

**LOCAL
MEMORANDUM
OF
UNDERSTANDING
BETWEEN
U.S.P.S.
AND
BRANCH 791 N.A.L.C.
LYNNWOOD POST OFFICE
LYNNWOOD, WA. 98036**

REVISED May 2018

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding entered into November, 2017 at Lynnwood, Washington, between representative of the United States Postal Service, and the designated agent of the Union Signatory to the National Agreement, Branch 791, National Association of Letter Carriers, AFL-CIO, pursuant to the local implementation provisions of the 2016-2019 National Agreement. The Memorandum of Understanding constitutes the entire agreement on matters relating to the local conditions of employment.

ARTICLE 7

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

ARTICLE 8

- (1) An employee may request a schedule change for personal reasons subject to approval by the employee's Union steward and supervisor.
- (2) All regular letter carriers will be on a regular schedule of five days a week with rotating days off. Exception; A Letter Carrier assignment of five (5) fixed full-time work days may have fixed days off. When management is considering a bid assignment with fixed non-scheduled days, the Union will be given an opportunity for input. All positions changed to set days off will be placed up for bid among all carriers.
- (3) One overtime desired list will be posted for the letter carrier craft, having two (2) columns, one for work assignment, and one for any assignment. The ODL list will be maintained by station or branch.
- (4) A reasonable amount of wash-up time will be allowed during both office and street time for any letter carrier who needs such, due to handling dirty or toxic materials or incident to personal needs.

ARTICLE 10

- (1) The employer shall, no later than November 1, publicize on bulletin boards and by other appropriate means, the beginning date of the new leave year, which shall begin with the first day of the first full pay period of the calendar year.
- (2) Full-time letter carriers will start their vacation on a Monday and return on Monday following their vacation, unless that Monday is a holiday, or designated holiday, or a non-scheduled work day, in which case, they will return on the Tuesday following the end of their vacation. Part-time flexible letter carriers and City Carrier Assistants will start their vacations on Monday and return to work on Monday following their vacation, unless Monday is a holiday, or a non-scheduled work day, in which case, they will return to work on the Tuesday following the end of their vacation.
- (3) All requests for leave (in or outside prime time) will be made in duplicate on form 3971. All requests shall be initialed by the supervisor upon receipt to protect the employee from loss or misplacement of the supervisors copy. All requests shall be approved or disapproved in writing within one (1) working day of submission of the request. Exception: If the leave requested would place the number of employees off above the quota allowed off, the supervisor may hold the request until such time as the work schedule for that period is known.
- (4) An exception to the advance approval requirement is made for emergencies; however, in these situations, the employee must notify appropriate postal authorities as soon as possible as to the emergency and the expected duration of the absence.
- (5) Military leave will not count as part of a letter carrier's selections for prime time. It will be the responsibility of the letter carrier to notify management of the necessary time required for military leave prior to February 1, or as soon as they are notified by their military organization, if later than February 1st.
- (6) Management will post and keep up to date, a leave chart or schedule of the Union's design to enable carriers to see what leave spots are open. Prime time shall be marked separately on the same chart or schedule,
- (7) Exchange of annual leave shall only be permitted when all carriers senior to the exchange have had an opportunity to participate in the exchange.
- (8) All canceled or abandoned leave during or outside of prime time in units of one (1) day or more shall be reposted as soon as management is notified of the cancellation or abandonment. The posting shall be for ten (10) calendar days. If leave becomes available with less than ten (10) days advanced notice it will be posted until 4 PM on the Tuesday of the week prior to the starting date of the vacated leave.
- (9) Outside of prime time, carriers are restricted to two (2) approved leave requests at any one time.
- (10) Annual leave outside of prime time shall be approved on a first-come, first-serve basis by date and time submitted.

- (11) Recognizing the employer's discretion in allowing the employee to use leave outside of prime time, and the language of ARTICLE 10 Section 3.d-4 of the National Agreement, outside of prime time management shall allow off a minimum of eight percent (8%) of the combined regular and part-time letter carrier work force (as of January 1 of each year of this agreement). In those instances where computing the eight percent (8%) does not result in a whole number, and the fractional result is .5 or higher, the next whole number shall be considered the correct figure. (e.g. 2.5 and higher would become 3 employees). Management will make every effort, if the needs of the service allow, to grant additional employees off when requested.
- (12) Prime time shall be for a period of twenty four (24) consecutive weeks, commencing the first Monday in May for the duration of this agreement. (exception if item #18 should apply)
- (13) Each letter carrier shall be granted two (2) selections at his or her option during the choice vacation period as outlined in ARTICLE 10 Section 3 of the National Agreement.
- (14) Management shall allow a minimum of thirteen percent (13%) of the combined regular and part-time letter carrier work force off during each week of the choice period (prime time). In those instances where computing the 13% does not result in a whole number and the fraction is .5 or higher, the next whole number shall be considered the correct figure (e.g. 3.5 and above would be 4 employees).
- (15) Beginning the first day of each leave year, selections for prime time vacations will begin. Selections will be made by installation seniority. City Carrier Assistants (CCA's) Carriers shall be allowed to select annual leave to the amount of leave they will have accrued by the time the leave is taken. Each letter carrier will make his or her selection(s) and at that time also request leave in writing on the proper form 3971, Carriers will have two (2) days to make a selection(s), after they have been notified of their turn. If the selection(s) is not made within those two days the selection process will continue with the next senior carrier and so on. When the missed carrier submits his request it will be considered for the last selection on that day. The approved leave will be filled in on the prime time vacation schedule or chart as it is approved. The selection process must be completed by February 15, and the prime time schedule completed by February 28.
- (16) RESIDUAL ANNUAL LEAVE: The employer shall grant any remaining prime time annual leave on a first-come first-serve basis in units of five (5) consecutive days.
- (17) Letter carriers on jury duty or National Conventions or Regional Assemblies during the choice period (prime time) shall be eligible for another selection within the choice period provided this does not deprive any other employee of a first choice for scheduled vacation.
- (18) Annual leave to attend NALC State Conventions requested prior to the determination of the choice vacation scheduled will not be part of the total choice vacation period (prime time), provided the request for leave had been submitted by the employee prior to the first day of each leave year.
- (19) Letter carriers who elect to donate blood to a recognized hospital or blood bank shall be granted administrative leave for the period of work missed.

