

# Memorandum of Understanding

Between the

Salt Lake City Post Office

And the

National Association of Letter Carriers

AFL-CIO

Branch 111

Supplement to the 2019 National Agreement

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## UNION RECOGNITION

This local MEMORANDUM OF UNDERSTANDING entered into to supplement the nationally negotiated Agreement constitutes an Agreement between the Salt Lake City, 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.

This Agreement has no force or effect with respect to employees in crafts not represented by the Organization party to this Agreement.

### 1. WASH-UP TIME

Reasonable wash-up time shall be granted to letter carriers that perform dirty work or work with toxic materials.

### 2. ASSIGNMENT OF NON-SCHEDULED DAYS

Assignment of non-scheduled days to existing full-time duty assignments shall be on a rotating schedule within the installation, with the following exceptions:

- A. Parcel Post Routes
- B. Collection Routes
- C. Full-time Router Assignments
- D. Assignments having less than six (6) full days of work per week.
- E. Including all assignments having fixed days off at the time of signing of this Agreement.

Reserve carriers and unassigned regulars shall assume the non-scheduled days of the fulltime duty assignment(s) they relieve for periods of five (5) days or longer. If they are unassigned they shall assume the schedules and days off of their posted bid assignment. If this is a rotating schedule, it shall continue on rotation as if they had not been temporarily assigned to the schedules of carriers they replace.

Reserve carriers shall be utilized to the maximum extent possible at their respective delivery units.

Unassigned regulars at the delivery unit shall assume a rotating non-schedule day as assigned by management, to be scheduled during the week the employee becomes unassigned.

### 3. EMERGENCY PROCEDURES

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 an 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 action to take based upon the carrier's good judgment; when and if such is done, the carrier shall communicate with management as soon as possible.

### 4. ANNUAL LEAVE PROGRAM

The annual leave program shall be jointly administered by the unit Union Steward (or designee) and the unit Supervisor within the general framework of Article 10 of the National Agreement and the Joint Contract Administration Manual.

- A. Employees may cancel scheduled vacation from the roster (all or part) provided their reserve vacation does not exceed 440 hours and the request is made no later than Monday immediately prior to posting schedule. Except in an emergency, failure to cancel *in writing* by the Monday prior to schedule posting commits that carrier to take scheduled annual if management deems necessary.
- B. The local unit Union Steward (or designee) and the local unit Supervisor shall jointly review the leave chart before posting.
- C. Ten days prior to the vacation sign up period, Management will ensure the Union Shop Steward or designee has sufficient time to distribute a "Vacation Choice Proxy Form" to each letter carrier. Each letter carrier may list, in order of their preference, the weeks they desire to be chosen on the vacation roster. A copy of their Proxy form will be provided to the Union Shop Steward or designee prior to the commencement of the vacation sign up period.

Ten days prior to the beginning of the vacation selection process, dates and rules will be posted on, or at, the time clock.

Management and the union shall review the vacation roster to ensure that it is in compliance with Article 10, Section 4.B of the National Agreement. Transfers or new employees hired after the first full pay period in November and before the first full week in January shall be afforded the opportunity to sign the vacation

roster during that same period.

- D. During the choice vacation sign up period in November, all choice "leave periods" must be in blocks of a full week.
- E. When changing from one delivery unit to another, a carrier shall carry leave periods to the new delivery unit, and scheduled leave shall be honored. The losing unit shall not gain a leave period until the carrier forfeits their leave. The gaining unit shall not lose a leave period to fill the carrier's leave.
- F. The roster will be distributed during the first full route bidding cycle in November.

#### **5. DURATION OF CHOICE VACATION PERIOD**

The choice vacation period shall be the entire calendar year.

#### **6. BEGINNING DAY OF EMPLOYEE'S VACATION PERIOD**

Full weeks of reserved vacation periods will commence on Monday and end on Sunday.

#### **7. CHOICE VACATION SELECTION PROCESS**

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.

In the case a letter carrier is unavailable to personally effect their selection(s) on the vacation roster, the Union Steward or designee will assign, in turn per the absent carrier's seniority, their indicated selection from the "Vacation Choice Proxy Form". In the event an absent letter carrier does not submit a proxy form, the Union Steward or designee, will attempt to contact the absent carrier by telephone. If contact is not made the carrier will be passed over. The passed over carrier will be allowed to immediately make their selection upon their contact with the Union Steward or designee.

