

**LOCAL  
MEMORANDUM  
OF  
UNDERSTANDING  
BETWEEN  
UNITED STATES POSTAL SERVICE  
AND  
NALC BRANCH 791**

**EDMONDS POST OFFICE  
EDMONDS, WASHINGTON 98020/98026**

**REVISED January 2019**

## ARTICLE 8 - HOURS OF WORK

### ***SECTION 1. Work Schedules***

All regular carriers will be on a regular schedule of five (5) days a week with rotating days off.

### ***SECTION 2. Overtime Assignments***

The overtime list shall have two (2) columns indicating work assignment and 12 hour - any assignment, for which the carrier may indicate their preference on one (1) of the columns if they desire to work overtime. Carriers will be able to withdraw at any time, by giving by the end of tour, a one (1) day verbal notice unless previously scheduled to work overtime. Equitable opportunities for overtime will be by stations, regardless of where the overtime was performed. A copy of each list shall be furnished to the local Union on the date of closing of the ODL sign-up.

## ARTICLE 10 - ANNUAL LEAVE

### ***SECTION 1. Vacation Periods and Numbers Off***

A. In the Edmonds Post Office 12% of the **full time career** carrier work force shall be allowed off during each week of the choice vacation period. In those instances where computing the percentage does not result in a whole number, and the fractional result is .3 or higher, the next higher number shall be considered the correct figure. (E.G.) 2.3 and above would

become three (3) employees. The career carrier complement will be determined by the carrier seniority list as of December 1 of each year. There will be a minimum of one carrier off.

At the end of both the first round and second round of vacation selection by Career Carriers, CCA's will be allowed an opportunity, by relative standing, to make vacation selections where there are vacation slots that have not been already been selected. These selections will be contingent upon the CCA having sufficient leave balance at the time the leave is taken.

In each week that a CCA selects leave, one additional leave slot will be added for Career Carriers, this will be limited to one additional slot per week. If a CCA does not have sufficient Annual Leave balance to cover the entire leave period at the time of the leave period, the CCA will be required to vacate that leave slot. Any leave slot vacated by a CCA for any reason once vacated is no longer available for another employee to select.

B. In the Edmonds Post Office 7.75% of the **full time career** carrier work force shall be allowed off during each week outside of the choice vacation period. In those instances where computing the percentage does not result in a whole number, and the fractional result is .3 or higher, the next higher number shall be considered the correct figure. (E.G.) 2.3 and above would become three (3) employees. The career carrier complement will be

determined by the carrier seniority list as of December 1 of each year. There will be a minimum of one carrier off.

In each week that a CCA selects leave, one additional leave slot will be added for Career Carriers, this will be limited to one additional slot per week. If a CCA does not have sufficient Annual Leave balance to cover the entire leave period at the time of the leave period, the CCA will be required to vacate that leave slot. Any leave slot vacated by a CCA for any reason once vacated is no longer available for another employee to select.

Residual leave will be defined as any leave time remaining after the bidding process for the choice vacation period is completed. The leave time remaining includes any leave time in the choice vacation period as well as outside of the choice vacation period.

C. All requests for leave will be made in writing by use of the proper PS Form 3971 in duplicate. All residual leave shall be approved or disapproved in writing within 48 hours of the submission of the request; the hour computation does not include Sundays or holidays.

D. All requests for emergency leave shall be granted in accordance with the Employee & Labor Relations Manual relative to approval for emergency leave.

E. To facilitate planning, the leave week will begin on a Monday and end on a Sunday.

F. The choice vacation period for leave purposes shall begin the first full week of April and continue for a period of twenty-seven (27) weeks plus the weeks described in Article 10 Section 2.A of this agreement.

G. All residual leave will be awarded on a first-come, first-served basis. The date of receipt of PS Form 3971 shall be the determining factor in approving these applications. On applications bearing the same date, seniority shall be the determining factor.