ARTICLE 11

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

- (1) All part-time flexible employees, City Carrier Assistants, Casuals and Transitional Employees to the maximum extent possible, even if the payment of overtime is required.
- (2) Full-time regulars who volunteer to work on their holiday or day designated as their holiday-by seniority.
- (3) Full-time regulars who volunteer to work on their non-scheduled day-by seniority.
- (4) Full-time regulars who did not volunteer on what would otherwise be their non-scheduled day by inverse seniority.
- (5) All other non-volunteer full-time regulars who would be working on their holiday-by inverse seniority.
- (6) 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 AND 41

- (1) Notice inviting bids shall be posted on a section-wide basis.
- (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. The employee will provide a self-addressed stamped envelope. All bids must be submitted by the date and time posted on the Form 1716, Notice of Vacant Assignment. Mailed in bids must be postmarked by 4pm of the day prior to the opening of the 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. Bids with an incorrect Job No., Route No., or Position Title will be declared an invalid bid.
- (2) Letter carrier assignments shall not be posted when there is a change of more than one hour.
- (3) All temporary vacant craft assignments of anticipated duration of five (5) days or more may be bid by full-time reserve, unassigned regulars, and part-time flexible letter carriers. Management must post all such assignments. Bids will be accepted until twenty-four (24) hours before an assignment commences. Whenever assignments become available with less than twenty-four hours notice, management must inquire as to the preference of each full-time reserve, unassigned regular, and part-time flexible letter carrier and award the assignment to the senior employee who indicates a preference.
- (4) 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.

- (6) 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, 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 assignment(s) was abolished shall be posted for bid in accordance with the posting procedures in this Article.
- (7) It is agreed that the Lynnwood Post Office and its stations and branches be known as an installation. It is further agreed that any other Post Office, branch, or station merging with the Lynnwood Post Office after this agreement takes effect will be a separate section.
- (8) An assignment shall be reposted when by mutual agreement a major change has occurred.
- (9) An updated seniority roster will be provided the union upon request.

ARTICLE 13

- (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:
 - (1) Casing routes
 - (2) Answering phones
 - (3) Ordering new case labels
 - (4) Updating forward order cards form 3982
 - (5) Marking apartment complex boxes or curbside boxes.
 - (6) Special deliveries
 - (7) 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 & 3

- (1) Carriers will be responsible for tagging vehicles for defects. Management will be responsible for prompt repair of reported defects. Carriers 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 & Health Committee may be called upon to check the vehicle for safety factors.
- (2) 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.
- (3) Letter carriers will not be required to deliver mail where dogs or other animals interfere with the delivery of mail.
- (4) 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.
- (5) 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 16 & 17

- (1) Supervisors shall use the utmost discretion in handling anonymous complaints. Disciplinary action will not be taken solely on the basis of an anonymous complaint.
- (2) A letter carrier shall upon request have the right to inspect his Official Personnel Folder. The Branch President or his designee shall also have the right to inspect the carrier's OPF if accompanied by the carrier making the request and with his permission. This inspection will not be compensated.
- (3) Branch 791 will be consulted prior to the designation of carrier craft employees to all local committees. Stewards and supervisors shall co-operate 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 or procedure.
- (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.
- (5) A Social Recreation committee will be maintained in the Lynnwood Post Office. Meetings will be held at the request of either party. Branch 791 will have one representative.

ARTICLE 20

Parking will be provided as follows: One space within the Post Office parking lot for each employee. The Parties will jointly work together at the local level to encourage alternatives to single occupied vehicle commuting. Changes in parking programs at the local level, which are required by the Clean Air Act or other laws will be discussed with the Union locally. If the Union disagrees with the change, it may grieve the reasonableness of the change necessitated by the law.

CHRISTMAS OPERATIONS MEETING

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.

Signed by U.S.P.S. rep

Robert Easy oic

Fernando Feliciano, Postmaster
Lynnwood Post Office
Lynnwood, WA. 98036-9998

Date 5-25-18

Signed by N.A.L.C. rep

Robert James

Robert James, President
Branch 791 N.A.L.C.
Snohomish County

Date 5/18/2018