

West Jordan Local Memorandum of Understanding Union Recognition

Parties to the Agreement

This Local Memorandum of Understanding (LMOU) supplements the Nationally Negotiated Agreements. This LMOU constitutes an Agreement between the West Jordan, 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

Reasonable wash-up time shall be granted daily and/or as needed to those letter carriers who perform dirty work or with toxic materials.

ITEM 2: THE ESTABLISHMENT OF A REGULAR WORK WEEK

Rotating work schedules shall be provided for all full time letter carriers.

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 rotating schedule, it shall continue on that rotation as if they had not been temporarily assigned to the schedule 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 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: GUIDELINES FOR THE CURTAILMENT OF TERMINATION OF POSTAL OPERATION TO CONFORM TO ORDERS OF LOCAL AUTHORITIES OR AS LOCAL CONDITIONS WARRANT BECAUSE OF EMERGENCY CONDITIONS.

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 communication with management regarding the emergency which may affect the carrier's wellbeing 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 THE LEAVE PROGRAM

- A: The Annual leave program shall be administered within the general framework of Article 10 of the National Agreement.
- B: The union shall have the right to review the leave chart before it is circulated.
- C: 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 prior to the schedule being posted.
- D: The Union will pass the vacation roster throughout the carrier's workforce, by seniority. Each carrier shall indicate his/her selection for the choice period in the book by the end of November.
- E: One week prior to the commencement of the first vacation roster rotation the NALC Shop Steward, or his/her designee will announce the schedule for the vacation rotations. Carriers who have reason to believe that they may not be present during any part of the selection rotations should prepare written proxie notice listing their selections and alternates. These proxie notices will be given to the NALC Shop Steward or his/her designee. In the case where during the selection process, a carrier is not present and has failed to submit, a proxies, the NALC Steward (or his/her designee) will be allowed to telephone the absent carrier in an attempt to secure their selection for the rotation circulating that day. Failure to contact that carrier will be considered a forfeit of the absent carrier's turn; however, upon that carrier's return he she will be allowed to take their turn, at that time for missed opportunities.

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 OF AN EMPLOYEE'S VACATION PERIOD.

The beginning day of an employee's vacation period is Monday.

ITEM 7: WHETHER EMPLOYEES AT THEIR OPTION MAY REQUEST TWO SELECTIONS DURING THE CHOICE VACATION PERIOD, IN UNITS OF EITHER 5 OR 10 DAYS .

Carriers will sign up for annual leave over three vacation selection rotations. The final rotation will be completed by the end of November (See Item 4). CCA's will be allowed to submit for vacation picks on the roster according to the leave they will have earned at the time of the leave usage; granting such leave is contingent upon the employee having a leave balance of at least forty (40)hours.

ROTATION ONE:

By seniority, carriers will sign for either one week, or two consecutive weeks, or make no choice.

ROTATION TWO:

Carriers will be 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 in the second rotation in the choice period. If a carrier signed up for two weeks he/she will be allowed to sign up for one week in the second rotation. The carrier will also have the option to make no choice.

ROTATION THREE:

By seniority, carriers will sign for any of their remaining available/open weeks anywhere in the year (up to the amount of annual leave the expect to earn), or make no choice.

ITEM 8: WHETHER JURY DUTY AND ATTENDANCE AT A NATIONAL OR STATE CONVENTION SHALL BE CHARGED TO THE CHOICE VACATION PERIOD.

- A. Attendance at a National and State Convention and Rap session shall be charged to the choice vacation period, but not to the individual.
- B. Jury Duty shall not be charged to the choice vacation period.
- C. Prior to the beginning of each calendar year, when convention weeks and rap session weeks have been determined, two slots for eligible delegates shall be withheld for the appropriate weeks.

ITEM 9 DETERMINATION OF THE MAXIMUM NUMBER OF EMPLOYEES WHO SHALL RECEIVE LEAVE EACH WEEK DURING THE CHOICE VACATION PERIOD

- A. The number of leave slots available in any one week of the Choice period will be determined by multiplying the carrier compliment (including CCA's) by 13%
- B. A bonus leave slot(s) in addition to A above will be provided for as per the following criteria:
 - 1a A sick leave ration of 2.0 – 3.0 will increase the percentage allowed off of annual by .5 or 1 slot whichever is greater.
 - 1b A sick leave ration of less than 2.0 will increase the percentage allowed off on annual leave by 1.0 or 2 slots whichever is greater.
 - 2. Sick leave ratios will be computed on a current Fiscal year to date basis and applied to the current calendar year.
- C. For computation purposes, number will be rounded down from .49 and below and rounded up from .50 and above.

