nonwork days and 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 --- This Article shall be implemented. “When a letter carrier route or full-time duty assignment other than the letter carrier routes(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, highways, housing projects, all routes and full-time duty assignments at the unit held by letter carriers who are junior to the carrier(s) whose route(s) of full-time duty assignment(s) was abolished shall be posted for bid in accordance with the posting procedures in this article.”

OTHER SENIORITY ITEMS

22. Article 12 Section 5.c.4. --- A section or installation, for the purposes of this Agreement shall be the Tooele Post Office.

For informational purposes only, the following items are set forth in this Local Agreement:

Local Labor-Management Meetings and Agenda

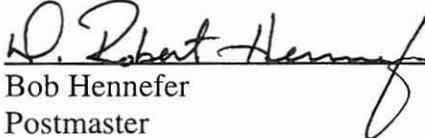
The parties to this Agreement shall meet upon request with the date and time mutually agreed upon. Such meetings shall not exceed one (1) hour in duration. It is agreed that agenda items for discussion at the labor-management meeting shall be exchanged by the parties to this agreement at least one (1) full work-day before the scheduled meeting. Items not on the agenda shall be discussed only by mutual consent of both parties.

Duration of the Local Memoranda

This Local Memoranda shall continue in force and effect from the date it is signed until it is renegotiated (preceded by a written announcement from either local party) in accordance with instructions of the national authorities.

IN WITNESS WHEREOF:

For the United States Postal Service: Tooele, UT

By:  10-28-2002
Bob Hennefer Date
Postmaster
Tooele, UT

For the National Association of Letter Carriers: Branch 111, AFL-CIO

By:  10-28-02
Tom McPartland Date
President - Branch 111, NALC
Salt Lake City, UT