

**MEMORANDUM OF
UNDERSTANDING**

between

Lehi Post Office

and

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

Supplement to 2001 National Agreement

CONTENTS

	Page
Union Recognition	1
Wash-Up Time	1
Assignment of Non-Scheduled Days	1
Emergency Procedures	2
Annual Leave Program	3
Duration Of Choice Period	3
First Day Of Vacation Week	3
Selection Process	3
Jury Duty / Conventions	4
Maximum Off	4
Approval Of Scheduled Annual	4
New Leave Year	4
Other Applications For Annual	4
Holiday Scheduling	5
Overtime Sections	5
Light Duty Assignments	5
Reassignments	6
Parking	6
Annual Leave to Attend Union Activities	6
Craft Provisions	7
Other Seniority Items	7

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 Lehi, 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. When an employee performs dirty work or work with toxic materials the employee will be allowed reasonable wash-up time as needed.

ASSIGNMENT OF NON-SCHEDULED DAYS

2. All existing assignments will have rotating days off. Whether future full-time assignments shall have fixed or rotating days off shall be a subject of negotiation between Branch 111, NALC and the USPS.

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 1998 National Agreement and the Joint Contract Administration Manual.

- A. Employees may cancel all or part of 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. In the event that a carrier cancels all or part of any scheduled vacation period, the cancellation will be noted on the vacation roster/calendar.
- B. The local unit Union steward (or designee) and the local unit supervisor will jointly review the leave chart before posting.
- C. Ten (10) 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/calendar to ensure it is in compliance with Article 10, Section 4.B of the National Agreement and in compliance with this Local Memorandum Of Understanding.

It will be the Union's responsibility to conduct a standup so to notify the city delivery carriers seven (7) to ten (10) days prior to the beginning of the vacation selection process so that the steward and the supervisor can explain the rules of the vacation selection process and answer questions about the process.

- D. The vacation sign up period is the first full three calendar weeks of January. During this period each carrier will be provided sufficient time (but no more than 48 hours) to consider his/her vacation choice for any given go-around. (See Item 7.) Each carrier may choose his/her choice(s) by proxy or in person; however if no choice is made within the 48 hours provided the carrier will be passed over and will be provided an opportunity to mark choices upon his/her return.
- E. A leave period designated by each carrier on the vacation roster/calendar will be for segments of five (5) work day up to ten (10) continuous work days; however, in accordance with Article 10, Section 3(D.2) employees who earn 20 or 26 days of annual leave per year shall be provided an opportunity to select a single block of 15 consecutive work days. (A carrier is free to cancel any portion of scheduled leave blocks.)
- F. No vacation choice may overlap with another carrier's vacation without permission from management.

- G. No vacation may be scheduled on the vacation roster/calendar if the carrier does not have sufficient annual leave to cover the days. In the event a vacation period is scheduled by an employee on the vacation roster/calendar but the employee exhausted his/her annual leave prior to the advent of any dates designated on the vacation roster/calendar, the period(s) of leave for which the carrier can not cover with annual leave will be considered canceled and forfeited by the carrier with no annual leave and the period(s) will be posted on the vacation roster/calendar in accordance with paragraph A above.

DURATION OF CHOICE VACATION PERIOD

5. The choice vacation period shall be the entire calendar year.

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

6. Vacation leave shall be granted in periods of complete weeks beginning on Monday.

VACATION SELECTION PROCESS

7. The Union steward (or designee) will administer the passing of the vacation roster/calendar. Each carrier will be granted the opportunity to select vacation periods as (a) outlined below, (b) in accordance with Item 4 above, and (c) in accordance with Article 10, Section 3 of the National Agreement.

The vacation roster/calendar will be passed in accordance with the following:

- A. During the first rotation each carrier will (by seniority) have the opportunity to select a period of vacation of duration of 5 or 10 continuous work days or make no choice at all; however, in accordance with Article 10, Section 3(D.2) employees who earn 20 or 26 days of annual leave per year shall be provided an opportunity to select a single block of 15 consecutive work days during the first rotation only.
- B. During the second rotation carriers will sign by seniority. If a carrier signed for one week in the first rotation he/she will be allowed to sign for two consecutive weeks, one week, or make no choice at all. If a carrier signed for two consecutive weeks in the first rotation he/she will be allowed to sign up for one week or make no choice at all.
- C. During the third rotation, by seniority, carriers will sign for all remaining available/open weeks, or make no choice at all.

- D. The calendar will remain with the shop steward until the next carrier in line (by seniority) is available to take his/her turn.

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 shall be considered part of the choice vacation period. 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 maximum number of employees who shall receive leave each week during the choice vacation period will be 13%. When applying the 13% requirement, any fraction of 0.50 or more will be rounded to the next higher number. Any fraction less than 0.50 will be rounded to the next lower number.

APPROVAL OF SCHEDULED ANNUAL LEAVE

10. Letter carriers' names on the roster/calendar will indicate approval of annual leave scheduled. The vacation roster/calendar, or a copy of the roster/calendar, will be made accessible to all employees year round. Form 3971 should be turned in by the Monday prior to posting of the schedule.

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, it shall be posted.

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

12. 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 The method of selecting employees at the delivery unit to work on a holiday is as follows:
- A) ^{CCAs} ~~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-schedule day – by inverse seniority.
 - (E) All other non-volunteer full-time regulars – by inverse seniority.

OVERTIME SECTIONS

14. The overtime desired list shall be maintained in accordance with Article VIII, Section 5 of the National Agreement. Overtime desired lists shall be by Section. A Section shall be defined as the Lehi Post Office.
- 15, 16, 17. Management shall make every effort to approve light duty assignments in the carrier craft on the merits of each case presented and in accordance with Article 13 of the National Agreement. First consideration for light duty assignments will be those duties available in and related to the carrier craft at the delivery unit within the physical limitations of the injury or illness.

EXAMPLES OF LIGHT DUTY ASSIGNMENTS INCLUDE:

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

REASSIGNMENTS

18. A Section or Installation, for the purposes of this agreement, shall be the Lehi Post Office.

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 percent (40%) of the duties of the assignment.

PARKING (negotiations incomplete on this item)

19. The employer shall allow the use of designated available spaces for parking. Assignments of such spaces will be designated on a first come, first serve bases.

ANNUAL LEAVE TO ATTEND UNION ACTIVITIES

20. Annual leave/LWOP to attend union activities shall comply with Item 8.

CRAFT PROVISIONS

- 21.1 Article 41, Section 1.A.3. Bidding and Posting for vacant full-time duty assignments will be restricted to the Lehi Installation.
- 21.2 Article 41, Section 1.A.3. During the term of this agreement, should a need arise to implement Article 41.3.O, bidding for vacancies will be restricted to the Lehi Installation.
- 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.
- 21.5 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, 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 defined as the Lehi Post Office.

IN WITNESS WHEREOF:

By: Kathy Morgan 10-17-02
Kathy Morgan Date
Postmaster
Lehi, UT

By: Tom McPartland 10-17-02
Tom McPartland Date
President – Branch 111, NALC
Salt Lake City, UT