The vacation roster shall be administered in accordance with the following:

- A. During the first rotation each career carrier will (by seniority) have the opportunity to select either one full week or two consecutive full weeks. Career carriers who earn 20 or 26 days of annual leave per year shall be provided an opportunity to select a single block of three consecutive weeks.

After all career carriers have made their selections during the first rotation, City Carrier Assistants will be allowed to select one full week based on relative standing in the section. Such leave for CCA's is contingent upon the employee having a sufficient annual leave balance when the leave is taken.

- B. During the second rotation, each career carrier (by seniority) will have the opportunity to select in full weeks all remaining earned annual leave hours for the leave calendar year.
- C. During the third rotation, each career carrier, (by seniority) may select one week of any leave that will be carried over from the previous year.

After all career carriers have made their selections during the third rotation, City Carrier Assistants will be allowed to select one full week based on relative standing in the section. Such leave for CCA's is contingent upon the employee having a sufficient leave balance when the leave is taken.

- D. Immediately after the vacation sign-up rotations are completed and the period is deemed closed, management will delete exactly one vacant slot per week.

#### **8. JURY DUTY AND ATTENDANCE AT NATIONAL OR STATE CONVENTIONS IN THE CHOICE VACATION PERIOD**

Annual leave to attend state and national conventions, AFL-CIO conventions and regional assemblies during the choice vacation period, shall be charged to that period. Prior to the beginning of each calendar year when the convention week has been determined, sufficient slots for all eligible delegates shall be withheld for the appropriate week.

After the vacation signup period is completed and in the event leave slots remain in weeks that were withheld for national conventions, AFL-CIO conventions and regional assemblies, carriers will be permitted to obtain in the choice period a remaining slot by submitting a Form 3971 for the respective week. Management will authorize such leave, up to the number of slots that remain open, on a 'first come, first serve' basis. In the case two or more carriers request the same week on the same day, priority will be granted on the basis of seniority.

**9. MAXIMUM NUMBER OF EMPLOYEES WHO SHALL RECEIVE LEAVE EACH WEEK**

The number of career carriers/City Carrier Assistants to be off each week shall not exceed 13.75% for the entire calendar year. This figure will be computed as of November 1st of each year based on the number of career carriers assigned to the delivery unit as defined in 14.A. The rounding rule will be .5 and greater will be rounded up; less than .5 will be rounded down.

Employees will sign the vacation roster at the delivery unit where they are assigned on November 1st, regardless of OPTS, bids or details.

**10. APPROVAL OF SCHEDULED ANNUAL LEAVE**

Letter Carriers' names on the roster will indicate approval of annual leave scheduled. Form 3971 will be turned in by the Monday prior to posting of the schedule. This process will be jointly monitored by the union and/or designee and supervisor, said monitoring to be done no later than Monday.

**11. EMPLOYEE NOTIFICATION OF THE BEGINNING OF THE NEW LEAVE YEAR**

As soon as management receives official notification from the Postal Data Center of the beginning of the new leave year, a copy must be provided to the Branch President and a copy shall be placed on each unit's bulletin board. This must be no later than November 1 of each year.

**12. SUBMISSION OF APPLICATIONS FOR INCIDENTAL ANNUAL LEAVE**

After the close of the vacation sign-up session, a "leave period" is defined as either a full week or a single day or a group of days, but not for less than a full day.

Incidental annual leave requests are requested in the assigned delivery units.

No carrier may ever reserve more annual leave than they are expected to have accrued. In the event a carrier accidentally has reserved more leave than they are permitted, the supervisor and the steward will determine an equitable course of action, to include providing the carrier a choice of which reserved vacation period they will decline.

