

MEMORANDUM OF UNDERSTANDING

between

SANDY POST OFFICE

AND

SALT LAKE CITY AREA LOCAL #6

AMERICAN POSTAL WORKERS UNION

APWU

Supplement to 2010-2015 National Agreement

Booklets
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By Members
Of The
Salt Lake City Area Local 6



MEMORANDUM OF
UNDERSTANDING

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THE SANDY POST OFFICE

and

SALT LAKE AREA LOCAL 6
AMERICAN POSTAL WORKERS
UNION

Supplement to the 2010 – 2015
NATIONAL AGREEMENT

SANDY POST OFFICE

This Memorandum of Understanding is entered into on September 30, 2011 at Sandy, Utah between the representatives of the United States Postal Service and the designated agents of the Union signatory to the National Agreement, American Postal Workers Union—Salt Lake City Area Local 6, AFL-CIO, pursuant to the Local Implementation Provision of the National Agreement. This Memorandum of Understanding constitutes the entire agreement on matters relating to local conditions of employment.

Article 1—Union Recognition

- A. This basic Local Memorandum of Understanding is supplement to the nationally negotiated agreement. It represents and constitutes the agreement between all offices of the Sandy, Utah Post Office and the American Postal Workers Union Salt Lake City Area Local 6 representing the:
 - a. Clerk Craft
 - b. Maintenance Craft

For the purpose of collective bargaining with respect to the local personnel policies, practices, and working conditions.

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

Article 7—Employee Classification

- A. When there is to be an official change in the total complement of any tour or craft represented by the APWU, the local Union President shall be notified and given an opportunity for feedback prior to implementing the change.

Article 8—Hours of Work

- A. A list of employee's addresses and telephone numbers will be maintained in each station. Employees will be responsible for keeping this information current. These lists will be maintained under the control of the clerk supervisor and will not be posted on bulletin boards or other visible or

accessible places. These lists shall be treated as confidential material and will be subject to all public laws and contractual obligations by all parties concerned.

Article 8—Work Schedules

- A. Workweek schedules will be established in accordance with Article 8, Section 2 of the National Agreement.
- B. Schedules shall be assigned in each station with the established practice already in effect to be a combination of:
 - i. Rotating Days Off
 - ii. Fixed non-scheduled days off.
 - iii. Any future changes to non-scheduled days from the current rotating and fixed Saturday/Sunday non-scheduled days will be subject to discussion and agreement between Sandy management and the President of the APWU Local subject to this agreement.
- C. For the purposes of this agreement, sections will be determined by pay locations. The Sandy Installation includes the Sandy Main Office, the Alta Canyon Station, and the Sandy City Centre.

Article 8—Overtime Assignments

- A. Overtime assignments will be made in accordance with Article 8, Section 5. "Overtime Desired Lists" will be maintained and posted quarterly in each station in accordance with Article 30, Section B.14. Overtime will be assigned based on skill and availability.
 - a. There shall be three Overtime Desired Lists:
 - i. Sandy Main Office

- ii. Alta Canyon Station
- iii. Sandy City Centre
- b. There shall be three divisions on those lists:
 - i. 2 hour list for those willing to work up to two hours of overtime per day but still desire their days off.
 - ii. 10 hour list for those willing to work up to 10 hours per day.
 - iii. 12 hour list for those willing to work up to 12 hours per day.
- c. The pecking order for issuing overtime for all full-time clerks shall be:
 - i. All full-time clerks on the 2, 10, 12 hour "Overtime Desired List" up to their maximum without using penalty overtime.
 - ii. Full-time clerks on the 12 hour "Overtime Desired List" up to 12 hours.
 - iii. Those not on the OTDL up to 10 hours by juniority.
- B. During the course of any given quarter, a PSE who becomes a newly converted regular employee will be given a period of seven days in which to include his/her name on the OTDL for that quarter.
- C. During the course of any given quarter, an incoming full-time transfer will be given a period of seven days in which to include his/her name on the OTDL for that quarter.

Article 8—Wash Up Time

- A. Article 8, Section 9 provides reasonable wash-up time for those employees who perform dirty work or work with toxic chemicals. Employees represented by the APWU shall be granted such time as is reasonable and necessary.

