

Memorandum of Understanding

Between the

Heber City Post Office

And the

National Association of Letter Carriers

AFL-CIO

Branch 111

Supplement to the 2011 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 Heber 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.
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. Reasonable wash-up time shall be granted to those letter carriers that perform dirty work or work with toxic materials.

ASSIGNMENT OF NON-SCHEDULED DAYS

2. Assignment of non-scheduled days to existing full-time duty assignments shall be on a rotating schedule within the installation.

Fixed or rotating schedules shall be mutually agreed between the NALC Branch 111 President (or designee) and management. This shall include all full-time duty assignments.

EMERGENCY PROCEDURES

3. 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 mature good judgment; when and if such is done, the carrier shall communicate with management as soon as possible.

ANNUAL LEAVE PROGRAM

4. 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 2011 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 by the Monday prior to schedule posting commits that carrier to take scheduled annual if management deems necessary. [NOTE: Management and the Union agree that a carrier, should he/she decide to cancel all or part of any vacation period, announce such as soon as possible so to afford other employees the opportunity to secure the vacated period.]

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 sufficient time to distribute a "Vacation Choice Proxy Form" to each letter carrier. Each letter carrier will list at least ten weeks, in order of preference, the weeks he/she desires to be blocked on the vacation roster in his/her behalf for each rotation and provide a copy of his/her form 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 vacation sign up period, which will be initiated after the Thanksgiving holiday, all reserved "leave periods" must be in blocks of a full week. 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.

E. After the closing of the vacation sign-up period, management or the steward will ensure that any reserved vacation period that a carrier may choose not to utilize will be posted so that any carrier co-located in that unit will have their opportunity to utilize his/her seniority to take his/her accrued annual leave during all or part of the vacated vacation period. The posting will remain on the bulletin board for one week when immediately thereafter the bids will be reviewed and awarded per seniority, (Bids will be made via completion of a Form 3971.) All bids for "full week periods" have preference over any bid for a partial week. After the end of the week the posting will be removed. If the posted period has not been claimed, the period will be awarded to a carrier on a "first come, first serve" basis. Seniority breaks all ties. If none or only part of the period is awarded, the remaining days of that period will be available as indicated on the roster.

In the event a carrier is awarded a vacation period via the process described above, he/she is obligated to take that 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. Carriers with leave in the choice vacation period shall be allowed to trade or give vacation time to other carriers, within the delivery unit, as long as the specified period has been posted for

one calendar week (i.e. seven days) so to provide any other carrier in that unit the opportunity to exercise his/her seniority and accrued leave to reserve the posted vacation period.

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

H. At the request of the union, all special leave requests shall be granted under the guidelines of Article 30, Section B.9 of the National Agreement, if it does not adversely affect the operation of the delivery unit.

DURATION OF CHOICE VACATION PERIOD

5. The choice vacation period shall be the entire calendar year, with the exception of December. Union & management agree that annual leave will not be assigned for the month of December during the vacation selection process, but will be granted by management as operations permit after the vacation selection process has ended.

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

6. Full weeks of reserved vacation periods will commence on Monday.

VACATION SELECTION PROCESS

7. 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. The vacation roster shall be passed in accordance with the following:

A. During the first rotation each carrier will (by seniority) have the opportunity to select either one block or two blocks of five consecutive days or one block of ten consecutive days. If an employee elects to select two separate blocks of 5 days, it is not necessary that the blocks are together.

In the case a letter carrier is absent and is unavailable to personally effect his/her selection(s) on the vacation roster, the Union Steward or designee will assign, in turn per the absent carrier's seniority, a selection as indicated on the absent carrier's "Vacation Choice Proxy Form" as completed per Item 4.C above. In the case the absent letter carrier declined to submit a proxy form, the steward (or designee) will attempt to contact the absent carrier by telephone, however,

EMPLOYEE NOTIFICATION OF THE BEGINNING OF THE NEW LEAVE YEAR

11. As soon as management receives official notification of the beginning of the new leave year, a copy must be provided to the steward/acting steward and a copy shall be placed on the bulletin board. This must be no later than November 1 of each year.

SUBMISSION OF APPLICATIONS FOR ANNUAL LEAVE AFTER COMPLETION OF VACATION SIGNUP PERIOD

12. Carriers requesting annual leave that cannot be secured via Item 4 or Item 7, must submit a Form 3971 as soon as possible in advance of the leave date. Management shall reply, indicating approval or disapproval, no later than the Wednesday prior to the affected vacation week (Tuesday for holiday weeks) if possible.

In the case management is able to provide leave beyond the permitted allowed off, 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.

HOLIDAY SCHEDULING

13.1 The method of selecting employees at the delivery unit to work on a holiday is as follows:

- A. Part time Flexibles.
- B. Full-time Regulars and part-time regulars, volunteers, by seniority, on their designated holiday.
- C. City Carrier Assistants.
- 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.

OVERTIME SECTIONS

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

LIGHT DUTY ASSIGNMENTS

15, 16, 17. 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 MAY INCLUDE (BUT ARE NOT LIMITED TO):

- A. Assisting routes by setting up mail
- B. Casing routes
- C. Coverage of suitable collection routes
- D. Labeling cases
- E. Rewrite route books
- F. Carrier mark-ups

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.

REASSIGNMENTS

18. For reassignment purposes, the definition of a delivery unit shall be the same as item 14A. 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 he/she 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.

PARKING

19. 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.

ANNUAL LEAVE TO ATTEND UNION ACTIVITIES

20. 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 if possible. 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 genuinely adversely affected.

CRAFT PROVISIONS

21.1 Article 41, Section 1.A.3. Bidding and Posting for vacant full-time duty assignments shall be installation-wide.

21.2 Article 41, Section 1.A.3. During the term of this agreement, should a need arise to implement Article 41, Section 3.O, bidding for vacancies will be restricted to the affected delivery unit.