- A. Any choice vacation period that a carrier may choose not to utilize will be immediately posted.
- i. The posting will remain on the bulletin board for seven days when immediately thereafter the bids will be reviewed and awarded per seniority. All bids for “full week periods” have preference over any bid for a partial week. After the end of the seven-day period, the posting will be removed.
  - ii. If the posted period has not been claimed, or is posted for less than seven days, the period will be awarded to a carrier on a “first come first serve” basis. Seniority breaks all ties.
  - iii. If none or only part of the period is awarded, the remaining days of that period will be available as indicated on the roster.
- B. Incidental annual leave requests for open vacation slots must be requested on a Form 3971 no later than 12 pm of the Wednesday, Tuesday for holiday weeks, prior to the vacation week of the requested leave date(s). Management shall reply, indicating approval or disapproval, no later than the Wednesday prior to the affected vacation week, Tuesday for holiday weeks.
- C. When changing from one delivery unit to another, a carrier shall carry leave periods to the new delivery unit, and scheduled leave shall be honored. The losing unit shall not gain a leave period until the carrier forfeits their leave. The gaining unit shall not lose a leave period to fill the carrier’s leave.
- D. In the case management allows annual leave beyond the available slots, it shall award such leave on a first-come first-served basis. In the event of more than one employee submitting a request on the same day, same time, highest seniority shall prevail.
- E. In the event a carrier is awarded annual leave under Item 12, they are obligated to take the leave in full, unless waived jointly by both the unit supervisor and the unit steward. [NOTE: The intention of this paragraph is to ensure that maximum opportunities are provided to all carriers to utilize available vacation periods.]
- F. A carrier's option to reserve periods of annual leave that are for less than one week is limited to eight periods per calendar year.
- G. All employees will ensure that annual leave in excess of 440 hours is committed prior to November 1st of each year.



### 13. HOLIDAY SCHEDULING

1. The method of selecting employees at the delivery unit to work on a holiday is as follows:
  - A. Part Time Flexible Carriers
  - B. City Carrier Assistants
  - C. Full-time Regulars and part-time regulars, volunteers, by seniority, on their designated holiday
  - D. Full-time Regulars and part-time regulars, volunteers, by seniority, on their nonscheduled day.
  - E. Full-time Regulars and part-time regulars, non-volunteers, on their non-scheduled day, by inverse seniority
  - F. All other non-volunteer Full-time Regulars and part-time regulars, by inverse seniority.
  
2. In the collection unit the method of selecting employees is as follows:
  - A. Part Time Flexible Carriers
  - B. City Carrier Assistants
  - C. Full time regulars, volunteers, by seniority, on their holiday or designated holiday. (NOTE: full-time regulars are not permitted to volunteer for a holiday assignment that is of less than eight hours.)
  - D. Part-time regulars, volunteers, by seniority, on their holiday or designated holiday.
  - E. Part-time regulars, non-volunteers, by inverse seniority, on their holiday or designated holiday. Such a holiday assignment may be an eight-hour assignment.
  - F. Full-time regulars, non-volunteers, by inverse seniority, on their holiday or designated holiday.
  - G. All other non-volunteer regulars, by inverse seniority.
  
3. Scheduling of 204Bs shall be done by Tuesday prior to each holiday. Management will make every effort not to schedule 204Bs after Tuesday prior to a holiday if it forces non-volunteer carriers to work their holiday.

### 14. OVERTIME SECTIONS

The overtime desired lists shall be maintained in accordance with Article 8, Section 5 of the 2001 National Agreement.

Any changes or amendments to this article caused by operational necessity (e.g. growth) will be mutually agreed between NALC Branch 111 President (or designee) and the

designated management representative.

- A. The overtime desired list is to be maintained by ZIP Code area with the following exceptions:
1. Zones 1 and 11 are one delivery unit.
  2. All specialized assignments are assigned to the zone in which they perform work.
  3. Collection carriers are one unit.
  4. Zones 8, 12, and 13 are one delivery unit.
  5. Zones 20 and 28 are one delivery unit.
  6. Zones 18 and 29 are one delivery unit.
- B. T-6's who have bid on assignments in more than one delivery unit, can, for overtime purposes, sign the overtime desired list in any section to which they are assigned. Equitability will be based on the number of days (i.e. percentage) they work in each specific zone. T-6's will be considered, on their nonscheduled day, available for overtime only in the sections in which the T-6 has signed the 10/12 overtime desired list.