Article 10—Leave

- A. The annual leave program shall be standardized in accordance with Article 10 of the National Agreement.
- B. The APWU Chief Steward or APWU designate person will be responsible for the vacation roster and sign-ups for each station and will be allowed the necessary time to maintain the roster while on the clock. The designated person will assume the responsibility of collecting the 3971's and submitting them to management each week.
- C. The vacation sign-up period will be in November with the new calendar of each year posted by January 1st.
- D. Vacation weeks will begin on Monday and end on Sunday. Choices will be selected through the chief shop steward or the APWU designee and granted in accordance with Article 10 of the National Agreement. Weeks will be granted based on the number of weeks earned. There will be three rounds of selections with two weeks either together or separate on the first round, two weeks together or separate on the second round, and one week on the third round.
- E. The Choice Vacation period will be defined as the entire leave year.
- F. There will be separate vacations rosters for the two crafts represented by the APWU in the Sandy Post Office.
- G. The vacation roster for clerk craft employees will be divided into two separate rosters and be defined as follows:
 - a. Sandy Main Office and Sandy City Centre
 - b. Alta Canyon Station
- H. The number of employees will be:
 - a. Sandy Main/Sandy City Centre Roster

- i. 2 slots for each month of the year except December.
 - ii. 1 slot during the month of December
 - b. Alta Canyon Station
 - i. 1 slot for the entire leave year— including December.
- I. Incidental leave requests may be submitted 90 days in advance and will be treated on a first-come, first-served basis and must be ball-dated. In the event of two slips for the same time with the same ball-date, leave will be granted to the most-senior person first.
- J. After initial sign-ups are posted, all remaining weeks will be available for those with additional leave balance. Weeks will be filled with incidental leave requests until the maximum number off per week in "H" above is reached. When a name is listed on the posted leave roster by the steward that leave becomes scheduled and is guaranteed unless turned back.
- K. All Leave requests will be handled by the steward or APWU designee in each office.
- L. Whenever possible, as long as there is sufficient staffing, additional employees will be allowed to use incidental leave as far as practicable on first-come, first-served basis and will be approved or disapproved at the discretion of management. The roster being full will not be the sole criteria for denying any incidental leave.
- M. Military leave, jury leave, and attendance at National or State Convention or Local Union meeting as a delegate or steward will not be charged to the vacation roster.
- N. Employees who exhaust their annual leave or do not have sufficient leave for the remaining time scheduled on the roster will have their name removed by the APWU designee after consultation with the employee.

Article 11—Holidays

- A. Holiday assignments will be made in accordance with Article 11, Section 6 of the National Agreement.
- B. The following pecking order will be followed for holiday scheduling. The selection process will utilize volunteers by seniority and non-volunteers by juniority having the necessary skills.
 - i. Volunteers on their designated holiday based on the availability of a full eight (8) hour assignment.
 - ii. Postal Support Employees (PSE)
 - iii. Volunteers on overtime
 - iv. Non-volunteers on their designated holiday
 - v. Non-volunteers on overtime
- C. An employee who states on the holiday list that they do or do not want to work is merely a preference and will be subject to assignment according to "B" above.
- D. Window clerks and those employees who deal with the public will be allowed to wear appropriate costumes or holiday attire on Pioneer Day (July 24th) and on Halloween (October 31st). Management reserves the right to reject inappropriate or suggestive attire on these days.

Article 12—Seniority and Posting

- A. A seniority list of all clerk employees in Sandy will be posted in all stations and will be utilized as necessary for bidding procedures. The entire Sandy Post Office is considered an installation for the purposes of bidding.

- B. Updating and posting of the seniority list will be the responsibility of the APWU Steward or designee after receiving it from management.
- C. Major changes in assignment descriptions which would make reposting of an assignment necessary shall include:
 - a. A change of more than one hour from the time stated in the original bid, unless the incumbent in the duty assignment who has held the bid for the previous 12 months accepts the new time. Exception to this would be an assignment that due to the change in time is now a different tour. That assignment would then follow guidelines of Article 12 of the National Agreement.
 - i. Tour 1 is designated as duties with start times of 7:00 pm until 6:59 am.
 - ii. Tour 2 is designated as duties with start times of 7:00 am until 6:59 pm
 - b. 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 Postmaster and the Union President. Such major changes will be considered an abolishment of the previous assignment and the establishment of a new position which would be posted for bid.
- D. Minor changes in assignment descriptions shall include changes in less important duties and scheme changes. Such changes shall not affect the holder of the assignment.
- E. Once a successful bidder is qualified, they must be placed in their assignment within fourteen (14) days.

