

LOCAL  
MEMORANDUM  
OF  
UNDERSTANDING  
BETWEEN  
U.S.P.S.

AND

BRANCH 791 N.A.L,C,

ARLINGTON POST OFFICE

ARLINGTON, WASHINGTON 98223

REVISED November 2017

## ARTICLE 8 - HOURS OF WORK

Section 1. Each Letter Carrier shall be granted a reasonable of wash time up to 5 minutes prior to leaving for the route, and before end of tour incident to performing dirty work or personal needs.

Section 2. One overtime desired list will be posted for the letter carrier craft, having two (2) columns, one for work assignment, and one for on any assignment.

Section 3. City carrier routes shall have a fixed day off that is included in the bid assignment. Current schedule of non-schedule days shall be maintained. For any future additional city routes, the parties shall negotiate the non-schedule days. If it is determined by operational conditions (i.e. five (5) day per week mail delivery as implemented nationally) all full time carriers will have a fixed day off, negotiated by the parties.

## ARTICLE 10 - ANNUAL LEAVE

### Section 1

- A) Beginning the first full week of December each year the leave sign-up sheet shall be passed around for 2 go arounds by seniority. The first go around carriers may select up to the provisions of Article 10 Section 2 of this LMOU. The second go around will be open to any remaining weeks that are open either within or outside of the choice period. Each carrier will have 48 hours to make his/her selection. Any slots remaining open after the second go around is complete shall be available on a first come first served basis. Management will post the leave chart as soon as the first two rounds have been completed.
- B) Carriers who become ill while on annual leave during the choice period shall be allowed to have another selection during the choice period.
- C) All cancellations of annual leave shall be re-posted as soon as management is notified of the cancellation. The persons name who has canceled the leave will be erased off of the leave chart and a notice placed by the time clock showing the dates that have been canceled. The canceled leave will be awarded on a first come first served basis.
- D) There shall be no exchanges of annual leave unless all carriers senior to either one of the carriers exchanging have had an opportunity to participate in the exchange.
- E) No carrier shall be called into work while on annual leave. However, a carrier indicating his/her availability to work on a non-scheduled day while on leave may do so in accordance with the National Agreement.
- F) Military leave will not count as part of a carrier's selections for the choice period.

### Section 2

The choice vacation period shall run year round.

### Section 3

Letter carriers will start their vacations on a Monday and return to work on Monday following their vacation, unless that Monday is a holiday or a non-scheduled workday, in which case they will return to work on the Tuesday following their vacation.

**Section 4**

Each person may make 2 choices , in the first go around, in the preferred period in increments of 5 or 10 days up to the amounts specified in the National Agreement. . Regular carriers in the second go around, may submit choices up to a total of 15 days. After the regulars have finished their choice selections, City Carrier Assistants (CCA's) may select for choice annual leave. CCA annual leave period will be from January 1 to November 30 of each year. CCA annual leave will follow the National Agreement, article 10, its amendments and this LMOU. CCA Incidental Annual Leave shall follow the provisions of this LMOU, article 10.

**Section 5**

- a) Jury duty and attendance at Union Conventions will not be charged to the choice vacation period, provided service standards can be met..
- b) Attendance at Union Assemblies shall not be charged as a vacation selection. The Union will notify management at the beginning of the leave year or as soon as possible thereafter of the dates needed for Union Assemblies. One eligible delegate shall have priority to those dates, in accordance with Article 24 Sec. 2.B.

**Section 6**

There shall be one carrier allowed off each week of the choice vacation period. Management is encouraged whenever possible to allow more than the agreed upon number of letter carriers off on annual leave. Any leave slots left open after the first two go arounds may be taken in less than full week increments up to the number allowed off.

**Section 7**

Each carrier craft employee will submit, following the final selection of his/her choice in the second round, a form 3971 in duplicate, filling in all applicable items. A copy, signed by the responsible, will be returned to each carrier craft employee within 48 hours.

**Section 8**

No later than November 1' of each year, management will notify all carrier craft employees, via a standup talk and posting on an official bulletin board, of the beginning date of the new leave year.

**Section 9**

Carriers requesting incidental annual leave must submit Form 3971 not less than one working day in advance. Station supervisors will indicate on the Form 3971 the date and time it was submitted. Management will reply by the end of the working day of the day of submission of Form 3971. Daily leave and leave in advance shall be granted on a first-come first served basis.

**ARTICLE II- HOLIDAYS**

Management shall select carriers to work on holidays in the following order.

- (1) All part-time flexibles, even if overtime is required.
- (2) City Carrier Assistant employees
- (3) Full-time regulars who volunteer to work on their holiday or day designated as their holiday-by seniority
- (4) Full-time regulars who volunteer to work on their non-scheduled day-by seniority.
- (5) Full-time regulars who did not volunteer on what would otherwise be their holiday-by inverse seniority.
- (6) All other non-volunteer full-time regulars who would be working on their non-scheduled day-by inverse seniority.

