

**Agreement Between
The United States Postal Service, Orem,
UTAH
And
Branch 111 of the National Association of
Letter Carriers**

Supplement to the 2016-2019 Agreement

not properly
revised
6-11-18

Final
Signed copy

ARTICLE I - HOURS OF WORK AND WORK SCHEDULES

Section 1. All full-time carriers shall be on a rotating schedule, unless all six carriers on a string shall agree to a schedule of fixed non-work days for all the carriers on that string. (Days selected by seniority.) Once a schedule of fixed non-work days is established, that string will remain with fixed non-work days for at least six months, unless a new carrier bids onto the string. When a new carrier bids on a string that has fixed days off all routes on that string shall revert to rotating days off until such time as all carriers on that string can agree again to fixed non-work days; selected by seniority. The same rules shall apply to carrier strings of fewer than six carriers except that the string will also revert to rotating days off whenever another route is added to the string.

ARTICLE II – LEAVE

Section 1. A Union-Management Committee is herewith established to cooperate in the administration of the program of annual leave in this office. Members of this committee will be the Supervisor, Customer Service and the Union President, or their designees.

Section 2. The first round of the Leave Planning Meeting shall be on the first Wednesday in November each year.

Section 3. The choice vacation period shall be 52 weeks and shall commence with the first day of each new leave year and shall end on the last day of that leave year.

Section 4. The minimum number of carriers off shall be 14% of the total number of full and part-time carriers as of the date of the Leave Planning Meeting. CCAs count towards this percentage. Any remaining fraction of a whole number will be multiplied by 52 to determine how many weeks there will be an additional carrier off. (Any fraction of a week will be rounded up to an additional week.) The Union shall determine which weeks will have the additional person off. There will be an eight consecutive week period, starting with the first full week in December designated as a no-penalty overtime period, when the minimum number of carriers off will be 12% of the total number of full-time and part-time flexible carriers. Any portion of a remainder will be rounded up to allow an additional person off, if that portion is .50 or above and rounded down if below .50.

Non-schedule (NS) days on bid weeks will be posted by leave committee, twenty-one (21) days in advance. If for whatever reason there is an oversight, rarity, or emergency, (all circumstances will be considered by the leave committee) and there is less than twenty-one days, the leave committee will expedite the posting and bid process. All NS days shall be posted.

If there is a route in the bid cycle the leave committee will wait until the bid cycle is over before posting the NS day. Either member of the leave committee will be able to ask the employee who has the bid week in advance, whether that employee is interested in the route up for bid. If the employee is interested in the route, the leave committee must wait for the bid cycle to end before posting the NS day. If the employee is not going to bid the route in the bid

cycle, the employee may waive their right to the NS day and the leave committee may post the NS day in advance before the bid cycle is over. If there is a route in the bid cycle the leave committee will wait until the bid cycle is over before posting the NS-day. Either member of the leave committee will be able to ask the employee who has the bid week in advance, whether that employee is interested in the route up for bid. If the employee is interested in the route the leave committee must wait for the bid cycle to end before posting the NS day. If the employee is not going to bid the route in the bid cycle, the employee may waive their right to the NS day and the leave committee may post the NS day in advance before the bid cycle is over.

Section 5. At the Leave Planning Meeting the carrier in the #1. position on the Seniority Roster shall submit form 3971, or other leave forms, to the Supervisor, Customer Service, who will place his name on the leave calendar and will, within-3 working days, return the approve form(s) to the employee. In order of seniority, all other carriers will follow this same procedure until all have had an opportunity to bid on leave. If a carrier comes late to the meeting, and misses his turn, he may step in, next in line, and take his seniority position to bid on the remaining leave available. If a carrier does not submit a leave slip(s) by the end of the Leave Planning Meeting, he may submit his leave request for that round during the next 5 calendar days. All leave requests submitted during those 5 days will be assigned the last day of the round, by seniority. The first round will last 7 calendar days. CCAs will be permitted to select one week via this process during the first round. Leave unassigned on the calendar will then be opened for a second round of bidding which will be at a Second Round Meeting, following the same format. The Second round will last one week. Any unassigned leave remaining on the calendar will then be opened for third round bids on a first-come, first served basis. (On the same basis as provided for in Section 8.) This will commence one week from the Second Round Meeting.