Article 13—Assignment of Ill or Injured Employees

- 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 the physical limitations of the employee based on the recommendation of a physician, as specified in the National Agreement.
- B. Every effort will be made to assign the employee to duties within the physical limitations in the same station and tour, and whenever possible, the assignment will have the same days off as the employee's original schedule.
- C. All Positions within the craft can be considered light duty providing the employee has the necessary skills and other career employees are not adversely affected.
- D. Method of placement in Light Duty Assignments;
 - a. Temporary light duty to be provided in order of date of written request and to be assigned in the following order of recourse:
 - i. Modifications of the employee's basic duties within the employee's bid position.
 - ii. Available light duty assignment within the craft on the same tour and in the same facility.
 - iii. Available light duty assignment within the craft other than on the same tour, but in the same facility.
 - iv. Available light duty assignment within the craft other than on the same tour and other than in the same facility.

- b. Employees on light duty will not be excluded from working overtime or holidays as long as the work performed is within the employee's medical restrictions and the doctor has given prior approval to work in excess of 8 hours.

Article 14—Safety and Health

- A. A Safety and Health Committee will be established within the installation in accordance with Article 14, Section 4 of the National Agreement and will include union representatives as members of this committee. Meetings will be held quarterly or more frequently as needed or requested. The implementation of any and all actions or decisions will be the responsibility of this committee.

Article 17—Representation

- A. Whenever deemed necessary and agreed upon by the Union and management, the steward may attend meetings, discussions, and interviews at any Sandy station other than their assigned facility.
- B. The "Open Door Policy" as practiced in the past, wherein either party has the right to a meeting with the other at a reasonable time in order to dispose of matters which warrant consideration shall remain in effect.
- C. When a steward requests time to conduct Union business, this time will be given immediately if possible. If it is not possible then the supervisor will notify the steward at that time when the requested time will be allowed. This time will preferably be on the same day as the request, but if not, it will be allowed by the end of his/her next shift.

Article 20—Parking

- A. Employees working Tour 1 in all facilities shall be provided parking in well-lighted areas and near building entrances. These areas will be utilized on a first-come, first-served basis. This provision insures the safety and security of both the employees and his/her vehicle during the hours of darkness. All other parking will be provided within the fenced confines of postal property for all other employees on a first-come, first-served basis.

Article 38—Maintenance Craft

- A. Overtime assignments for maintenance personnel will be made in accordance with Article 8, Section 5 and with Article 38 of the National Agreement.
- B. All Maintenance personnel will submit all requests for annual leave directly to the clerk supervisor who will award requests on a first-come, first-served basis. If a multiple requests are submitted for the same time period, requests will be awarded on a seniority basis. There may only be one maintenance craft employee off at any given time unless approved by management. Additional requests will be on a first-come, first-served basis. Every attempt will be made by the employee to provide the supervisor with as much notice as possible so that coverage can be scheduled.

SUPPLEMENTAL AGREEMENT: CURTAILMENT OR TERMINATION OF POSTAL OPERATION DUE TO AN EMERGENCY

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

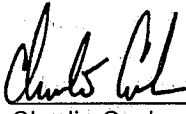
conditions, postal authorities will notify employees of the procedure to be followed during the curtailment or termination (Reference ELM Section 519). After a thorough review of local authority declarations of emergency conditions, postal authorities will take prompt action to alleviate or control the danger. In taking this 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 operation should be curtailed, the Union has the right to immediately discuss the situation with the Postmaster (or their designee). Any adverse discussion by the Postmaster shall be subject to the grievance procedure. At such time, when the employee is outside the office and management communications to them regarding the emergency which may affect their well-being cannot be given them in a timely matter, it is natural for the employee to determine the proper action to take based upon their mature good judgment; when and if such is done, they should communicate with management as soon as possible.

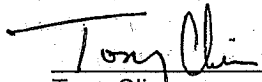
SUPPLEMENTAL AGREEMENT: EMPLOYEES' RIGHT

- A. The Union and Management agree that every employee within the Sandy installation should be treated with dignity, consideration, and respect and that they will make every effort to achieve this goal.
- B. Whenever a supervisor finds it necessary to take a minor corrective measure, reprimand or question an employee about their actions, this shall be done in private in a matter that will not embarrass or humiliate the employee; in particular, such actions shall not be taken on the workroom floor in the presence of other employees.

- C. All employees shall be treated equally, allowed the same privilege, and be subject to the same rules and regulations regardless of their section, tour, or station.

In Witness Whereof:

 9/30/11
Charlie Cash
President
Salt Lake City Area Local 6
APWU, AFL-CIO

 09/30/11
Tony Cline
Postmaster
Sandy Post Office
USPS

