

**MEMORANDUM
OF
UNDERSTANDING**

Between

**SALT LAKE CITY
REMOTE ENCODING CENTER
UNITED STATES POSTAL
SERVICE**

And

**SALT LAKE CITY AREA LOCAL 6
AMERICAN POSTAL WORKERS
UNION
AFL-CIO**

Supplement to the 2010-2015 National Agreement

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ARTICLE 1

UNION RECOGNITION

Parties to the agreement

1. This basic Local Memorandum of Understanding, entered into to supplement the nationally negotiated agreement, represents and constitutes an agreement between the Salt Lake Remote Encoding Center and the following organization of employees of the Salt Lake City, Utah Postal Remote Encoding Center identified as the AMERICAN POSTAL WORKERS UNION SALT LAKE CITY AREA LOCAL #6 representing the:

Clerk Craft

Maintenance Craft

Motor Vehicle Services Craft

for the purpose of collective bargaining with respect to local personnel policies and practices and working conditions. The parties agree that the language in this Local Memorandum of Understanding applies to all crafts designated above unless specific language to the contrary is contained in the individual Craft Articles of this agreement.

2. This agreement has no force or effect with respect to employees in crafts not represented by the Organization party to this agreement.

ARTICLE 8

WORK SCHEDULES

Establishment of a regular work week.

1. The establishment of a regular work week of five days with either fixed or rotating days off.
2. Regular work weeks for full-time regular employees shall be established with fixed off days in accordance with Article 8 of the National Agreement. As far as practicable the five days shall be consecutive days within the service week.

3. The regular work week for Full-Time Flexible employees will adhere to Article 8 and the MOU "RE: Career Employees in Remote Encoding Centers" found in the National Agreement.

ARTICLE 8 WASH UP TIME

Wash Up Time

1. Employees represented by the APWU shall be granted such time as is reasonable and necessary for washing up after performing dirty work or working with toxic materials.

ARTICLE 8 OVERTIME DESIRED LISTS

1. Overtime desired lists for clerical employees will be administered by tour.
2. Full-Time Flexibles will sign a separate overtime desired list. They will work overtime based on the tour they are assigned when the overtime call is made consistent with the Article 8 overtime assignment provisions.
3. Overtime desired lists for maintenance employees will be administered by occupational group, level, and tour.
4. Those Postal Support Employees (PSE) who are newly converted to full-time employees may sign the appropriate overtime desired list within 14-days of their conversion date.

ARTICLE 10 LEAVE

- A. Formulation of local leave program.
 1. Choice vacation periods will be granted on a seniority basis as follows:
 - a. Clerk craft employees by tour.

1. For vacation roster purposes, FTF employees will be assigned to a base tour. To determine which tour they will be assigned, management will count the number of scheduled begin tours from the first full week in the prior March through the last work week that starts in the prior May. The tour in which the employee had the most begin tours is the tour they will be assigned.

- b. Maintenance craft employees by occupational group.

2. When notified of approval of leave choice(s), each employee will submit Form 3971 in duplicate indicating that approved choice to his/her supervisor.
3. All advance commitments for granting leave must be honored except in serious emergency situations.
4. Care shall be exercised to ensure that no employees are required to forfeit any part of their annual leave.

B. Duration of the Choice Vacation Period

The duration of the Choice Vacation Period shall be January 1st through November 30th of each year.

C. Determination of the beginning day of an employee's vacation period.

The beginning day of the employee's choice vacation period shall be the first day of the employee's basic workweek. Exceptions may be granted on an individual basis by agreement among the employee, the union representative and the employer.

D. Selections during the Choice Vacation Period, in units of either 5 or 10 days.

Employees may, at their option, request one selection during the Choice Vacation Period of up to ten (10) days continuous annual leave for those employees who earn thirteen (13) days annual per year, or up to fifteen (15) days continuous annual leave for those employees who earn twenty (20) or twenty-six (26) days annual leave per year.

Employees may, at their option, request two selections during the choice vacation period in units of 5 or 10 days; the total not to exceed the limitations of the National Agreement. Employees may request their second selection only after all employees on the roster have made their first selection, and provided the total number off on annual leave does not exceed the authorized number.

Exception to any of the above procedures may be granted by management, the union representative, and the employee agreeing under special instances.

- E. Jury duty and attendance at national or state conventions.
 - 1. Military leave, jury duty, and attendance at a national or state union convention by a duly elected delegate will not be charged to the vacation period.
- F. Determination of the maximum number of employees who shall receive leave each week during the choice vacation period.

A maximum of five (5) percent of the career employees as outlined below will be granted leave during each week in the months of January and February. A maximum of fourteen (14) percent of the career employees outlined below will be granted during the weeks of the federally observed holidays of Memorial Day, Independence Day, Labor Day, and Thanksgiving Day. A maximum of ten (10) percent of the career employees as

outlined below will be granted leave during each week of the remaining months of the Choice Vacation Period. When applying the percentage requirements, any fraction .50 or more will be rounded to the next higher number. Any fraction less than .50 will be rounded to the next lower number. The percentages will be applied to clerk craft employees by tour and to maintenance craft employees by occupational group.

