

Memorandum of Understanding

Between the

Midvale Installation

And the

National Association of Letter Carriers

AFL-CIO

Branch 111

Supplement to the 2006-2011 National Agreement

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Union Recognition

Parties to the Agreement

This Local Memorandum of Understands (LMU) supplements the nationally negotiated Agreement. This LMU constitutes an Agreement between the Midvale, UT Post Office and the National Association of Letter Carriers, 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 National Association of Letter Carriers, Branch 111.

Item 1: Additional or longer wash-up periods

A reasonable amount of time shall be granted for wash-up time daily.

Item 2: The establishment of a regular work week of five days with either fixed or rotating days off

All full-time duty assignments within the Midvale Post Office shall have rotating days off. (An exception will be assignments that have at least 60% business; these routes may have fixed days off to be determined by management discretion.) Assignment of non-scheduled days to any new assignment will be rotating days off unless management and the union jointly agree to do differently. Operational needs will be the primary consideration for determining the assignment of non-scheduled days for new assignments.

Reserve carriers and unassigned regulars shall assume the non-scheduled days of the full-time 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 rotation schedule, it shall continue on that rotation as if they had not been temporarily assigned to the schedules of carriers they replace.

Part-time flexible carriers, when working on an opt of five (5) days duration or more, shall assume the non-scheduled days off of the assignment on to which they have opted.

Any and all current National Agreement provisions for payment shall remain intact in the application of this Agreement.

Item 3: Emergency Conditions

At any time local authorities declare that an emergency condition exist in Midvale, Utah which endangers the well-being of a carrier, postal authorities shall heed advice provided by the local authorities and/or take prompt action to alleviate such danger.

At such times when a carrier is outside the office and communications with management regarding the 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 actions 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.

Item 4: Formulation of Local Leave Program

The annual leave program shall be administered within the general framework of Article 10 of the National Agreement. At the request of the Union, special leave shall be granted when possible. The leave roster shall be passed by the shop steward or his/her designee throughout the carrier workforce by seniority, and each carrier shall indicate his/her selection in the roster by the second full week in November. Carriers wishing to cancel any or all of a previously approved vacation period must submit the request in writing to the supervisor at least one week prior to the beginning date of said period. All Leave turned back must be posted for one (1) week for bid by seniority, the full week having president over partial weeks.

Item 5: The duration of the choice vacation period

The duration of the choice vacation period shall be throughout the calendar year.

Item 6: The determination of the beginning day of an employee's vacation period

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

Item 7: Employee options during annual leave selection rotations.

Carriers will sign up for annual leave over three vacation selection rotations. The final rotation will be completed by the second full week in November. (See Item #4) 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, if contact is not made the carrier will be passed over and be immediately permitted to make a selection upon his/her return to duty.

Rotation one:

By seniority, carriers will sign for either one week, or two consecutive weeks, or three consecutive weeks (if earning 4-5 weeks per year), or make no choice at all.

Rotation two:

Carriers will sign by seniority. A carrier can sign for the remaining weeks he/she will earn in the current leave year.

Rotation three:

By seniority, carriers will sign for all remaining available/open weeks any where in the year, or make no choice at all, with annual leave carried over into the current year.

Item 8: Whether jury duty and attendance at National or State Conventions

No less than two (2) employees will be allowed to attend National and State Conventions. Prior to the beginning of each calendar year when convention weeks and the week of rap session has been determined, two slots to accommodate delegates shall be withheld for the appropriate weeks. If Midvale sends no delegates to conventions or the rap session the slots will be returned to the craft for vacation selection. The rule for claiming those weeks will be by application of PS Form 3971 on a first come, first serve basis (seniority will break a tie).

Item 9: Determination of the maximum number of employees who shall receive leave each week during the choice vacation period

The number of carriers who shall receive leave each week during the choice vacation period shall be 13% of the total carrier work force. The rounding of the 13% will be as follows: .5 rounds up to the next whole number, less than .5 rounds down.

Item #10: The issuance of official notices to each employee of the vacation schedule approved for such employee

After completion of the initial vacation sign-up period, PS Form 3971 shall be submitted.

Item 11: Determination of the date and means for notifying employees of the beginning of the new leave year

Carriers will be allowed to sign up for as many weeks as they expect to have accrued, and no more within the guidelines of the vacation selection process.

Management shall, no later than November 1, publicize on bulletin boards and by other appropriate means the beginning date of the new leave year, which shall begin with the first day of the first full pay period of the calendar year.

Item 12: Provisions for incidental leave.

Carriers failing to make leave selections, in accordance with Item #7, must submit PS Form 3971 in advance. All remaining available vacation slots are guaranteed to carriers, with full weeks taking precedence over partial weeks, on a first come first serve basis (seniority will break a tie). Leave slips must be turned in by the Wednesday prior to when the leave is to begin and the schedule posted, on Holiday weeks it is to be by the Tuesday prior, after that it is at the supervisor's discretion. The Union and Management will distribute annual leave jointly.

