

Local Memorandum of Understanding

Between
Sandy Post Office
And
National Association of Letter Carriers
AFL-CIO
Branch 111

Supplement to the 2019 National Agreement

Union Recognition

Parties to the Agreement:

This local MEMORANDUM OF UNDERSTANDING entered into supplement the nationally negotiated Agreement constitutes an Agreement between the Sandy, 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.

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 after returning from the street, if necessary.

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 Carriers 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 NALC and management of the 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 and 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 the 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 be 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 when making their selections during the Vacation sign up period in November.

SECTION E
VACATION SELECTION

1. Beginning the full week in between the Veterans and Thanksgiving holidays in November, vacation picks 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 carrier's 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 during the next round. No carrier may be signed up for more leave than they can expect to have earned by the time the leave is to be used. If that situation is discovered, the carrier will meet with the union designee to determine which days of leave they will give back.
5. Vacation selections will be by carrier seniority.
6. Employees who earn twenty (20) days or more of vacation may choose one (1) ten day period, or two (2) five day periods in the first round selection in prime time. If choosing two (2) five day periods only one (1) of those selections may coincide with a federal holiday. If a particular federal holiday is on a Monday, the week of and the week prior will be considered a coinciding holiday week. On the second, third, fourth, and fifth rounds carriers may choose one (1) five day period in prime time.
7. 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 prime time week on their second round selections.
8. Those employees having credited carry-over of time exceeding their advanced annual leave may choose additional five (5) day periods one at a time after all other carriers have completed their selections for their advanced annual leave. Carry-over selections will be rotating by seniority.
9. Employees who earn thirteen (13) days of vacation may choose one (1) 10 day period or two (2) five day periods in the first round selection in prime time. If choosing two (2) five day periods only one (1) of those selections may coincide with a federal holiday. If a particular federal holiday is on a Monday, the week of and the week prior will be considered a coinciding holiday week. On the second round carriers may choose one (1) five day period in prime time.
10. After the completion of vacation selection round five (5) any employee who elected to pass on an earlier selection round may select one (1) five day period wherever it is available.

CCA Vacation Planning

- A. In each office CCAs will be provided with a separate vacation calendar, and will be allowed to select two (2) weeks for vacation in order of relative standing.

- B. One (1) annual leave slot will be provided each week in offices with 13 or less CCAs on the rolls as of November 1st each year. Two (2) annual leave spots will be provided each week in offices with 14 or more CCAs on the rolls as of November 1st each year. The count of CCAs will include those that may be on their 5 day break as of November 1st.
- C. Subject to the holiday scheduling needs of the service, management may black out the week of a federal holiday. If a particular federal holiday is on a Monday, and subject to the holiday scheduling needs of the service, management may also black out the week prior to the said holiday.
- D. Management may also black out the month of December on the CCA leave calendar.
- E. Annual leave will be granted subject to the employee having a sufficient leave balance when the leave is taken.
- F. Approval for CCA leave requests above the number allowed off will be at management's discretion.
- G. If a CCA is converted to career status (PTF or Regular carrier), leave approved on the CCA vacation calendar prior to the conversion will be honored.
 - a. Upon conversion to career status, the name on the CCA vacation calendar will be transferred to the regular vacation calendar if there are available slots. If the regular vacation calendar has no available slots, the name will remain on the CCA vacation calendar.
 - b. Approved annual leave for CCAs that is scheduled during the first ninety (90) days following subsequent conversion to career status (PTF or Regular carrier) will be honored in approved Leave Without Pay (LWOP) status.
- H. CCAs may choose to break up their week into incidental days but at no time may they occupy more than 10 (10) days on the vacation calendar regardless if annual leave or LWOP was run. If full weeks are selected then twelve (12) days may be occupied.

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 chosen during the vacation selection period in November 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 chosen during the vacation selection period in November for other weeks that don't have a full complement scheduled off.
3. Carriers may not be compensated for any leave traded.