Section 6. An employee, at his option, may request up to 2 selections during the Choice Vacation Period in units of 5, 10, or 15 working days referred to in Article 10, Section 3 of the National Agreement. Leave requests reflecting first, second, and third preferences during the Choice Vacation Period shall be made in duplicate on form 3971. Leave weeks during the Choice Vacation Period will be granted Monday through Sunday.

Section 7. Any person who is not present at the Leave Planning Meeting may be represented by proxy or he may submit his choices on form 3971 in 1,2,3 order in advance of the Leave Planning Meeting.

Section 8. Requests for all leave after first and second round of Prime Time shall be considered on a first-come basis. In the event that two or more requests are received on the same day requesting the same day off, the award shall be determined by seniority. Leave requests must be ball-dated to be honored. Such requests shall be submitted in duplicate on form 3971 and placed in the 3971 bin, by 9:00 A.M. Received requests shall be collected, reviewed, and processed on a daily basis at the 9:00 a.m. meeting, on-the-clock, by the leave designees(s) of the Postmaster and the Local Union Designee. It is the joint responsibility of the parties to timely attend the daily meeting and complete processing and updating of the leave calendar. The updated leave calendar will be immediately posted at a designated location agreed upon by the parties. The leave committee shall call the other office(s) to update all leave

calendars. The supervisor shall return the completed form to the employee no later than the end of tour. Should the supervisor fail to act within this time frame the requesting employee may take the application to the senior supervisor on duty who shall act upon the application within one hour. Leave requests received after this deadline (9:00 A.M. of the day prior to the date requested) shall be approved, by seniority, at the supervisor's discretion, provided that there is a vacancy. The supervisor shall return the leave request no later than the end of tour. Any request for leave on a Saturday only must be endorsed by a Union Steward or his designee prior to its submission to the supervisor. Leave requests for any day that is not full shall not be denied. Leave requests for a partial day will be honored along with requests for full days providing the request is for at least a half an hour minimum, and there is a slot available on the leave calendar. CCAs must use at least 8 hours of leave to be protected against being scheduled in on the day of incidental leave usage. Leave request for less than a half-an-hour will be honored at the supervisor's discretion. The Master leave calendar will be maintained by the NALC. The leave calendar will be notated by hand. Either party desiring to maintain an additional computerized version of the leave calendar may do so at no expense to the Postal Service. A copy of the daily updated leave calendar will be provided to the Union Designee.

Section 9. The use of annual leave to be used to attend Union seminars and conventions which is requested prior to the determination of the choice vacation schedule will not be considered a part of the total vacation plan.

Section 10. Neither military leave nor jury duty shall be counted as part of a carrier's selection for the choice period. Neither military leave of fewer than five days nor any jury duty will count against the paid quota for the choice period. Paid military leave over 5 days will be added to the vacation calendar and count against the Branch quota for the period.

Section 11. Every effort will be made to grant emergency annual leave as needed. In instances of replacement difficulty, the seriousness of the emergency will be considered by the Union President (or designee) and the Postmaster (or designee) who will determine whether leave can be granted.

Section 12. Leave approved during the choice vacation period may be canceled with each request for cancellation being considered on its merits by the Leave Committee. Except in cases of emergency, cancellation of leave for-any day(s) which is full must be done at least 21 days in advance. Leave which is canceled will be open to bidding by seniority. All cancellations for any day(s) which is full shall be immediately posted for 10 days. All other cancellations shall also be posted.

Section 13. Recognizing the needs of the Postal Service and of the Union the Union shall notify management, as soon as is practicable, of the dates and number of delegates to any Union seminar, training session, rap session, convention, or other meeting. If the request comes after Prime Time bidding and there are vacant leave slots on the calendar those delegates will be placed in those slots. If there are more delegates than slots available those delegates will also have their leave approved but will be placed into vacancies that occur due to cancellations. Management will make every effort to approve the leave of these delegates.

Section 14. The Union Will maintain the Leave Calendar and will post an updated copy

weekly on the bulletin board of each office. This will be done on official time on the day the schedule is posted.

