

MEMORANDUM  
OF  
UNDERSTANDING  
BETWEEN THE  
U. S. P. S  
AND  
BRANCH 791N A. L. C.  
SNOHOMISH POST OFFICE  
SHOHOMISH, WA. 98290  
REVISED November 2017

## ARTICLE 7-EMPLOYEE CLASSIFICATION

The Union will be notified when management intends to hire casuals.

## ARTICLE 8-HOURS OF WORK

Sec. 1 Each Letter Carrier shall be granted up to 5 minutes of wash-up time prior to leaving for the route, and 5 minutes before end of tour, incident to performing dirty work, or persona/ needs.

Sec. 2 In the event a regular assigned carrier is requested to work on his non-scheduled day, he shall be assigned to his own route.

Sec 3. When form 3996 "Carriers Auxiliary Control" is properly executed, the supervisor shall notify the carrier prior to leaving for the street or the end of the normal tour day, whichever is earlier, whether auxiliary assistance or overtime is approved, or whether mail shall be curtailed.

Sec, 4 No employee shall be permitted to perform any duties unless he/she is on official time. No supervisor shall knowingly permit any employee to work off the clock.

Sec. 5 One overtime desired list will be posted for the Letter Carrier craft, having two (2) columns, one for work assignment, and one for work on any assignment.

Sec.. 6 All regular Letter Carriers will be on a rotating day off schedule with work week running from Saturday through Friday. If it 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-LEAVE

### Sec. 1

- a Vacations will be signed for in order of seniority following the provisions of this LMOU
- b. 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 this LM01.1.. The second go around will be open for any remaining weeks either within or outside of the choke period. Each carrier shall have 48 hours to make his/her selection. Any slots remaining open after the second go around is complete shall be on a first come first served basis. Management will post the leave chart as soon as the first two rounds have been completed.
- c. Carriers who become ill while on annual leave during the choice period shall be allowed to have another selection during the choice period.
- d. All cancellations of annual leave shall be reposted as soon as management is notified of the cancellation. The person's 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 by seniority starting with the next junior carrier to the carrier who canceled the leave.
- e. There shall be no exchanges of annual leave unless all carriers senior to

participate in the exchange.

f. 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.

g. Military leave will not count as part of a carrier's selection for the choice period, nor will it count against the branch's quota within or outside of the choice period.

Sec. 2 The choice period will begin on April 1st through November 30<sup>th</sup>.

Sec. 3 Letter carriers, including CCA's, will start their vacation on a Monday

and return on Monday following their vacation.

Sec. 4 Each carrier may make 2 choices, in the first round, in the choice period in increments of 5 or 10 days, up to the amounts specified in the National Agreement. City Carrier Assistants (CCA's) will make selections using relative standing, after the first go around.

Sec.5 Leave to attend Union Assemblies shall be granted and shall not --- count toward the number of Letter Carriers allowed off, either inside or outside of the choice period.

Sec.6 During the choice period, one Letter Carrier shall be allowed off on annual leave. Management is encouraged whenever possible to allow more than the agreed upon number of Letter Carriers off on annual leave.

Sec.7 Each carrier craft employee will submit form 3971 in duplicate, at the time of his/her selection in each round, filling in all applicable items. A copy, signed by the responsible supervisor will be returned to each carrier craft employee within 48 hours.

Sec.8 No later than November 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.

Sec.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 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.

Sec 10 a. Balance of instructions as per National Agreement b. A larger number will be let off in any period when help is available.

Sec 11 During the non-choice period, 10 percent of Letter Carriers, with a minimum of one carrier, shall be allowed off on annual leave. Management is encouraged whenever possible to allow more than the agreed upon number of Letter Carriers off on annual leave.

## ARTICLE 11-HOLIDAYS

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

- 1) All part-time flexibles, even if the payment overtime is required.
- 2) City Carrier Assistants
- 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

- 7) A holiday volunteer sign-up sheet shall be posted no later than 21 calendar days prior to the holiday. The posting shall be for ten (10) calendar days. Additional volunteers may be accepted up to the holiday.

#### ARTICLE 12-RE.ASIGNMENTS

A Section shall be defined as a delivery unit throughout the Snohomish Post Office

#### Article 13-ASSIGNMENT OF ILL OR INJURED

Sec. 1 Branch 791 and management agree to establish a standing committee to be composed of equal number 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. When a Letter Carrier requests an assignment of light duty and is eligible in accordance with the National Agreement the committee shall review the needs of the employee and the availability of work.

When it is not possible to assign an ill or injured employee (as defined in the National Agreement) in the Letter Carrier craft, it is agreed that the installation head will consult with a designated representative of the craft in which reassignment is proposed and the designated representative of the carrier craft, prior to effecting the assignment. The representative of the carrier craft will be the Branch President or his designee.

Sec. 2 Within the carrier craft, in addition to routes, the following may be considered for light duty assignments;

- a) Labeling cases
- b) marking up forwards
- c) performing service on auxiliary routes
- d) rewriting removal books
- e) collections
- f) normal carrier work which the employee may be able to perform

#### ARTICLE 14-SAFETY AND HEALTH

Sec. 1 Carriers will be responsible for tagging vehicles for defects. Management will be responsible for prompt repair of reported defects.