SECTION H
REQUESTS FOR UNSCHEDULED LEAVE

1. Carriers, including CCAs 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 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 annual leave shall be submitted by the steward (or designee) no later than the Monday prior to the week of the leave requested.
3. Available leave weeks open on the calendar will be awarded on a first come first serve basis. If multiple requests come in on the same day open spots will be awarded by seniority.
4. When selections are turned back to the calendar, said leave will be posted for seven (7) days and awarded by seniority. When turning back selections they must be turned back in writing no later than the Monday two weeks prior to the week of the leave requested. Failing to turn back selections by this date will force the carrier to use the leave. Requests for more days will trump seniority. Leave turned back that is posted, bid on, and awarded will be locked and the person who won the bid will have no choice but to use the leave that they bid on.
5. All requests for unscheduled annual leave will be submitted on form 3971. The form will be ball dated and turned in on the same day.
6. The date of submission of form 3971 will be considered invalid without the ball date. All other requests properly submitted will be considered as prior requests. No carrier may be signed up for more leave than they can expect to have earned by the time the leave is to be used. If that situation is discovered, the carrier will meet with the union designee to determine which days of leave they will give back.
7. All days occupying slots on the vacation calendar will be for full days. Partial days must be scheduled with the supervisor and will not occupy space on the vacation calendar.

SECTION I
POSTING OF AVAILABLE LEAVE

1. 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 holiday.

- A. Management will select carriers to work on holidays in the following order by station.
 1. CCAs
 2. Part-time Flexibles
 3. Full-time Regular volunteers by seniority regardless of pay status (straight time or overtime)
 4. Full-time regulars and part-time regulars, non-volunteers, on their non-scheduled day by inverse seniority.
 5. All other non-volunteer full-time regulars and part-time regulars, by inverse seniority.

ITEM 14
OVERTIME DESIRED LIST

ITEM: Whether "Overtime Desired" lists are 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 the conversion from CCA or PTF to regular status, carriers will be given fourteen (14) days to sign the ODL in the station assigned.
- D. Carriers signing the ODL under B and C above in the interim of a quarter will be equalized as called for in Article 8, on a prorated basis as per number of days left in the quarter from the date of sign-up.

ITEM 15-17
LIGHT DUTY ASSIGNMENTS

ITEM: The number of light duty assignments, that method to be used if reserving light duty assignment, 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 illness, 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 delivery routes
 - 5. Labeling cases
 - 6. Rewriting route books
 - 7. Carrier mark-ups
 - 8. Answering the phone
 - 9. Other assignments agreed upon
 - 10. DPS daily inputs and associated work
- 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.
- E. An employee on light duty cannot bump an employee holding down a bid assignment.

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 the section.

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

ITEM 19
PARKING

ITEM: The assignment of employees parking assignments.

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 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 the 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 2 ten minute breaks authorized. Management and Union determines the breaks in accordance with M-39 and m-41. If an office break is selected, the total time taken would be 10 minutes (two- five minute 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 binder shall work the duty assignment as posted. Carriers on T-6 or Utility assignment 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 assignments will be posted for bid within fourteen (14) 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 requested, in writing, stating his or her mailing address, a copy of the notice inviting bids shall be mailed to the employee.

- C. Per the Memorandum of Understanding signed by the national parties on August 14, 2000 regarding the bidding process, when computerized and telephone bidding are available to all employees in this installation, telephone and computerized bidding is mandatory. Upon request, carriers will receive instruction by demonstration from management and/or union designee, to teach carriers how to bid by telephone or computer.
- 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 assignment 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 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 had 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.

LOCAL MEMORANDUM OF UNDERSTANDING
BETWEEN
SANDY POST OFFICE
AND
NATIONAL ASSOCIATIONS OF LETTER CARRIERS
BRANCH 111 - SANDY MERGED

2021

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. The 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 _____
Gabriel Medina
Postmaster - Sandy, Utah

Date

Employee Organization
National Association of Letter Carriers
Branch 111 Salt Lake City, Utah

By _____
Michael Wahlquist
President, NALC Branch 111

Date

By _____
Michael Hansen
Executive Vice President, NALC Branch 111

Date

By _____
Michael Simonsen
Chief Steward Sandy, Utah

Date