ARTICLE III - SELECTING EMPLOYEES TO WORK ON A HOLIDAY

Section 1. Management will select carriers to work on holidays in the following order:

- (1) Part-time flexibles
- (2) City Carrier Assistants
- (3) Transitional Employees
- (4) Casuals
- (5) Full-time employees who volunteer to work on their holiday or day designated as a holiday; by seniority
- (6) Full-time employees who volunteer to work their non-scheduled day; by seniority
- (7) Full-time employees who did not volunteer on what would otherwise be their non-scheduled day; by inverse seniority
- (8) All other non-volunteer full-time employees; by inverse seniority

ARTICLE IV - ASSIGNMENT OF ILL OR INJURED EMPLOYEES

Section 1. When it is not possible to assign an ill or injured employee in a temporary or permanent light-duty assignment within the Carrier craft the Postmaster will consult with the Union President, or his designee. Whenever possible, part-time hours will be combined to provide full-time work for employees on light duty.

Section 2. The following shall be considered light-duty assignments: case labeling, collections, performing services on auxiliary routes, auxiliary help to regular routes, casing of routes, labeling inside of apartment boxes, sorting through unendorsed bulk business mail, delivery of Priority Mail and Express Mail, working on route books, answering phones when needed, paper work when needed, NDCBU maintenance, CFS maintenance, working carrier mark-up mail, Parcel Post delivery, and any other work which the carrier is qualified and able to perform based upon medical limitations.

ARTICLE V – POSTING

Section 1. The senior qualified applicant for a vacant assignment shall be placed on the new assignment on the first day of the next work week after the bid closing date; unless the carrier is on leave. If the assignment entails a change of level or pay, management will have 15 days to place the carrier in the new assignment.

Section 2. (Left blank - 2007 Local negotiations)

Section 3. All assignments shall be posted for 10 days.

Section 4. A route shall be posted if changed by more than 50 %. T-6 strings shall be posted if changed by more than 60%.

Section 5. A copy of notices posted locally, affecting the carrier craft, shall be given to a steward or secretary of Branch 4235 prior to posting.

Section 6. A Union representative will be present when bids are opened.

Section 7. All vacancies of 5 days or more will have a separate posting on the bulletin board.

Section 8. When a letter carrier's route or full-time duty assignment other than the letter carrier route(s) or full-time assignment(s) of the junior employee(s) is abolished at this Post Office as a result of, but not limited to, route adjustments, highways, housing projects, etc. all routes and full-time duty assignments at this office held by carriers who are junior to the carrier(s) whose route(s) or full-time duty assignment(s) was abolished shall be posted in accordance with the posting procedures of this article.

Section 9. Whenever a new full-time letter carrier position is created, or whenever a vacancy occurs in a current assignment which would result in the Senior PTF being made regular, the Senior PTF will be made an Unassigned Regular within 15 days and will be able to bid on vacant assignments or will be assigned the residual vacancy after the cycle of bidding is complete. At that time, he/she will assume the regular schedule of that assignment.

Section 10. Consistent with Article 8 Section 5A of the National Agreement, the Overtime Desired sign-up list will be posted for 2 weeks prior to each calendar quarter. The sign-up sheets will come down at 5 PM of the final work day of each quarter, after which no changes or additions will be allowed, except as listed in the JCAM. A carrier who will not be working during the sign-up period can notify his/her steward or supervisor in writing of his/her choice and the steward will enter the carrier's name on the proper list.

ARTICLE VI-INSTALLATION BIDDING

Section 1. Vacation bidding, posting, and opting of assignments for 5 days or more will be city wide. However, PTFs should only opt on assignments in the other station there are no opts available in the station to which they are assigned.

Section 2. Separate Overtime Desired Lists shall be established at each station.

Section 3. If a carrier transfers between stations during a quarter and has his/her name on the Overtime Desired List in the previous station, that carrier shall have the right to have his/her name added to the Overtime Desired list in the new station.

ARTICLE VII - SAFETY AND HEALTH

Section 1. A joint Labor-Management Safety Committee is established. The President of the Union or his designee shall serve as a member of this committee. Branch 111 and the Employer endorse and actively support the rules and regulations promoting safety and health. Meetings of this committee shall be held on official time around the first of each quarter. Special meetings of this committee may be called by either party in an emergency.

Section 2. No vehicle shall be placed in service or be permitted to operate unless it is in safe condition. No employee shall be required to work with unsafe equipment or under conditions detrimental to health. All vehicles must conform to safety standards found in Postal handbooks and manuals.