ITEM 10: THE ISSUANCE OF OFFICIAL NOTICES TO EACH EMPLOYEE OF THE VACATION SCHEDULE APPROVED FOR SUCH EMPLOYEE

A copy of the vacation schedule/roster shall be posted immediately after the vacation application period on the Official Bulletin Board as to be available at all time to the employer and the carriers. All approved changes shall be posted by the supervisor.

ITEM 11: DETERMINATION OF THE DATE AND MEANS FOR NOTIFYING EMPLOYEES OF THE BEGINNING OF THE NEW LEAVE YEAR.

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.

Carriers will be allowed to sign up for as many weeks as they expect to earn.

ITEM 12: THE PROCEDURE FOR SUBMISSION OF APPLICATIONS FOR ANNUAL LEAVE DURING OTHER THAN THE CHOICE VACATION PERIOD.

Carriers failing to make leave selections, in accordance with Item#7 must submit PS Form 3971 in advance. Carriers requesting annual leave must submit PS Form 3971 at least seven (7) days in advance of the leave date, or as soon as possible in cases involving personal emergency. Managements shall reply, indicating approval or disapproval, no later than the Wednesday prior to the affected work week, or as soon as possible in cases involving personal emergency.

In cases where a letter carrier applies for a full week that is open on the vacation roster and it can be determined that he/she will have sufficient leave accrued: management will award that week to the applicant. Applications for full weeks, will have precedent over applications for less than a full week, unless the open (under 13%) calendar week is less than six weeks prior to the application. Competing applications for full week will be awarded on a first come, first served basis.

If a letter carrier applies for leave in less than a full week increments for a week that is open on the vacation roster and it can be determined that he/she will have sufficient leave accrued; management will authorize and schedule the leave application no more than six weeks prior to the date(s) applied for. In cases of competing applications for less than full week increments management shall award the leave on a first come, first serve basis.

ITEM 13: THE METHOD OF SELECTING EMPLOYEES TO WORK ON A HOLIDAY

- A Part-time flexible
- B Volunteers to work from those carriers entitled to holiday or designated holiday pay, by seniority
- C Carrier Career Assistant's (CCA'S)
- D Volunteers whose scheduled day off would call for overtime pay, by seniority
- E Full time regulars who do not volunteer on what would be otherwise their non-scheduled day, by inverse seniority
- F 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 list shall be maintained in accordance with Article 8, Section 5, or the National Agreement.

The overtime desired list shall be by Section. A section shall be defined as the West Jordan Post Office.

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 ADVERSLY AFFECTED.

ITEM 17: THE IDENTIFICATION OF ASSIGNMENTS THAT ARE TO BE CONSIDERED LIGHT DUTY WITHIN EACH CRAFT IN THE OFFICE.

A. Local implementation of temporary light duty assignments:

- 1- No specific light duty assignments will be reserved for ill or injured employees. The Postmaster will make every effort to grant valid requests
- 2- Based on the employee’s medical limitations, preference will be given to work available within the carrier craft and at the employee’s own unit. The following shall be considered possible light duty assignments:
 - a. Casing carrier’s own route and subsequent routes assigned
 - b. Labeling cases
 - c. Rewriting and repairing carrier route books
 - d. Performing services on auxiliary routes which the ill or injured employee may be able to perform.
 - e. Normal carrier duties which the ill or injured carrier may be able to perform.
 - f. Other productive functions that would be within the scope of the carrier’s medical limitation’s which could include DPS activities
 - g. Assignment to another station within the carrier craft.

LOCAL IMPLEMENTATION OF PERMANANT LIGHT DUTY

1. For the purpose of adjudicating permanent light duty assignments, the Postmaster will confer with the manager and shop steward. The requesting carrier, at his/her option, may attend such meetings for the purpose of presenting his/her case. The Postmaster will make the final determination of the reassignment of the requesting carrier, based on the recommendations of all parties and the needs of the service.
2. A letter carrier’s own route may be tailored to fit the disability of the carriers requiring permanent light duty when it is determined that he/she can satisfactorily perform on this

same type of route without adversely affecting the production of the assignment. If the physical condition of the light duty applicant requires a change in the type of carrier assignment, the following steps shall be taken.

- A) Mutual exchange with a carrier having the required type of route and only with the full consent of such carrier and Branch 111.
 - B) Approved applications for light duty requiring change in type of assignment may be placed on auxiliary routes of the type required until such time as a regular position becomes available.
3. Applications will be reviewed on an individual basis to determine the type of postal work the applicant can be expected to perform without menace to his/her health or aggravation to his/her injury or physical well-being.
 4. If an employee is found to be sufficiently recovered so that he/she can perform all the duties required of a postal carrier, such duties as were eliminated from his/her position will be restored to his/her route. The employee will be allowed to bid on other positions on the regular manner without submitting further evidence, if he/ she so desires.
 5. A carrier having qualified for permanent light duty and having had his/her route tailored to his/her disability shall not bid off that assignment without prior approval of the Postmaster. Such approval will be based on medical documentation attesting to the carrier's ability to perform the functions. The President of Branch 111 will be notified of any such approvals.

