

MEMORANDUM OF
UNDERSTANDING

between

WEST JORDAN 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



WEST JORDAN POST OFFICE

LOCAL MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into on November 22, 2011, at West Jordan, Utah, between the representatives of the US Postal Service 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 2010-2015 National Agreement. This Memorandum of Understanding constitutes the entire agreement on matters relating to local conditions of employment.

LOCAL MEMORANDUM OF UNDERSTANDING

1. Additional or longer wash-up periods.
 - a. A five (5) minute wash-up will be allowed before lunch and before "E.T."
2. The establishment of a regular work week of five days with rotating or fixed days off.
 - a. The West Jordan Post Office will have fixed days off.
3. Guidelines for the curtailment or termination of Postal operations to conform to orders of local authorities are as local conditions warrant because of emergency conditions.

When Postal authorities issue orders to curtail or terminate Postal operations to conform to orders of local authorities, or as local conditions warrant because of emergency conditions, Postal authorities will notify employees of the procedure to be followed during the curtailment or termination (Reference ELM section 519).

After a thorough review of local authority declarations of emergency conditions, Postal authorities will take prompt action to alleviate or control the danger. In taking his action, Postal authorities will take into consideration the advisement of local civil authorities and the prevailing community response during the emergency situation. Whenever there is a question of

whether the Postal operations should be curtailed, the local APWU president has the right to immediately discuss the situation with the Postmaster (or his designee). Any adverse discussion by the Postmaster shall be the subject of the grievance procedure.

At such time, when an employee is outside the office and management communications to him/her regarding the emergency which may affect his/her well-being cannot be given in a timely manner, it is natural for the employee to determine the proper action to take based upon his/her mature good judgment; when and if such is done, he/she should communicate with management as soon as possible.

4. Formulation of local leave program
 - a. The annual leave program shall be standardized in accordance with Article 10 of the 2010 National Agreement.
 - b. Any employee who is signed up for annual leave in excess to what they have as a current balance will be required to forfeit the excess leave that is signed up for at the time that they do not have sufficient leave to cover. The employee will have the choice as to what excess leave signed up for they desire to forfeit.
 - c. Mutual trades will be allowed in accordance with the numbers as specified in item #9, provided it has been done by noon Wednesday, unless it is a week in which a

- holiday is involved, and then it should be done by Tuesday.
- d. Vacancies existing after the initial passing of the vacation roster shall be open to those employees desiring additional time off. Providing it is submitted the Tuesday prior to the week of the scheduled leave.
 - e. Selection of choice vacation will be from December 1st through December 21st.
5. The duration of the choice vacation period.
- a. For the purpose of this agreement, the choice Vacation Period shall be considered as that time from January 1st to December 31st.
6. The determination of the beginning day of an employee vacation period.
- a. Week to begin Monday and extend 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 may choose one five (5) day period or one ten (10) day period on the first round of selection.
 - b. Employees may choose one five (5) day period or one ten (10) day period on the second round selection.
 - c. Vacancies existing after initial passing of the vacation roster shall be open to those

employees desiring additional time off on a first-come first-served basis.

8. Whether jury duty and attendance at National or State Conventions shall be charged to the choice vacation period.
 - a. Military leave, jury duty, and attendance as a delegate at National or State Conventions shall not be charged to the 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 at any one time will be 13% rounded off to the nearest whole number.

10. The issuance of official notices to each employee of the vacation scheduled approved for such employee.
 - a. The issuance of official notices PS Form 3971 must be turned in Tuesday prior to the posting so it can be listed on a calendar designated for this purpose.

11. Determination of the date and means of notifying employees of the beginning of the new leave year.
 - a. Employees to be notified November 1st of the date that the new leave year begins. Shop Stewards are to be responsible for the leave calendar.

