# MEMORANDUM OF UNDERSTANDING

between

RIVERTON POST OFFICE (including South Jordan)

AND

SALT LAKE CITY AREA LOCAL #6
AMERICAN POSTAL WORKERS UNION



Supplement to 2010-2015 National Agreement

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



#### RIVERTON POST OFFICE

#### LOCAL MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING is entered into on September 29, 2011, between the representatives of the US Postal Service and the designated agent of the Union signatory to the National Agreement, the American Postal Workers Union, AFL-CIO pursuant to the Local Implementation Provisions of the 2010-2015 National Agreement. This MEMORANDUM OF UNDERSTANDING constitutes the entire agreement on matters relating to local conditions of employment.

- 1. ADDITIONAL OR LONGER WASH-UP PERIODS.
  - Any clerk shall be allowed a reasonable amount of time to wash-up before clocking out for lunch or at the end of tour.
- 2. THE ESTABLISHMENT OF REGULAR WORK WEEK OF FIVE DAYS WITH ROTATING OR FIXED DAYS OFF.
  - a. Fixed days off.
- GUIDELINES FOR THE CURTAILMENT OR TERMINATION OF POSTAL OPERATIONS TO CONFORM TO ORDERS OF LOCAL AUTHORITIES OR AS LOCAL CONDITIONS WARRANT BECAUSE OF EMERGENCY CONDITIONS.
  - a. During times of civil disorders or emergencies in communities, the postmaster or installation head determines whether conditions are such that postal operations are curtailed or terminated, taking into account the needs of the Service, local conditions, and the welfare of postal employees (reference ELM 519). Whenever there is a question of whether the postal operation should be curtailed, the local APWU has the right to discuss the situation with the postmaster or his designee.
- 4. FORMULATION OF A LOCAL LEAVE PROGRAM.
  - a. Any 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 for. The employee will make the choice of what time to give up.
  - b. Selection of vacation will be done between the November 1<sup>st</sup> and December 31<sup>st</sup>.
  - c. The vacation year will be from January 1st through December 31st.
  - d. Vacancies existing after the initial third passing of the vacation roster shall be open to those employees desiring additional weeks off on a first-come first-served basis.
  - e. For purposes of the vacation roster, Riverton Main Office will be one section; South Jordan will be one section.

#### 5. THE DURATION OF THE CHOICE VACATION PERIOD

- a. The choice vacation period will be from January 1<sup>st</sup> to and including the last full week in November.
- Individual days of annual leave during December should be submitted on a PS Form 3971 for the days desired and will be approved whenever possible.

- THE DETERMINATION OF THE BEGINNING OF THE DAY OF AN EMPLOYEE VACATION PERIOD.
  - The leave week will be from Monday through Sunday.
- 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 and will be in increments of 5 or 10 days.
- 8. WHETHER JURY DUTY AND ATTENDANCE AT NATIONAL OR STATE CONVENTIONS SHALL BE CHARGED TO THE CHOICE VACATION PERIOD
  - Jury duty and attendance as a delegate at national or state conventions shall not be charged to the employee's choice vacation period.
- 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 SCHEDULE APPROVED FOR SUCH EMPLOYEE.
  - a. The issuance of official notices PS Form 3971, 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 FO THE NEW LEAVE YEAR.
  - a. Employees will be notified of the new leave year no later than December 1<sup>st</sup> and as soon as possible after management is notified.
- 12. THE PROCEDURES FOR SUBMISSION FOR APPLICATIONS FOR ANNUAL LEAVE DURING OTHER THAN THE CHOICE VACATION PERIOD.
  - Individual days of annual leave throughout the year should be submitted on a PS Form 3971 for the days desired and will be approved whenever possible.

#### 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. Full-Time Volunteers on designated holiday
  - 2. Postal Support Employees (PSE)
  - 3. Full-Time Volunteers on overtime
  - 4. Full-Time non-volunteers on designated holiday.
  - 5. Full-Time non-volunteers on overtime

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

- a. Overtime desired lists will as follows:
  - i. Overtime desired lists will be administered by unit. Units are defined as follows:
    - 1. Riverton Main Office
    - 2. South Jordan Branch
- b. During the quarter, every effort will be made to distribute equitably the opportunities for overtime among those on the list.
- Overtime hours and opportunities can be viewed by any employee or steward at any time.
- d. Any PSE converted to a career full-time employee will be allowed to sign the overtime desired list within 7 days of such conversion.

## 15. THE NUMBER OF LIGHT DUTY ASSIGNMENTS WITHIN EACH CRAFT OR OCCUPATION 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.
- 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 REASSSIGN WITHIN AN INSTALLATION EMPLOYEES EXCESS TO THE NEEDS OF A SECTION.
  - a. For purposes of applying Article 12 of the National Agreement, there will be two (2) sections:
    - i. Riverton Main Office
    - ii. South Jordan Branch
- 19. THE ASSIGNMENT OF EMPLOYEE PARKING SPACES
  - Parking spaces in excess of the USPS needs will be available on a first come first-served basis.
- 20. THE DETERMINATION AS TO 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.
  - 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 AGREEMENT.
  - a. Major changes in assignment descriptions shall include:
    - A change of more than one hour from the time stated in the original bid of 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 the subject of discussion and agreement between management and the APWU president. 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 incumbent in the

position of bid for a period of one year or greater from the date of position.

#### 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. All employees will be treated equally. Further, the parties agree to work together to achieve better working conditions and relationships.

SIGNED AND IMPLEMENTED BY:

Robert Hennefer

Postmaster

Date

Riverton Post Office

Charlie Cash

Date

President

Salt Lake City Area Local 6, APWU