Item 13: The method of selecting employees to work on a holiday

- a) TE's
- 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

Item 14: Whether “Overtime desired lists” in Article 8 shall be by section and/or tour

The overtime desired lists shall be maintained in accordance with Article 8 Section 5 of the National Agreement. Overtime desired lists shall be by Section. A Section shall be defined as the Midvale Post Office. The Steward or their designee shall be given time on a weekly or bi-weekly basis to track overtime used to assist the Supervisor in ensuring equitable distribution.

(Items 15 – 17 are all addressed in Item 17)

Item 15: The number of light duty assignments within each craft or occupational group to be reserved for temporary or permanent light duty assignments

Item 16: The method to be used in reserving light duty assignments so that no regularly assigned member of the regular work force will be adversely affected

Item 17: The identification of assignments that are to be considered light duty

Management will make every effort to afford light duty to letter carriers who have appropriate need as demonstrated by documentation from a health provider. Examples of assignments that are to be considered light duty are:

- a) Assisting routes by setting up mail
- b) Casing routes
- c) Labeling cases
- d) Labeling apartment house mailboxes
- e) Rewrite route books
- f) Mark-up forwardable mail
- g) Deliver Point Sequencing daily station inputs
- h) Assist in carrier craft Delivery Point Sequenced activity

Management and a NALC Union representative shall meet, when appropriate, to determine other opportunities for light duty assignments.

Item 18: The identification of assignments comprising a section, when it is proposed to reassign within an installation, employees excess to the needs of a section

A Section or Installation, for the purposes of this assignment, shall be the Midvale 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 (40) percent of the duties of the assignment chosen were provided in the original full-time duty assignment, provided that the 40% went to a single assignment.

Item 19: The assignment of employee parking spaces

The Service will make every effort to provide employee parking spaces. These spaces will be on a first come first serve basis. However, management may assign three spaces of its choice for its own use, which spaces are excluded from the “first come first serve” rule.

Item 20: Whether annual leave to attend Union activities is part of total choice vacation plan.

(See Item #8) This item is agreed to be moot because Midvale has a “year-round” choice period

Item 21: Those other items which are subject to local negotiations as provided in the craft provisions of this agreement

Article 41 Section 1.A.3 - The existing local procedures for scheduling rotation non-work days and of installation-wide bidding shall remain in effect. (Management further agrees to the following provision: prior to changing days off of future vacant assignments [10 days prior, or any time after the posting of the said assignment] it must first confer with the NALC shop steward.)

Article 41 Section 1.A.5 – Letter carrier assignments shall not be posted because of a change of more than one hour in starting time.

Article 41 Section 1.B.2 – Posting and bidding for duty assignments and/or permanent changes in Fixed non-workdays shall be installation wide.

Article 41 Section 1.B.3 – The notice for letter carrier craft assignments shall remain posted for (10) ten days, less, if agreed mutually by NALC Branch 111 and Management.

Article 41 Section 1.C.4 – The successful bidder shall work the duty assignment as posted. The T-6 may only be moved to another assignment if he/she volunteers.

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 that delivery unit as a result of, but not limited to route adjustments, highway, housing projects, all routes and full-time duty assignments 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 in accordance with the procedures in this article.

Item 22: Local implementation of this agreement relating to seniority, reassignments and posting

Article 12 Section 5.C.4 – A section or installation, for the purposes of this agreement shall be the Midvale Post Office.

Additional Agreements:

Local Labor-Management meetings and agenda:

Both parties will maintain an “open door” policy and shall meet as soon as practical when either party identifies a need.

The parties to this agreement shall meet upon either party’s request at a date and time mutually agreed upon. Such meetings shall not exceed one (1) hour in duration. It is agreed that agenda items for discussion at the Labor–Management meeting shall be exchanged by the parties to this agreement at least one (1) full workday before the scheduled meeting. Management shall allow at least one Midvale NALC union representative (as selected by the union) to be on the clock while attending a local Midvale Labor-Management meeting. Items not placed on such agenda shall be discussed by mutual consent of both parties.

T-6 Assignments:

A letter carrier working a T-6 assignment will not be taken off his/her assignment on a regular scheduled day without the carrier’s explicit consent.

New Employee Local Orientation:

Management will afford new carrier employees at least two complete days of training with a designated On the Job Trainer (OJT).

Management will introduce new carrier employees to the Midvale NALC shop steward. The steward will be allowed an opportunity to speak at least 10 minutes with the new employee to share information and make him/herself a resource to the new employee.

Route Inspections and Adjustments:

Branch 111, NALC and the Midvale Post Office agree to use the “Route Inspection/Adjustment Co-Leader Process” for all route inspections/adjustments performed in Midvale.

Duration of Local Memorandum:

This Local Memoranda shall continue in force and effect from the day it is signed until re-negotiated locally.

IN WITNESS WHEREOF:

By: Gene Brackus 10/31/07
Gene Brackus Date
Postmaster
Midvale, UT

By: Jenifer Bertolina 10/31/07
Jenifer Bertolina Date
Acting Postmaster, OIC
Midvale, UT

By: Mike Miller 10/31/07
Mike Miller Date
President - Branch 111, NALC
Salt Lake City, UT

By: Bill Michel 10/31/07
Bill Michel Date
Alternate Steward - Branch 111, NALC
Midvale, UT

By: Mike Geer 10/31/07
Mike Geer Date
Committee Member - Branch 111, NALC
Midvale, UT