12. The procedures for submission for applications for annual leave.

- a. The employee will submit a PS Form 3971 in triplicate for incidental leave. The employee will give the 3rd copy to the Shop Steward. (See Item #5, Item #9, and Item #10)

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. Please note that 100% premium= Holiday Pay and 150% premium=Overtime Pay.
 - i. Full-Time Volunteers at 100% premium
 - ii. Postal Support Employees (PSE)
 - iii. Volunteers at 150% premium
 - iv. Non-volunteers at 100% premium
 - v. Non-volunteers at 150% premium
- b. Window Clerks will be allowed to wear appropriate attire on Holidays and Halloween.

14. Whether "Overtime Desired" lists in Article 8 shall be by section and or tour.

- a. The "Overtime Desired" list shall be by section, the entire office as one section.
- b. It is mutually agreed when during the quarter the need for overtime arises employees with the necessary skills, having listed their names, will be selected from the list.

- c. During the quarter every effort will be made to equitably distribute the opportunities for overtime among those on the list.
- d. A Postal Support Employee converted to regular status will be given the opportunity to sign the OTDL within 7 days of their 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. It is agreed that management will consult with the Union prior to making a decision concerning each individual request for assignment of an ill or injured employee to light duty. Such assignments will be consistent with physical limitations of the employee based on the recommendations of a physician as specified in the 2010 National Agreement.

Due to the varying nature of injuries or illnesses, the duties assigned as light duty will be determined by consultation with the Union Officials at the time of the each individual request. Every effort will be made to assign the employee to duties within the physical limitations in the same section and tour and whenever possible the assignment will have the same days off as the employee's original schedule.

16. The method to be used in reserving light duty assignments so that no regularly assigned member of the regular workforce will be adversely affected. (SEE ITEM #15)
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 excessed to the needs of a section.
 - a. The entire office is considered one section.
19. The assignment of employee parking spaces.
 - a. There shall be a designated employee parking area. Parking will be on a first-come, first-served basis.
20. The determination as to whether annual leave to attend Union activities requested prior to the determination of the choice vacation schedule is to be part of the total vacation plan.
 - a. Not to be charged to the choice vacation period.
21. Those other items which are subject to local negotiations as provided in the craft provisions of the National Agreement.

- a. Major changes in assignment descriptions shall include:
 - i. A change of more than one hour from the time stated in the original bid or tour and section.
 - ii. Any change which makes the duty assignment substantially different from the job which the holder of the assignment bid. The determination as to whether proposed changes should be considered as "major" will be subject of discussion and agreement between the management and the APWU local President. Such major changes will 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 incumbent in the position for a period of one year or greater from the date of change to the position.
- b. Minor changes in assignment descriptions shall include changes in less important duties, slight changes in scheme assignments, etc. Such changes shall not affect the holder of the assignment.
- c. The successful bidder, once qualified, must be placed in the assignment within 14 days, except in the month of December.

22. Local implementation of this Agreement relating to seniority, reassignments, and posting.

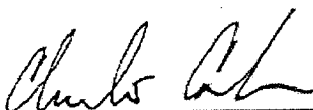
a. Seniority lists are to be posted.

b. Job descriptions are to be posted when up for bid.

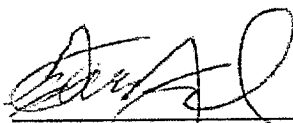
SUPPLEMENTAL AGREEMENT:

EMPLOYEES' RIGHTS

1. The union and Management agree that every employee in the West Jordan Post Office should be treated with dignity, consideration, respect, tolerance and they will make every effort to achieve this goal.
2. When a supervisor finds it necessary to take minor corrective measures, reprimand, or question an employee about his/her actions, this should be done in private and in such a manner that it will not embarrass or humiliate the employee. In particular, such action shall not be undertaken on the workroom floor in the presence of employees.
3. All employees shall be treated equally, allowed the same privileges, be subject to the same rules and regulations regardless of their section, tour, branch, or unit.



Charlie Cash
President



Timothy Youngblood
Postmaster