- G. Issuance of official notices to each employee of the vacation schedule approved for such employee.
1. Each supervisor is responsible for assuring that the annual leave granted within the section is governed by service requirements to the effect that adequate personnel coverage is maintained at all times.
 2. Each supervisor shall be responsible that the annual leave program in the section or tour is in accordance with this agreement.
 3. The supervisor of each section or tour is responsible for assuring that the annual leave sign-ups be completed by December 31st.
 4. The supervisor of each section or tour shall be responsible for sign-up forms to be prepared and available for the steward by October 31.
 5. The shop steward, under the direction of the supervisor in each section and tour, shall pass the vacation roster around among the employees for signing for vacation periods. The steward shall be on the clock while passing the vacation roster.
- H. Date and means of notifying employees of the beginning of the new leave year.

1. Notification of the date of the beginning of the new leave year shall be posted on all bulletin boards by November 1.
- I. Annual leave selections for those remaining applications for annual leave during other than the Choice Vacation Period.
1. Annual leave selections for those remaining weeks of the Choice Vacation Period after the initial vacation selection period has been completed will be available to employees on a first come, first served basis after January 15 of each calendar year. Forms 3971 received on the same tour of duty for the same period will be awarded by seniority. Leave will be approved up to the percentage of employees allowed off (see Article 10 Section F). Subject to the following conditions:
 - a. Employees must submit Form 3971 to their immediate supervisor no later than the Tuesday prior to the service week in which the annual leave is requested. In the event the requested leave falls during a Holiday week, the employee must submit Form 3971 to their immediate supervisor no later than Monday prior to the service week in which the annual leave is requested.
 - b. Annual leave requests must be in increments of eight (8) hours or more.
 - c. Employees who wish to cancel pre-approved annual

leave must notify management ten (10) days in advance of such leave starting. Should the employee fail to do this, approval of such cancellation must be due to an emergency or some other justifiable reason. Should an employee cancel leave, Management shall allow another employee to take leave during the same period, so long as such request is made by the Tuesday prior to the service week in which the requested leave would begin or by Monday prior to the service week if the requested leave would begin during a Holiday week.

- d. An employee desiring to return early from pre-scheduled annual leave may contact the REC and seek approval to return no later than 24 hours prior to the employee's desired return. The decision to allow the employee to return will be at the discretion of REC management.
- e. Management will make every effort to allow as many APWU members as possible off for the "Annual APWU Steak Fry".

J. MAINTENANCE CRAFT ONLY

1. Employees attending Postal training for the Postal Service shall not be the sole cause for denial of application of annual leave under these terms.

K. SUBMISSION FOR SHORT TERM ANNUAL LEAVE

1. Requests for incidental annual leave will be submitted on PS Form 3971 no earlier than sixty (60) days in advance and no later than the Tuesday prior to the service week in which the annual leave is requested, except as outline in Paragraph 4 below. Except as provided in Paragraphs 2, 3, and 4 below, approval or denial of the request for annual leave will be given no later than the Wednesday preceding the service week for which the leave is requested.
2. When eight (8) hours or less of annual leave is requested for use within seven (7) days, and the Form 3971 is submitted to the employee's immediate supervisor within the first two (2) hours of duty, Management will render a decision within that tour of duty.
3. When eight (8) hours or more of annual leave is requested for use within thirty (30) days, and the Form 3971 is submitted to the employee's immediate supervisor within the first two (2) hours of duty, Management will render a decision within two (2) working days.
4. Those requests for same day annual leave submitted within the first hour of duty will be acted upon no later than four (4) hours after the tour of duty commences.

L. ANNUAL LEAVE TO ATTEND UNION ACTIVITIES

1. Attendance at a national or state union convention by a duly elected delegate will not be charged to the vacation period.
2. Union officials and stewards shall be allowed leave to attend local union meetings, executive board meetings and seminars conducted by the union.
3. Such leave will not be a part of the choice vacation period provided the request is submitted three (3) working days in advance of the meeting and with approval of the immediate supervisor.
4. Those other items which are subject to local implementation as provided in the craft provisions of this agreement.

ARTICLE 11 HOLIDAYS

The method of selecting employees to work on a Holiday.

1. Holiday assignments will be made in accordance with Article 11, Section 6, of the 2010 National Agreement.
2. The following pecking order will be followed on holiday scheduling. The selection process will utilize volunteers by seniority and non-volunteers by juniority.
 - A. Full-Time volunteers on their designated holiday.
 - B. Postal Support Employees (PSE)
 - C. Full-Time volunteers on overtime.
 - D. Full-Time non-volunteers on their designated holiday.
 - E. Full-Time non-volunteers on overtime.