When a T-6 signs a different overtime desired list in more than one delivery unit, the respective overtime desired list applies to the routes assigned only in that delivery unit. T6 Carriers are only available to deliver in the delivery unit they are assigned to for that day.

#### **15. 16. 17. LIGHT DUTY ASSIGNMENTS**

Management shall make every effort to approve light duty assignments in the carrier craft on the merits of each case presented. First consideration for light duty assignments shall be those duties available in and related to the carrier craft at the delivery unit that are within the physical limitations of the injury or illness and are not detrimental to the health of the employee.

EXAMPLES OF LIGHT DUTY ASSIGNMENTS INCLUDE:

- H. Assisting routes by setting up mail.
- I. Casing routes.
- J. Coverage of suitable collection routes.
- K. Labeling cases.
- L. Rewrite route books.
- M. Carrier mark-ups.

N. DPS station inputs and associated work.

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

### **18. REASSIGNMENTS**

For reassignment purposes, the definition of a delivery unit shall be the same as Item 14. When a full-time duty assignment is divided by major adjustments, the full-time carrier serving the assignment shall have the choice as to which section they 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.
- B. At least forty (40) percent of the duties of the assignment chosen were provided in the original full-time duty assignment.

### **19. PARKING**

At each unit the employer shall allow use of designated available spaces for employee parking. Assignments of such spaces shall be designated on a first-come, first served basis. Priority parking shall be given to delivery vehicles for covered parking.

### **20. ANNUAL LEAVE TO ATTEND UNION ACTIVITIES**

Annual Leave / LWOP (see Item 8 above) to attend union activities (e.g. state and national conventions, AFL-CIO conventions, regional assemblies, and other bona fide union functions) shall be granted. In the case annual leave/LWOP is requested to attend union activities which has not been secured by the applicant via procedures described in Item 7 above, management must make every effort to grant the leave request provided that operational functions are not demonstrably severely hampered.

### **21. CRAFT PROVISIONS**

1. Article 41, Section 1.A.1. Posting of a vacant duty assignment for bid within 14 days after it becomes vacant or within 14 days after notification of vacancy from HRSSC. Management has a maximum of 21 days after the date the assignment was vacated to post the assignment.

2. Article 41, Section 1.A.3. Bidding and Posting for vacant full-time duty assignments shall be installation-wide.
3. Article 41, Section 1.A.3. During the term of this agreement, should a need arise to implement Article 41, Section 3.0, bidding for vacancies will be restricted to the affected delivery unit.
4. Article 41, Section 1.A.4. Letter carrier assignments shall not be posted for bid when there is a change of more than one (1) hour in the starting time.
5. Article 41, Section 1.B.3. Bids for vacant full-time duty assignments shall be posted for ten (10) days. The successful bidder shall be posted within ten (10) days after the closing date specified in the posting.
6. Article 41, Section 3.0. "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, highways, 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) of full-time duty assignment(s) was abolished shall be posted for bid in accordance with the posting procedures in this article."

## 22. OTHER SENIORITY ITEMS

1. Article 12, Section 5.C.4 — This item is the same definition as item 14A of his Local Agreement.
2. Two weeks of February, 2002 (during which the Winter Olympics will be staged in Salt Lake City, UT) will be blocked off on the vacation roster.

Letter carriers who received a letter from the Salt Lake Olympic Committee confirming their status as a volunteer or judge for the Olympics will be given by their steward a numbered card, upon which their name and craft seniority will be noted. The card will qualify him/her as a candidate for possible awarding of a slot set-aside during the two weeks of the Olympics. A duplicate card will be maintained by the Installation.

Letter carriers who have confirmed tickets to attend an event at an Olympic venue during the Olympics will be given by their steward a numbered card, upon which their name and craft seniority will be noted. The card will qualify him/her as a candidate for possible awarding of a slot set-aside during the two weeks of the Olympics. A duplicate card will be maintained by the Installation.

Management and the Union will establish a cut off date as to when these cards must be completed. Thereafter, a list of all the cardholders will be compiled with names sequenced by seniority. Names will be slotted to the withheld vacation slots in seniority order up to 13.5% of the Installation complement, on an Installation-wide basis. All remaining names that were not slotted will be deemed alternates.