Section 3. No carrier shall be required to drive an unsafe vehicle. All carriers are required to report to their immediate supervisor any unsafe or damaged vehicle. Repairs shall be carefully examined to determine that it is completely safe. A copy of all repair tags will be initialed by the supervisor and returned to the carrier.

Section 4. No letter carrier shall deliver mail to any house where dogs or other animals interfere with delivery. All threatening dogs or dog incidents must be reported to the Supervisor, Customer Service immediately.

Section 5. Assignment of vehicles will be made to carriers on the basis of installation seniority. Management may rotate vehicles to equalize odometer miles but carriers shall have the right to choose replacement vehicles by seniority.

Section 6. Article 8, Section 9 of the National Agreement provides reasonable wash-up time for letter carriers who perform dirty work. It is the position of the U. S. Postal Service that any letter carrier should be granted such time as is reasonable and necessary for washing up after performing dirty work or incident to personal needs as currently established.

Section 7. Letter-Carriers at the Orem, Utah Post Office shall be allowed the use of personal audio devices. The following guidelines should be followed:

In The Office:

Carriers may use personal audio devices in the office. However, they must follow safety regulations and may not use them in a manner that would disturb fellow employees.

In Postal Vehicles:

Carriers may use personal audio devices in Postal vehicles and while delivering mail. However, they must follow safety regulations and should not play them so loudly that they interfere with communications with customers and others or make it so the carrier cannot hear warnings from public safety vehicles, other vehicles or customers. Radios carried on the carrier should not be on while delivering inside of businesses. For safety

purposes, large radios should be secured in the vehicles.

ARTICLE VIII - GUIDELINES TO CURTAILMENT OF OPERATIONS

Section 1. Letter carriers shall not be required to attempt delivery during periods of inclement weather of such severity that civil authorities such as mayor, police chief, or governor issue orders for local residents not to travel public streets or highways. The carrier will notify management before curtailing delivery.

Section 2. If any bomb threats are received by the Post Office all carriers at the station(s) against which the threat is made will be evacuated from the station and not required to return until such time as local law enforcement authorities declare it safe.

ARTICLE IX – PARKING

Section 1. The employer shall allow the use of all available spaces for employee parking excluding such spaces vacated by Postal vehicles or designated Supervisor parking. The Employer shall maintain the parking area and keep it free of safety hazards.

Section 2. In the event that there are not sufficient parking places on Postal property for all employees; all part-time and non-career employees will be required to park off Postal property.

ARTICLE X – COMMUNICATIONS

Section 1. The parties of this memorandum shall meet during the first week of each quarter at 2:00 P.M. for discussion of items of mutual interest.

Section 2. Representatives of Branch 111 shall have the right to use Post Office telephones for Union business at no telephone cost to the Postal Service.

Section 3. The local Union will be given a copy of all official bulletins and orders directly relating to the carrier craft.

Section 4. This Local Memorandum of Understanding may be amended or added to by mutual, signed agreement between the local Union President and the Postmaster.

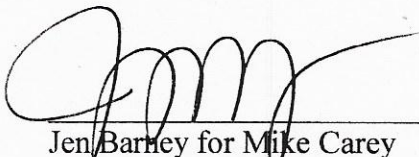
Section 5. This Memorandum of Understanding (as a whole) will remain in effect until changed by mutual signed agreement at local contract negotiations.

Section 6. The finding of any portion of this memorandum "in conflict" with the National Agreement will not negate the remaining portions of the Memorandum.

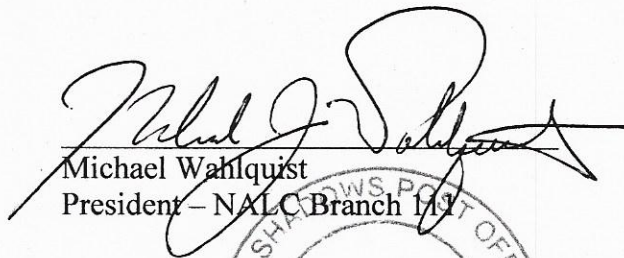
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Supplement to the 2016-2019 Agreement

Signed By:



Jen Barney for Mike Carey
Postmaster – Orem, Utah



Michael Wahlquist
President – NALC Branch 111