## **ARTICLE 12 - PRINCIPLES OF SENIORITY, REASSIGNMENTS AND POSTING**

It is agreed that the Arlington Post Office and its stations shall be known as an installation.

- 1) Management and Branch 791 agree to establish a standing committee to be composed of equal numbers of representatives of both parties to determine the needs of employees who request light duty assignments. Employee members of such committee shall be designated by the President of Branch 791. In the letter carrier craft, light duty assignments consisting of whatever hours, falls within the physician(s) limits, either temporary or permanent, shall be provided for every full-time carrier who requests one in accordance with ARTICLE 13 of the National Agreement. Management shall employ letter carriers in their own installation for light duty assignments, whenever possible. Management will whenever possible provide part-time flexible employees, on light duty, any work available within their capacity, however, ARTICLE 13 Section C.2 of the National Agreement will prevail when this is not possible.
- 2) The limits of light duty shall be defined by each employee's personal physician at the time light duty is requested, in accordance with ARTICLE 13 Sections B.1 & B.2 of the National Agreement.
- 3) Within the letter carrier craft a light duty assignment may include but not be limited to:
  - a) Casing routes
  - b) Answering phones
  - c) Ordering new case labels
  - d) Updating forward order cards form 3982
  - e) Marking apartment complex boxes or curbside boxes. f) Special deliveries g) Performing services on auxiliary routes
- 4) Identification of Light Duty Assignments - A "light duty" assignment is any assignment within the physical capability of an employee who is temporarily or permanently incapable of performing his or her normal duties as a result of illness or injury.

## **ARTICLE 14 - SAFETY AND HEALTH**

After a thorough review of Local Authority declarations, when Postal authorities declare an emergency condition exists which endangers the well-being of a carrier, they shall take prompt action to alleviate such danger. At such times when the carrier is outside of the office and an emergency exists which may effect his well-being, it is natural for the carrier to determine the proper actions to take based upon his mature good judgment, when and if such is done, he shall communicate with management as soon as possible.

## **ARTICLE 20 - EMPLOYEE PARKING**

Management will strive to provide employee parking. If such time parking facilities become available parking spaces will be provided on a first come first served basis to letter carriers.

## **ARTICLE 41 - LETTER CARRIER CRAFT**

- 1) Notice inviting bids shall be posted on a Installation wide basis.

Article 41 (cont.)

- 2) Letter carrier craft assignments and other assignments to which a letter carrier is entitled to bid shall be posted on the official bulletin board for seven (7) days. Copies of the notice shall be given to the local Union. When an absent employee has so requested, in writing, a copy of any notice inviting bids shall be mailed to the employee. All bids must be submitted by the time and date stated on the Notice inviting bids. When more than one assignment is posted, letter carriers shall have the right to bid on all assignments stating their preference. (i.e. 1st choice, 2nd choice, and 3rd choice). A steward must be present when bids are opened.
- 3) Letter carrier assignments shall be posted when there is a change of more than one (1) hour in starting time. Carrier Technician assignments shall be posted when there is a change of more than one (1) hour in starting time to more than two (2) routes on the string. An exception to this requirement shall be in the incumbent accepts the new reporting time. The employees shop steward shall be notified.
- 4) a.) At each work location, management shall post all temporarily vacant hill-time craft assignments of anticipated duration of five (5) days or more.  
b.) Full-time reserve, unassigned regulars, and part-time flexible letter carriers may indicate their preference for such assignments until twenty-four (24) hours before the schedule is posted.  
c.) Twenty-four hours before the assignment commences, the senior carrier having indicated his/her preference shall be notified that he/she is awarded the assignment.  
d.) The above shall not apply where assignments become available upon less than twenty-four (24) hours notice. In such circumstances, management shall inquire as to the preference of each employee and award the assignment to the senior employee who indicates a preference.  
e.) The same provision as above shall apply to temporary vacancies of anticipated duration of five (5) days or more for higher level vacancies. Except that all level 5 carriers would be eligible.
- 5) 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 adjustment, highways, 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 assignment (s) was abolished shall be posted for bid in accordance with the posting procedures in this Article. (per Article 41.3.0)
- 6) A full-time regular letter carrier called in to work or scheduled to work on his or her day off must be given his or her full-time duty assignment providing the T-6 can be assigned to another assignment on his or her string even if it necessitates replacing a part-time flexible. If the T-6 cannot be assigned to another assignment on his or her string, then the full-time regular working his or her non-scheduled day shall be assigned where needed.

**This Memorandum of Understanding is entered into on November 14, 2017 at Arlington 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 to 2019 National Agreement with the National Association of Letter Carriers, AFL-CIO.**

In witness whereof:

Is/ U.S. Postal Service

Is/ National Association of Letter Carriers

Joe Norris, Postmaster  
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Robert James, President  
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