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 of Installation, for the purpose of this assignment, shall be the West Jordan 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.

ITEM 19: THE ASSIGNMENT OF EMPLOYEE PARKING SPACES

Parking space will be made available as follows:

1. Postal Vehicles
2. Contract vehicles.

Parking shall be on a first come, first serve basis.

ITEM 20: THE DETERMINATION WHETHER ANNUAL LEAVE TO ATTEND UNION ACTIVITIES REQUESTED PRIOR TO DETERMINATION OF THE CHOICE VACATION SCHEDULE IS TO BE PART OF THE TOTAL CHOICE VACATION PLAN

Annual leave to attend Union activities other than State and the National Convention of less than five days will not be part of the total choice vacation period.

ITEM 21: THOSE OTHER ITEMS WHICH ARE SUBJECT TO LOCAL NEGOTIATIONS AS PROVIDED IN THE CRAFT PROVISION OF THIS AGREEMENT.

A. LABOR/MANAGEMENT (REPRESENTATION)

The "OPEN DOOR POLICY" shall be instituted. Either party (management or union) may request a meeting by mutual agreement. Agenda items will be submitted when necessary. Union representatives shall be authorized one (1) hour on the clock.

Stewards and supervisors shall cooperate to the fullest extent in furthering the good of the service and employee's welfare in keeping employees currently informed of major changes in policy and/or procedures.

Prior to the Christmas operation, representatives of Branch 111 and management shall meet for the purpose of consulting on policies and procedures to be established for the local Christmas operation.

B. BULLETIN BOARDS

Management shall provide two (2) bulletin boards for the posting of information for employees. One board shall be provided for the workroom floor and one for the swing room. A portion of each board shall be set aside for current bulletins.

C UNIFORMS

The schedule for wearing the summer and winter uniforms shall be determined by weather conditions as agreed upon by management and the union.

ITEM 22: LOCAL IMPLEMENTATION OF THIS AGREEMENT RELATING TO SENIORITY, REASSIGNMENTS AND POSTING.

A. POSTING

1. Bidding for a vacant assignment's will be restricted to the letter carriers of the West Jordan Post Office in which the vacancy occurs, with seniority as the determining factor.
2. All full-time carrier assignments, including T6 assignments, shall be posted for ten (10) calendar days.

3. A locked and secured bid box shall be provided for letter carriers to place their bids. The box is to remain locked until the final day posting. The award will be posted as soon as possible after the final day of posting.

B. ARTICLE 41; SPECIAL ITEMS SUBJECT TO LOCAL NEGOTIATIONS

Article 41, Section 1.A.5 Letter carrier routes 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/rotating non work days shall be installation wide.

Article 41, Section 1.C.4 the successful bidder shall work the duty assignment as posted. Unanticipated circumstances may require a temporary change in assignment.

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) those route(s) or full-time duty assignment(s) was abolished shall be posted for bid in accordance with the posting.

C. OPTING SPECIFICATIONS

Opting procedures will be conducted as per provision written in the publication, "Working Together" for the Western Area (Publication date: July 1, 1993)

D. TELEPHONES AND FAX MACHINES

It is recognized that official telephones and fax machines are for postal business. Union officials will be permitted to use official telephones and fax machines for the purpose of conducting union business related to the administration of the National Agreement. Any long distance telephone calls or fax machine transmissions made by union officials will be at no additional cost to the Postal Service.

E. ROUTE INSPECTIONS AND ADJUSTMENTS

All route inspections and adjustments, with the exception of minor adjustments, will utilize the "Route Inspection/Adjustment Co-Leader" Salt Lake District/NALC agreement.

F. T-6 REASSIGNMENT

A letter carrier working a T6 assignment will not be taken off his/her assignment on a regular scheduled day without the carrier's explicit consent.

DURATION OF LOCAL MEMORANDUM

This Local Memorandum shall continue in force and effect from the day it is signed until renegotiated locally.

In witness whereof:

M. Jeff Nelson DATE
Designated Agent for NALC
President, Branch 111

Brenda Ryans Date
Postmaster
West Jordan, Utah

Jayne O Hogan DATE
Steward
West Jordan, Branch 111

Michele Inman Date
Supervisor
West Jordan, Utah

April Pettley DATE
Steward ,
West Jordan Branch 111