## ***SECTION 2. Formulation of Leave Program***

A. As defined in the National Agreement, the beginning date of the new leave year shall begin with the first day of the first full pay period of the calendar year. To facilitate planning, leave will be granted for the calendar year with the following modifications:

1. One carrier shall be allowed off during the week prior to the week in which December 25th falls.

2. During the week in which December 25th falls through Jan 3 management may allow carriers annual leave: Management shall announce no later than December 7 of each year if and how many may be allowed off.

B. Management will post and keep up-to-date a leave chart, schedule, or calendar, enabling carriers to tell what vacation periods are available.

C. Military leave will not count as part of a carrier's selection for the choice vacation period, but will count against the installation's quota for the choice vacation period.

D. Two carriers (Union Delegates) attending a State Convention and one other Union Function during the choice vacation period will not count against the installation quota during that period and not as a choice vacation period choice. All other carriers attending a National or State convention, or other Union functions during the choice vacation period will count against the installation quota during that period, and not a choice vacation period choice.

E. Letter Carriers on leave when called on jury duty during the choice vacation period shall be eligible for another available period within the choice vacation period.

F. All requests for leave to attend National and State Convention and/or Military leave must be submitted prior to the start of the choice vacation period bidding, or as soon as possible.

G. Carriers who become ill for more than three (3) consecutive days while on leave during the choice vacation period shall be allowed another selection during the choice vacation period (if available).

H. All requests for residual leave will be considered for approval only if the employee has sufficient leave to cover the period requested.

L During the initial choice vacation period bidding, seniority will prevail in the granting of leave.

J. Request for leave outside of the choice vacation period may be submitted no more than twelve (12) months in advance.

***SECTION 3. Annual Leave Bidding Procedure***

A. The annual leave bidding for the choice vacation period of the current leave year will commence the First Work Day in December. The selection schedule will be as follows: (i.e. excluding Sundays and Holidays):

Seniority Number	Work Day
01 - 15 -----	1
16 - 30 -----	2
31 - 45 -----	3
46 - 60 -----	4
61 - 75 -----	5
etc -----	etc

B. During the choice vacation period bidding, the Union shall give all employees at least seven (7) days advance notice of when it is their turn to bid for their vacation, excluding employees on vacation. Employees on leave during this period shall notify the Union in writing of their first and second choice for desired leave prior to beginning their leave during the bidding period.

C. Employees on their non-scheduled work day or leave may make selection(s) by telephone when it is their turn to bid vacation. When this occurs, it shall be required that the first day on which the employee returns to duty, they shall give written confirmation to their supervisor or their selection on a PS Form 3971.

D. During the initial choice vacation period bidding, the designated Union steward (as determined by mutual agreement of both local management and the Union) shall sign up carriers in seniority order beginning with the #1 senior Letter Carrier Craft member. Each carrier will be allowed to view the vacation chart which shall show all periods not bid upon. After review, the employee shall fill out PS form 3971 in duplicate and their name shall be entered on the chart. The first go around will be entered in red ink. All subsequent entries will not be in red ink. After bidding for each day is completed, the vacation charts shall be posted on the carrier bulletin boards to allow preview of available vacation periods.

E. An approved copy of the PS Form 3971 shall be returned to the employee indicating the choice vacation periods approved on the same day the PS form 3971 is submitted.

F. When the seniority bid schedule has advanced beyond a particular employee's bid day for the lack of their bidding, that employee will be afforded the opportunity to bid at any time that they make their wishes known. Bid shall be made available for periods still remaining and the seniority rule will apply only for the remaining available bids. (i.e. The employee's seniority standing will not affect the bids that have already been submitted.)

G. After the choice vacation period bidding is completed, any open weeks on the vacation chart (residual leave) shall be granted to employees upon their request subject to the percent formula for the respective period. Such requests shall be made no later than Tuesday of the week prior to the desired leave week. If such requests exceed the quota off for the period, the disapproved PS Form 3971 shall make the employee next in line at the time that the vacation period becomes available, except as indicated in Article 10 Section 4 of this agreement.