21.3 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.

21.4 Article 41, Section 1.B.3. Bids for vacant full-time duty assignments shall be posted for eight (8) days. The successful bidder shall be posted within ten (10) days after the closing date specified in the posting. All bids should be ball-dated when mailed. All bids must be honored if received prior to noon (12:00pm) of the fourth day after closing.

Bids received after the closing date will not be honored unless they are properly balldated. Bids submitted by carriers in person shall be dated upon receipt.

Bidding carriers may phone Personnel up until 12:00pm of the fourth day after closing to check on receipt of their bid card only. Personnel will not furnish information to supervisor or fellow carriers. No information as to job awards will be given over the phone.

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. Management will inform the Branch 111 President immediately when an anticipated and/or actual date of computerized bidding implementation is known. Carriers will receive instruction by demonstration from management so to teach carriers how to bid by telephone and computer.

21.5 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."

OTHER SENIORITY ITEMS

22.1 Article 12, Section 5.C.4 – This item is the same definition as item 14A of his Local Agreement.

1998 MEMORNADUM 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 will be utilized as needed each month for up to one (1) hour. The President, designee, or the Steward shall be authorized one (1) hour on the clock, providing it is their regularly scheduled workday. Prior to the printing of the minutes, they will be reviewed by the Union President or designee.
3. 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.
4. Prior to the Christmas operation, representatives of Branch 111 and management may meet for the purpose of consulting on policies and procedures to be established for the local Christmas operations.
5. 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.
6. 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 one (1) bulletin board for the posting of information for employees. Management will work jointly with the local union steward to determine optimum placement of the bulletin board.

C. UNIFORMS

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

D. TELEPHONES

Union officials may use official telephones and fax machines for the purpose of conducting union business related to the administration of the National Agreement.

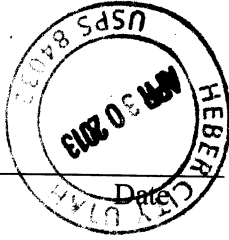
Union officials receiving emergency and long distance calls will be notified as soon as possible and use of the telephone will be permitted.

E. BREAK OPTION SELECTION

The carriers at the delivery unit will receive two 10-minute break periods. The carriers will have both breaks on the street.

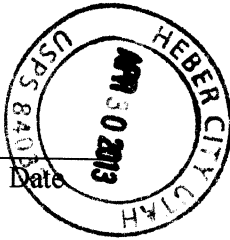
IN WITNESS WHEREOF:

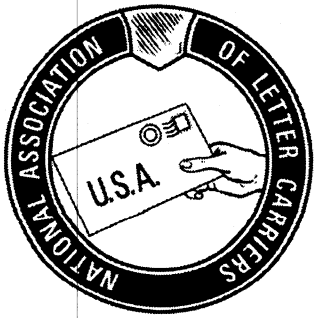
By: John Barnett
John Barnett
Postmaster
Heber City, UT



By: Jeff Nelson 4/30/13
Date
Jeff Nelson
President - Branch 111, NALC
Salt Lake City, UT

By: Brandon Smith
Brandon Smith
Shop Steward - Branch 111, NALC
Salt Lake City, UT





**Agreement between the Heber 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.

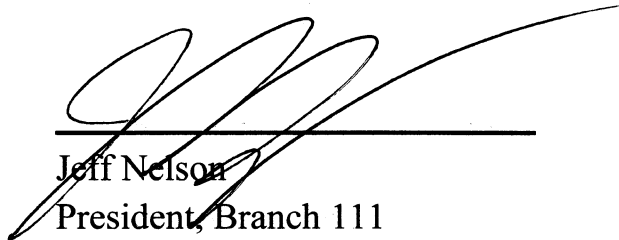
The parties agree that upon the date that an employee transfers from another installation or is converted to a full-time regular from being either a part-time flexible city letter carrier or city carrier assistant, that employee will have a two week period for signing the aforementioned overtime lists (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.

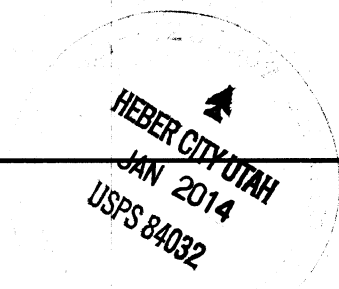


John Barnett
Postmaster, Heber City



Jeff Nelson
President, Branch 111

Date _____



**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE
AND THE
NATIONAL ASSOCIATION OF LETTER CARRIERS, AFL-CIO**

Re: Signing Overtime Lists

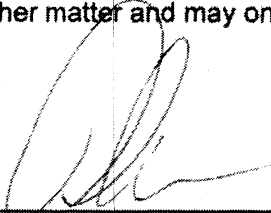
The parties agree to the following regarding employees transferred from another installation or part-time flexible city letter carriers and city carrier assistants who become full-time regulars in the installation following the two week period for signing the overtime lists (Article 8.5.A):

The installation head and branch president or their designees may mutually elect to develop a process that allows employees who transfer from another installation or are converted to full-time following the sign-up period to place their names on either the overtime desired list or work assignment list.


Local procedures agreed to pursuant to this agreement will remain in effect through the term of this memorandum.

This agreement is effective from the date of signature until March 31, 2014, unless extended by mutual agreement of the national parties. However, either party may terminate this agreement earlier by providing 30 days written notice to the other party.

This agreement is reached without prejudice to the position of either party in this or any other matter and may only be cited to enforce its terms.



Alan S. Moore
Manager, Labor Relations
Policy and Programs
U.S. Postal Service



for Fredric V. Rolando
President
National Association of Letter
Carriers, AFL-CIO

Date

12/4/2013