In the event a letter carrier who successfully received a withheld slot during the Olympics surrenders his/her slot, the next senior alternate from the list will be given that slot.

The remainder of the CY2002 vacation calendar will be completed as specified by the Local Agreement.

### 1998 MEMORANDUM OF UNDERSTANDING

#### A. REPRESENTATION

1. The "open door policy" shall be continued throughout the Installation. Either party (management or union) may request a meeting whenever it is felt necessary outside of regularly scheduled meetings.
2. Monthly labor/management meetings shall be continued on the fourth Thursday of each month at 3:00pm for one (1) hour. The President, designee, or the Chief Steward shall be authorized one (1) hour on the clock, providing it is their regularly scheduled workday. Travel shall be authorized for such meetings. Prior to the printing and distribution of the minutes, they will be reviewed by the Union President or designee.
3. When it is appropriate, a labor/management meeting may be held to include selected representatives from the delivery units.
4. Stewards and management shall cooperate to the fullest extent in furthering the good of the Service and employees' welfare in keeping employees currently informed of major changes in policy and/or procedures. For example, with prior management approval, the steward may address policy or procedure changes during stand-up talks.
5. At the November Labor Management Meeting representatives of Branch 111 and management shall meet for the purpose of consulting on policies and procedures to be established for the local Christmas operations.
6. Agenda items from both management and Branch 111 shall be exchanged by Friday preceding the scheduled labor/management meeting, provided that

discussion need not be limited to agenda items.

7. Branch 111 will be provided up to forty-five (45) minutes to address new hires during new employee orientation.

#### B. BULLETIN BOARDS

Management will provide two (2) bulletin boards at each delivery unit for the posting of information for employees. One board shall be provided for the workroom floor and one for the swing/break room. Management will work jointly with the local union steward to determine optimum placement of the workroom board.

#### C. UNIFORMS

The schedule for wearing the summer and winter uniforms shall be determined, according to weather conditions, by the letter carrier.

#### D. ANIMAL CONTROL PROGRAM

An active and concerned local program on animal control shall be implemented with local and regional policies and in cooperation with Branch 111, NALC. Animal control programs will be subject at labor/management meetings.

#### E. TELEPHONES

It is recognized that official telephones are for receiving and making business calls related to Postal business. Union officials may use official telephones and fax machines for the purpose of conducting union business related to the administration of the National Agreement.


Union officials receiving emergency and long-distance calls will be notified immediately and use of the telephone will be permitted. Local calls will be passed to union officials on a message basis and return calls allowed.

All long-distance telephone calls made by union officials will be at no additional cost to the Postal Service.

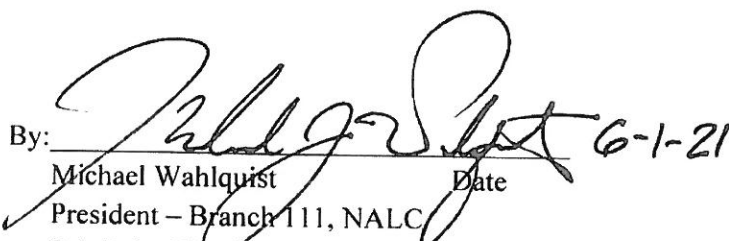
#### F. BREAK OPTION SELECTION

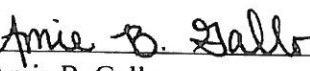
Branch 111, NALC shall provide in each section a method of selection for street or office break options. This selection shall be made during the last full week of each fiscal year and the results provided to management prior to the beginning of the new fiscal year, if there is a change to be instituted. Carriers will be permitted to deviate from the section selection with management permission.

IN WITNESS WHEREOF:

By:   
Scott Canfield Date  
Postmaster  
Salt Lake City, UT

By:  6-1-21  
Scott E. Smith Date  
Manager, Customer Service Operations  
Salt Lake City, UT

By:  6-1-21  
Michael Wahlquist Date  
President – Branch 111, NALC  
Salt Lake City, UT

By:  6-1-2021  
Amie B. Gallo Date  
Vice President – Branch 111, NALC  
Salt Lake City, UT