H. The residual leave selection(s) for less than one week may be made no earlier than four (4) weeks preceding the leave week in which the time desired falls.

I. All requests for residual leave must be turned in no later than Tuesday of the week prior to the desired leave week. At the close of business on Tuesday, any leave remaining for the following week shall revert back to management and will then be awarded only at management's discretion.

J. For the choice vacation period bidding, employees who earn 13 days of annual leave (104 hours) per year shall be granted up to ten (10) days continuous leave during the choice vacation period. Employees who earn 20 or 26 days annual leave (160 or 208 hours) shall be granted up to fifteen (15) days of continuous annual leave during the choice vacation period.

K. Letter carriers, at their option, may request one (1) or two (2) selections during the choice vacation period in units of either five (5) or ten (10) days. The two (2) selections will be considered one (1) choice if they opt for this.

L. For any residual leave that is available four (4) weeks before that particular week, shall be available for units of one (1) day or more, on a first-come first-serve basis. Such requests shall be turned in no earlier than four (4) weeks before and no later than Tuesday of the week prior to the leave week in which annual leave is desired. This is the only time when leave requests shall be considered for any time of less than a full week of leave, excluding Military and Union function commitment.

#### ***SECTION 4. Leave Cancellation***

*Leave Cancellation:* Leave may be canceled at any time by using the local Leave Cancellation Notice under the following conditions:

1. Leave cancellations given four (4) weeks prior to the leave week shall be for the entire week (Sunday thru Saturday) of leave.
2. Cancellation of leave for less than one week shall be accepted only during the period of four (4) weeks prior to and up to two (2) weeks prior to the scheduled week of leave.

3. Any cancellation of leave after the two (2) weeks prior to the scheduled leave week will result in the entire weeks' leave being canceled. Exceptions must be approved the management with Union concurrence.

4. **All leave** cancellations shall be posted by the employer within one (1) day's notice of cancellation and will be posted for a minimum of three (3) days.

5. When a vacation period during the choice period is released, only those carriers who did not have the opportunity to select the period released, **because the choice vacation period was entirely filled up in red ink, would be eligible to bid prior to reverting to the top of the Seniority List for bidding.** After Article 10 Section 4 Paragraph 4, the leave in question becomes residual.

6. It is agreed by the parties that each carrier is responsible for managing their own Annual Leave balance. If, because of excessive use of Annual Leave, a carrier has more leave requests than leave balance, that carrier will automatically lose the furthest approved leave week.

#### ARTICLE 11 - HOLIDAYS

Management will select carriers to work on holidays in the following order:

1. Part-Time Flexibles who volunteer to work by seniority.
2. ~~Casuals~~
3. Part-Time Flexibles who did not volunteer to work by inverse seniority.
4. Full-Time regulars who volunteer to work on their holiday, or day designated as a holiday, by seniority.
5. Full-Time regulars who volunteer to work on their non-scheduled day, by seniority.
6. All other non-volunteer regulars by inverse seniority

## ARTICLE 12 - PRINCIPLES OF SENIORITY, REASSIGNMENTS POSTING

It is agreed that the Edmonds Post Office and its stations and branches shall be known as an installation, with the exception of Article 8.2 of this Local Memorandum of Understanding.

## ARTICLE 13 - LIGHT DUTY

The Postmaster shall make every effort to employ carriers in their own installation for light duty assignments. Identification of light duty assignments within installation for carriers shall be any duties not restricted by doctor's limitations and in compliance with Article 13 of the National Agreement.

## ARTICLE 14 - SAFETY AND HEALTH

After a thorough review of local authority declarations, when Postal Authorities declare that an emergency condition exists which endangers the well-being of a Letter Carrier, Management shall take immediate action to alleviate such danger. At such times when a Letter Carrier is outside the office, the Letter Carrier shall communicate with management as soon as possible. Management will then determine the course of action necessary and consistent with the safety and health provisions of the National Agreement.

