

MEMORANDUM OF
UNDERSTANDING

between

PARK CITY POST OFFICE

AND

SALT LAKE CITY AREA LOCAL #6
AMERICAN POSTAL WORKERS UNION

APWU

Supplement to 2010-2015 National Agreement

Booklets
Proudly Prepared
By Members
Of The
Salt Lake City Area Local 6



PARK CITY POST OFFICE
LOCAL MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING is entered into on September 28, 2011, between the representatives of the U.S. Postal Service, Park City Post Office and the designated agent of the Union signatory to the National Agreement, American Postal Workers Union, AFL-CIO pursuant to the Local Implementation Provision of the 2000 National Agreement. This MEMORANDUM OF UNDERSTANDING constitutes the entire agreement on matters relating to local conditions of employment.

Note: (Any reference to Articles in the National Agreement pertain to the 2010-2015 agreement.)

LOCAL MEMORANDUM OF UNDERSTANDING

1. ADDITIONAL OR LONGER WASH-UP PERIODS.
 - A. A five-minute wash-up will be allowed before lunch and end of tour.

2. THE ESTABLISHMENT OF A REGULAR WORK WEEK OF FIVE DAYS WITH ROTATING OR FIXED DAYS OFF.
 - A. Fixed days off.

3. GUIDELINES FOR CURTAILMENT OR TERMINATION OF POSTAL OPERATIONS TO CONFORM TO ORDERS OF LOCAL AUTHORITIES OR AS LOCAL CONDITIONS

WARRANT BECAUSE OF EMERGENCY CONDITIONS.

- A. The decision for curtailment or termination of Postal Operations to conform to the orders of local authorities or as local conditions warrant because of emergency conditions shall be made by the installation head. When the decision has been reached to curtail Postal Operations, to the extent possible, management will notify and seek the cooperation of local radio and television stations to inform employees of the procedures to be followed. Management will notify local union officials as soon as possible.

4. FORMULATION OF LOCAL LEAVE PROGRAM.

- A. An employee that is signed up for annual leave in excess of what they have as a current balance will be required to forfeit the excess leave that is signed up for. The employee will make the choice of what time to give up.
- B. Selection of vacation will be done between November 1st and December 31st of each year.
- C. The employer shall, no later than November 1, publicize on bulletin boards and by other 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.

5. THE DURATION OF THE CHOICE VACATION PERIOD.

- A. The choice vacation period will be from March 1st to the end of November.
 - B. January, February and December may be signed for in the passing of the vacation roster for choice time. By mutual agreement between the Union and Management, vacation selections in December will be limited to one employee off per week. A choice in December will count as one turn in the passing of the vacation roster.
6. THE DETERMINATION OF THE BEGINNING OF THE DAY OF AN EMPLOYEE VACATION.
- A. The leave week will be from Monday through Sunday.
7. WHETHER EMPLOYEES AT THEIR OPTION MAY REQUEST TWO SELECTIONS DURING THE CHOICE VACATION PERIOD, IN UNITS OF EITHER FIVE (5) OR TEN (10) DAYS.
- A. Employees will sign up for leave based on the National Agreement Article 10, Section 3D. Any one selection must be continuous. A maximum of five (5) weeks per employee may be signed for during the Choice Vacation Period.
8. WHETHER JURY DUTY AND ATTENDANCE AT NATIONAL OR STATE CONVENTIONS SHALL BE CHARGED TO THE CHOICE VACATION PERIOD.

- A. Jury duty and attendance as a delegate at National or State conventions shall not be charged to the employees choice vacation period.
9. DETERMINATION OF THE MAXIMUM NUMBER OF EMPLOYEES WHO SHALL RECEIVE LEAVE EACH WEEK DURING THE CHOICE VACATION PERIOD.
- A. The maximum number of employees on leave during choice vacation period will be 13% rounded to the nearest whole number. During the months of January and February the maximum number of employees off on leave shall be 1 less than the maximum allowed off during choice vacation period.
 - B. Incidental leave will be leave requested above the maximum number of employees allowed off per week, during the leave year.
10. THE ISSUANCE OF OFFICIAL NOTICES TO EACH EMPLOYEE OF THE VACATION SCHEDULE APPROVED FOR SUCH EMPLOYEE.
- A. In November, each employee will be provided a form for electing vacation during the signup period. A specified due date will be designated with the forms. The employee must turn in the forms by the due date. The steward, or a person designated by the local President of the APWU, will prepare the vacation roster from the forms and resolve any problems. This will be done by December 31st. Form 3971 must be submitted no

later than the Tuesday prior to the service week in which the leave is requested, Monday if the week includes a holiday.

11. WHEN SCHEDULED LEAVE MAY BE CANCELED.

- A. Scheduled annual leave may be canceled no later than the Tuesday prior to the service week in which leave is scheduled, Monday if the week includes a holiday.

12. THE PROCEDURES FOR SUBMISSION FOR APPLICATIONS FOR INCIDENTAL LEAVE.

- A. Whenever possible, as long as there is sufficient staffing, additional employees may be allowed to use annual leave on a first come, first served basis and will be approved or disapproved at the discretion of the immediate supervisor. This will be recognized as an employee convenience and will not be precedent setting.
- B. Requests for incidental annual leave will be submitted on duplicate PS Form 3971 no later than Tuesday prior to the service week in which the annual is desired, Monday if the week includes a holiday. Approval or denial of the request for incidental annual leave will be given no later than Wednesday proceeding the service week for which the annual has been requested.