Sec. 2 Carrier will not be required to drive unsafe vehicles. In the event of disagreement as to the condition of a particular vehicle, the craft member of the Safety 8: Health Committee may be called upon to check the vehicle for safety factors.

Sec. 3 Vehicles will be assigned to the same route each day where practical.

Sec. 4 Assignment of vehicles to Letter Carriers will be according to the needs of the route.

Sec. 5 Letter Carriers will not be required to deliver mail where walkways are unsafe, or enter any premises where he sincerely believes he may encounter bodily harm. These situations must be promptly reported to management.

Sec. 6 Letter Carriers will not be required to deliver mail where dogs or other animals interfere with the delivery of mail.

Sec. 7 The names of doctors and medical facilities where a carrier can report in the event of an accident, injury or dog bite, shall be posted in a prominent place in all stations and branches.

Sec. 8 After a thorough review of Local Authority declarations, when Postal authorities

they will 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 on

#### ARTICLE 14.8 (cont.)

his mature good judgment. When and if such is done, he shall communicate with management as soon as possible.

Sec 9 No Letter Carrier shall be required to finger mail while in a hazardous position.

#### ARTICLE 16-DISCIPLINE

Supervisors shall use the utmost discretion in handling anonymous complaints. Disciplinary action will not be taken solely on the basis of an anonymous complaint

#### ARTICLE 17-REPRESENTATION/COMMUNICATION

Sec. 1 The Installation head will meet with craft members of the Labor Management Committee at mutually agreed upon times and dates. Minutes of the meetings will be kept as in past practice. Agenda items will be exchanged at least 24 hours before scheduled meetings. Items not on the agenda may be discussed only by mutual consent.

Sec. 2 Branch 791 will be consulted prior to the designation of carrier craft employees to committees.

Sec 3 Stewards and supervisors shall cooperate to the fullest extent in furthering the good of the service and the employees welfare by keeping employees currently informed of their rights and changes in policy and procedures.

Sec. 4 Representatives of Branch 791 shall have the right to use the public address system, when available, in any station, for the purpose of making announcements of interest to Letter Carriers.

#### ARTICLE 20-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 ;4-LEAVE WITH REGARD TO UNION BUSINESS

Annual leave or leave without pay to attend Union activities requested prior to the determination of the choice vacation schedule will not be a part of the total choice vacation period.

#### ARTICLE 41-MISC. LETTER CARRIER CRAFT

- Sec. 1 a. Letter Carriers applying for an assignment shall make a sealed bid in writing to the supervisor in Charge. In instances where several assignments are posted concurrently the bidder may bid on all assignments stating his preference, i.e. 1<sup>st</sup> choice, 2<sup>nd</sup> choice, 3<sup>rd</sup> choice etc.
- b. It is agreed that posting of vacant duty assignments shall be for 7 days. Management has 10 days from the closing of bidding to announce the successful bidder. Management has 10 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. An assignment shall be reposted when by mutual agreement a major change has

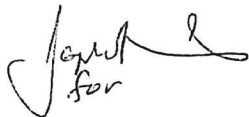
ARTICLE 4L1 (cont.)

- d. 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 if the incumbent accepts the new reporting time The employee's shop steward shall be notified..
  - e. 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, highways, housing projects, all routes and full-time duty assignments at that Emit 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 of this Article. (41.3.0)
  - f. An updated seniority roster will be provided the Union upon request.
- Sec. 2 a A full-time regular Letter Carrier called in to work or scheduled to work on his/her day off must be given his/her full-time duty assignment, providing the T-6 can be assigned to another assignment on his/her string, even if it necessitates replacing a part-time flexible. If the T-6 can not be assigned to another assignment on his/her string, then the full-time regular working his/her non-scheduled day shall be assigned where needed.
- Sec. . During the month of November representatives of Branch 791 and management will meet for the purpose of consulting and preparing a local memorandum of understanding on policies to be established for the Christmas season.
- Sec. 4 A Welfare Committee in the Snohomish Post Office. Meetings will he held at the request of either party. Branch 791 will have one representative.
- Sec. a. A new carrier shall be trained on the clock in the proper procedures of his crag.  
b Training will include, but not be limited to;
- 1. Layout of carrier cases
  - 2. Casing Mail
  - 3 Office procedures
  - 4 Proper way to deliver mail
  - 5 Use of all forms
  - 6. Duty assignment
7. A tour through the Post Office to explain the total operation of the Post Office c. A proficient and experienced carrier will conduct the craft portion of the training.
- Sec. 6 A Letter Carrier shall, upon request, have the right to inspect his personnel jacket. The Branch President or his designee shall also have the right to inspect the carriers jacket if accompanied by the carrier making the request and with his permission. This inspection will not be compensated.

This Memorandum of Understanding is entered into on November 14, 2017 at Snohomish, 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 Provisions of the 2016 to 2019 National Agreement with the National Association of Letter Carriers, AFL/CIO.

In witness whereof

/s/ Postal Service



Brian Zinser, Postmaster  
Snohomish Post Office  
Snohomish WA 98223-9998

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



Robert James, President  
Branch 791, NALC  
Snohomish County

Negotiating Teams

Management

Joe Norris, Chief Spokesperson  
Brian Zinser

Union

Robert James, Chief Spokesperson  
Randall Wirtz  
David Casper