ARTICLE 12 REASSIGNMENTS

1. The identification of assignments comprising a section, when it is proposed to reassign within an installation employees excess to the needs of a section.
2. For purposes of this item, the Salt Lake City Remote Encoding Center shall be considered a section.

ARTICLE 13

ASSIGNMENT OF ILL OR INJURED EMPLOYEES

Light Duty.

1. Remote Encoding Center management will comply with the provisions of Article 13 of the National Agreement regarding light duty assignments.
2. Remote Encoding Center management shall show the greatest consideration for full-time regular or part-time flexible employees requiring light duty or other assignments, giving each request careful considerations.

ARTICLE 14

SAFETY AND HEALTH

1. A Local Safety and Health Committee will be established and will operate under auspices of Article 14, Section 4 through 8 of the National Agreement.

ARTICLE 20

PARKING

Assignment of employee parking spaces.

1. Parking space shall be made available to employees on an equitable basis as parking spaces become available.
2. Prior to making assignments or changes of employee parking, the APWU representative will be consulted.

3. Employee parking spaces available at all units will be used on a first come, first service basis, except for designated otherwise, e.g. handicap, official, etc.

ARTICLE 22 BULLETIN BOARDS

1. Management at the Remote Encoding Center will provide the APWU with a glass enclosed bulletin board to be placed in the break/lunch room.

ARTICLE 37 CLERK CRAFT

- A. If the starting time of a full-time duty assignment in the clerk craft is changed more than one and one-half (1 ½) hours during the life of the 2010-2015 National Agreement, the incumbent shall have the option of accepting the new reporting time. If the incumbent elects not to accept the new reporting time, the duty assignment will be reposted.
 1. Any proposed changes will be provided in advance to the local union President and be subject to discussion between the REC Manager and local union President.
- B. Seniority, reassignments and posting
 1. Seniority lists (Article 37)
 - A. Seniority lists shall be updated on a quarterly basis. These lists shall be posted at the Salt Lake City Remote Encoding Center. A copy shall be given to the President and the REC Coordinator of the Salt Lake City Area APWU.
 2. Reassignments (Article 12)
 - A. Reassignments within the Salt Lake City Remote Encoding Center will be in accordance with and subject to the basic

principles and requirements of Article 12, *Reassignments*, of the 2010 National Agreement.

- B. The union and management agree to adhere to Article 12, section 4, of the 2010 National Agreement.

3. Posting (Article 12)

- A. The following requirements must be completed for an absentee bid to be recognized:

1. Employee must be absent over one week due to military leave.
2. Employee may file with management an advance bid in writing showing which position(s) he/she desired to be considered for in the event it comes up for bid during the absence.

- B. The following requirements must be completed for those Full-Time employees requesting a copy of an upcoming or currently posted Clerk vacancy report(s), aka Bid Sheet:

1. Employee must be absent over one week due to annual, sick, military, or off-site postal training.
2. Employee must provide a written request to management specifying which bid sheets they wish to receive.
3. If requesting copies via email, it is the responsibility of the requesting employee to provide a valid email address. If the employee requests the copies be sent by mail it is the employee's responsibility to provide a current mailing address.
4. The employee will be responsible for submitting their bid(s) via the

computerized bidding system via telephone or internet. In the event that the employee has a problem submitting a bid or if a bid is not accepted, it will be the employee's responsibility to contact management to help address the situation.

- C. The time an employee spends on a temporary assignment or detail shall not be used as a qualification for a permanent bid.
- D. The successful bidder, once qualified, must be placed in the assignment within 14 days, except in the month of December.

SUPPLEMENTAL AGREEMENT: CURTAILMENT OR TERMINATION OF POSTAL OPERATIONS DUE TO EMERGENCY

1. Termination of postal operations to conform to orders of local authorities or as local conditions warrant because of emergency conditions.
2. Guidelines for the curtailment of termination of postal operations to conform to orders of local authorities or as local conditions warrant because of emergency conditions. After review of the local conditions and orders from local authorities regarding emergency conditions, when the Remote Encoding Center Installation Head issues orders to curtail or terminate postal operations, employees will be notified of the procedures to be followed and management will notify local union officials as soon as possible.
3. To the extent possible, management will notify and seek cooperation of local radio and television stations to inform employees.

SUPPLEMENTAL AGREEMENT: EMPLOYEES' RIGHTS

The Union and Management agree that every employee at the Salt Lake City Remote Encoding Center should be treated with dignity, consideration, respect, and tolerance. The Union and Management will make every effort to achieve this goal.

IN WITNESS WHEREOF:

For the United States Postal Service, Salt Lake Remote Encoding Center

By Jenny Wilson 9/27/2011
Jenny Wilson, Chief Negotiator/MREO(a) Date

For the American Postal Workers Union, AFL-CIO Salt Lake City Area Local 6

By Charlie Cash 9/27/2011
Charlie Cash, President Date