13. THE METHOD OF SELECTING EMPLOYEES TO WORK ON A HOLIDAY.

- A. The following pecking order will be followed on holiday scheduling. The selection process will utilize volunteers by seniority, and non-volunteers by juniority.
1. All regular employees who possess the necessary skills and have volunteered to work on the holiday or their designated holiday.
 2. Postal Support Employees (PSE)
 3. Regular volunteer employees whose scheduled non-work day falls on the holiday and possess the necessary skills, even though the payment of overtime is required, by seniority.
 4. Regular non-volunteer employees whose scheduled non-work day falls on the holiday and possess the necessary skills, even though the payment of overtime is required, by juniority.
 5. Regular employees who have not volunteered to work their holiday by juniority.

14. WHETHER "OVERTIME DESIRED" LISTS IN ARTICLE 8 SHALL BE BY SECTION AND/OR TOUR.

- A. Each separate facility will post its own Overtime Desired List specific to that facility.

- B. During the quarter, every effort will be made to distribute equitably the opportunities for overtime among those on the list.
- C. Overtime hours and opportunities can be viewed by any employee or steward at any time.
- D. PSE employees converted to regular employees will be given the opportunity to sign the OTDL within their assigned facility within 7 days of conversion.

15. THE NUMBER OF LIGHT DUTY ASSIGNMENTS WITHIN EACH CRAFT OR OCCUPATIONAL GROUP TO BE RESERVED FOR TEMPORARY OR PERMANENT LIGHT DUTY ASSIGNMENT.

- A. Whenever there is an assignment of an employee to light duty, such assignment will be consistent with the physical limitations of the employee.
- B. Every effort will be made to assign the employee to duties within their physical limitations, in the same tour, and whenever possible, the assignment will have the same days off as the employee's original schedule.
- C. It is agreed that management will consult with the steward prior to making a decision concerning each individual request for assignment of an ill or injured employee to light duty.

16. THE METHOD USED IN RESERVING LIGHT DUTY ASSIGNMENTS WILL BE DONE SO THAT REGULAR MEMBERS OF THE WORK FORCE WILL NOT BE ADVERSELY AFFECTED.

17. THE IDENTIFICATION OF ASSIGNMENTS THAT ARE TO BE CONSIDERED LIGHT DUTY WITHIN EACH CRAFT REPRESENTED IN THE OFFICE. (SEE ITEM 15)

18. THE IDENTIFICATION OF ASSIGNMENTS COMPRISING A SECTION, WHEN IT IS PROPOSED TO REASSIGN WITHIN AN INSTALLATION EMPLOYEES EXCEEDED TO THE NEEDS OF A SECTION.

- A. For purposes of applying Article 12 of the National Agreement, the entire installation shall be considered a section.

19. MAINTENANCE CRAFT.

- A. The Maintenance Craft shall be one section for the purposes of leave and excessing.
- B. Overtime assignments will be made in accordance with Article 8, Section 5, and Article 38, Section 7.B of the National Agreement by section.
- C. Sign-up for individual choice vacation period shall be done by section and shall follow the guidelines established earlier in this Memorandum of Understanding.
- D. No less than one (1) employee shall be allowed annual leave, if the rounding results in zero (0).
- E. Reassignments shall be in accordance with Article 38, Section 3.K of the National Agreement.

20. THE ASSIGNMENT OF EMPLOYEE PARKING SPACES.

A. Parking spaces in excess of USPS needs will be available on a first come first served basis.

21. THE DETERMINATION AS TO WHETHER ANNUAL LEAVE TO ATTEND UNION ACTIVITIES REQUESTED PRIOR TO DETERMINATION OF THE CHOICE VACATION SCHEDULES IS TO BE PART OF THE TOTAL CHOICE VACATION PLAN.

A. Not to be charged to choice vacation plan.

22. THOSE OTHER ITEMS WHICH ARE SUBJECT TO LOCAL NEGOTIATIONS AS PROVIDED IN THE CRAFT PROVISIONS OF THE AGREEMENT.

A. Major changes in assignment descriptions shall include:

1. A change of more than one hour from the time stated in the original bid.
2. Any change which makes the duty assignment substantially different from the job which the holder of the assignment bid. The determination as to whether the proposed changes should be considered as "Major" will be the subject of discussion and agreement between Management and the Union steward. Such major changes shall be considered as abolishment of the previous assignment and establishment of a new position, unless the bid holder agrees to accept the change and has


been the incumbent in the position for a period of one year or greater.

SUPPLEMENTAL AGREEMENT EMPLOYEE RIGHTS.


The Union and Management agree that every employee of the Postal Service is entitled to be treated with dignity and respect, and they will make every effort to achieve this goal. Further, if it is necessary to take corrective action with an employee, such action will not be undertaken in a manner that would embarrass the employee in front of other employees.

IN WITNESS WHEREOF:

For the U.S. Postal Service, Park City Office

 9/28/2011
Ronda Donica, Postmaster, Park City, Utah Date

For the American Postal Workers Union, AFL-CIO

 9/28/11
Charles H Cash, President Date
Salt Lake City Area Local 6

