

LOCAL
MEMORANDUM
OF
UNDERSTANDING
BETWEEN
U.S.P.S.
AND
BRANCH 791 N.A.L.C.
EVERETT POST OFFICE
EVERETT, WA 98201

May 2018

It is agreed to continue the 1996 LMOU without change except for the updating of dates and the article numbers have been change to conform with the related articles in the National Agreement.

Article 8

The overtime desired list shall be maintained at each carrier station or annex.

(previously Article 14)

Article 10

Section 1

A. The annual sign-up for vacation shall begin on the first delivery day of December each year. The Union designee at each delivery unit, with Management cooperation, shall be given reasonable time each morning to conduct the sign-up until the vacation schedule is complete. Management shall furnish the Union a current copy of the craft seniority roster and the necessary sign-up sheets one (1) month prior to the sign-up date. Twelve (12) percent of the craft employees shall sign-up each day. In those instances where computing the twelve (12) percent does not result in a whole number and the fractional amount is .1 or higher, the next whole number shall be considered the correct figure. Each employee, in order of seniority, shall have a period of twenty-four (24) hours, from 8:00 AM to 8:00 AM, to make their selection. On the first sign-up round, only the amount of time authorized during choice vacation period (i.e. ten (10) or fifteen (15) days) may be signed for. This first round selection must be in the choice period. After all craft employees have made their initial selection(s), a second sign-up round shall commence, in or out of the choice period, limited to the amount of vacation time remaining to each employee. Any craft employee may defer their sign-up selection to a lower choice by so indicating to the Union designee conducting the sign-up.

B. All entries must be made in ink, specifically, black ink on the first round and red ink on the second round.

C. There will be no mutual exchanges of vacation periods between employees.

D. When a vacation period is released 14 days prior to the start of the vacation period it shall be posted for bidding among all employees. Employees with less seniority than the employee who released it will be given preference. The successful bidder may not exceed the maximum amount of leave allowed during the choice period as prescribed in item 7 of this memorandum. If a vacation is given up less than 14 days it will be posted and will be made available on a first come first serve basis, provided that the schedule has not been posted for the following week.

(previously Article 4)

Section 2

The choice vacation period shall be May through September and consist of twenty-three (23) weeks.

(previously Article 5)

Section 3

Vacation periods begin at 0001 hours on Monday and ends on Sunday.

(previously Article 6)

Section 4

A. Employees may, at their option, make two (2) selections in the choice period in units of five (5) or ten (10) days. The total amount of the selected time may not exceed the following maximums during the choice period.

B. Employees who earn thirteen (13) days of annual leave per year shall be granted up to ten (10) days.

Article 10 Section 4 continued

C. Employees who earn twenty (20) or twenty six (26) days of annual leave per year shall be granted up to fifteen (15) days.

D. Employees who will be changing from category (b) to category (c) during the choice period will be considered as being in category (c) for the purpose of selecting vacation.

(Previously Article 7)

Section 5

Attendance at Union Activities (conventions, seminars, etc.) shall not be charged to an employee's choice period selection(s). The Union must notify Management by December first (1st) of each year of the Union Activity dates and the number of vacation slots needed. These periods of time shall be reserved from the selection process. Management will allow as many delegates annual leave as there are vacation slots in that period.

(previously Article 8)

Section 6

During the choice vacation period, twelve (12) percent of the employees shall be allowed off at a time. During the remaining time of the year, ten (10) percent of the employees shall be allowed off at a time.

(previously Article 9)

Section 7

The final approved vacation schedule shall be posted, in ink, at all delivery units when completed. The posting of the completed vacation sign-up charts shall constitute official notice to each employee of the approved vacation schedule.

(previously Article 10)

Section 8

Employees shall be notified of the beginning of the new leave year by posting at all delivery units by November 01 of each year and by stand-up talks during the third week of November each year.

(previously Article 11)

Article 11

In selecting employees to work on holidays, the following priorities shall be followed.

- A. City Carrier Assistants and part-time flexible employees, even if overtime is necessary.
- B. Volunteer full and part-time regular scheduled employees, by seniority.
- C. All other full and part-time regulars who have not volunteered on what would have been their non-scheduled day, by inverse seniority.
- D. All other full or part-time regulars who have not volunteered, on what would have been their holiday or designated holiday, by inverse seniority.

(previously Article 13)

Article 12

For purposes of reassigning within an installation employees excess to the needs of a section, a section shall be city delivery operations installation wide.

(previously Article 1 8)

Article 13

The Postmaster shall make every effort to employ carriers in the Everett Postal Facility for light duty assignments. Identification of light duty assignments within stations or branches for carriers shall be any carrier duties, or any other duties, not restricted by doctors limitations.

(previously Article 17)

Article 20

Other than assigned parking, the remainder will be on a first-come, first-serve basis.

(previously Article 19)

Article 41

Section 1

All regular carriers will be on a fixed or rotating schedule as per job description.

(previously Article 2)

Section 2

After a thorough review of Local Authority declarations, when Postal authorities determine 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 a carrier is outside the office and Management communications to him/her regarding the emergency which may affect his/her well-being cannot be given to him/her in a timely manner, it is natural for the carrier to determine the proper actions to take based upon his/her mature good judgment. When and if such is done, he/she shall communicate with Management as soon as possible.

(previously Article 3)

Section 3

A. Article 41, Section 1.A.5 - Change of starting times.

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 employee's shop steward shall be notified.

B. Article 41, Section I.C.4 - Successful bidder rule as it applies to T-6 assignments.

A regularly assigned carrier working on a non-scheduled day, shall work their own assignment, provided the T-6 can be assigned to another route of their string. If the T-6 cannot be assigned to another route on their string, the regular carriers working on a non-scheduled day shall be assigned where needed.

A T-6 carrier working on a non-scheduled day shall be assigned to work on their assigned string of routes where possible. Otherwise, the T-6 shall be assigned other carrier duties.

C. Article 41 Section 3.0 - Reposting routes when other than a junior carrier's route is abolished.

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 assignment(s) was abolished shall be posted for bid in accordance with the posting procedures in this Article.

D. NEWLY HIRED CARRIERS

The Union shall be notified at least three (3) working days prior to formal street training for new carrier craft employees. The Union's designee shall be provided ample opportunity, upon request, to address such new employees. This shall be done on the clock.

E. FUNERALS OF CARRIERS

A Union designee shall be allowed to take annual leave for the time necessary to attend the funeral of a fellow carrier from this installation.

(previously Article 21)

This Memorandum of Understanding is entered into on November 2017 at Everett 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:

/s/ U.S. Postal Service
AFL/CIO

/s/ National Association of Letter Carriers,

Soon Kim, Postmaster
Everett WA 98203-9998

Michelle Decker, President
Branch 791