## ARTICLE 25 - HIGHER LEVEL ASSIGNMENTS

Bidding for temporary or vacant T-6 assignments shall be by installation.

## ARTICLE 41 - LETTER CARRIER CRAFT

### **SECTION 1. Posting**

**A. Letter Carriers applying for an assignment shall use the automated bidding system. In the event of a system failure in the automated bidding system, Letter Carriers** shall use PS Form 1717 and present it to the Supervisor in Charge. In instances where several assignments are posted concurrently, the bidder may bid on all assignments stating his/her preference (i.e. 1st choice, 2nd choice, 3rd choice, etc.)

**B.** It is agreed that the posting of vacant duty assignments shall be for seven (7) days. Management has ten (10) days from the closing of bidding to announce the successful bidder. Management has **fifteen (15)** days from the announcement of the successful bidder to place the successful bidder on the job. This does not apply to the month of December.

**C.** Letter Carriers assignments shall be posted when there is a change of more than one (1) hour, at the carrier's option and with the Union's concurrence.

**D.** Opting for temporary or vacant assignments shall be by installation.

**E.** In the event a regularly assigned carrier voluntarily works on a non-scheduled day, they shall be assigned to their own route, providing the T-6 can be assigned to another assignment on their string, then the regular carrier working on a non-scheduled day shall be assigned where needed. If a regular carrier involuntarily works on a non-scheduled day, they shall be assigned to their own route. The T-6 displaced will be assigned to their own string if possible. A T-6 carrier who works on a non-scheduled day shall be assigned to work on their own string of routes if possible. If no work is available on that string, the T-6 shall be assigned to other carrier duties. T-6 carriers may not be involuntarily displaced from their daily route assignments except by the regular carrier on that route under the provision above. In the administration of this item, being in the Overtime Desired List shall be defined as volunteering to work.

## ***SECTION 2. Opting Procedures***

A. At each station within the Edmonds Post Office, management shall post all temporarily vacant assignments installation wide of an anticipated duration of five (5) days or more by use of an opt sheet on a designated bulletin board.

B. Full-Time reserve, unassigned regular, and **City Carrier Assistant (CCA)** may indicate their preference for such assignments on the opt sheet during the minimum of five (5) days posting.

C. The Carrier Weekly Schedule shall be posted on a designated bulletin board by end of tour Wednesday prior to that week. This will serve as notification to the senior carriers of their successful opting for the temporarily vacant assignments.

D. The above shall not apply where assignments become available with a shorter posting time due to unanticipated circumstances. In such event, management will offer said assignment to available **CCA** carrier by seniority until said assignment is opted according to A and B above.

E. All posted temporarily vacant assignments will begin on a Monday unless Union concurrence is given. All opts will be only for the time frame indicated on the opt sheet in compliance with Article 41.2.B.5 of the National Agreement.

F. It will be agreed that the parties to this agreement will meet to discuss any situations which arise outside the above provisions.

## ***SECTION 3. Miscellaneous Provisions***

When a letter carrier route or full-time duty assignment, other than the letter carrier route(s) or full-time duty assignment(s) of the junior employee(s), is abolished at a delivery unit as a result of, but not limited to, route adjustments, highway, housing projects, all routes and full-time duty assignments at that unit held

by letter carriers **who are junior to the carrier(s)** whose route(s) or full-time duty assignments) was abolished shall be posted for **bid** in accordance with the posting procedures of this Article.

This Memorandum of Understanding is entered into on November 2017 at Edmonds Washington, between the representatives of the United States Postal Service, and the designated agent of the National Association of Letter Carriers, Branch 791, AFL-CIO, pursuant to the Local Implementation Provision of the 2016-2019 National Agreement with the National Association of Letter Carriers, AFL-CIO.

In Witness whereof

/s/ U.S. Postal Service

/s/ National Association  
of Letter Carriers, AFL-CIO

Todd Merriman, Postmaster  
Edmonds Post Office  
Edmonds, WA 98026

Michelle Decker, President  
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Negotiated by and for the parties during October-November 2017.

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