

2016 - 2019

Seattle

Local

Memorandum

Of

Understanding

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING is entered into on 11/3/17 at Seattle, Washington between the Representatives of the U.S. Postal Service and the Designated Agent of Branch 79, National Association of Letter Carriers, AFL-CIO pursuant to the local implementation provisions of the 2016 National Agreement.

In Witness Whereof:

United States Postal Service

National Association of
Letter Carriers

By:

By:



Trent McNeal
Postmaster
Seattle Post Office, USPS

B J Hansen
President
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TABLE OF CONTENTS

	Page
1 - Union Recognition	5
7 - Employee Classifications	6
8 - Hours of Work	7
10 - Leave	9
11 - Holidays	12
12 - Reassignment	13
13 - Assignment of Ill or Injured Employees	14
14 - Safety and Health	15
15 - Grievance Procedure	16
17 - Representation	17
20 - Parking	19
22 - Bulletin Boards	20
26 - Uniforms and Work Clothes	21
41 - Letter Carrier Craft	22
43 - Separability and Duration	24

ARTICLE 1
RECOGNITION

Section 1.

The Postmaster, Seattle, Washington (hereinafter referred to as the employer) recognizes Branch 79, National Association of Letter Carriers, AFL-CIO (hereinafter referred to as the union), as the exclusive representative of all employees in the bargaining unit for which the union has been certified and recognized at the National level.

Section 2.

This Memorandum of Understanding covers all employees of the Seattle, Washington Post Office to include all stations, branches and facilities unless otherwise superseded by terms of the 2016 National Agreement.

ARTICLE 7

EMPLOYEE CLASSIFICATION

EMPLOYMENT AND WORK ASSIGNMENTS

The employer will give notification of the assignments of employees under Article 7 as follows:

- A. The president of Branch 79 shall receive written notice upon consideration of combining work in different crafts to make full-time assignments.
- B. Written notification shall be given to the shop steward when the crossing of craft lines is involved on a particular day to fill out an employee's assignment.
- C. The president of Branch 79 shall receive written notification before assignment of employees from one craft to another due to light or heavy work load periods, for one week or more.

ARTICLE 8

HOURS OF WORK

Section 1

Overtime shall be scheduled according to "overtime desired" lists maintained at each pay location. In order to assure that overtime will be scheduled on an equitable basis appropriate records will be maintained and posted at each pay location. For the purpose of this section, work location shall be defined as pay location. The supervisor and the shop steward shall review the overtime records at the request of the shop steward. Those employees wishing to work 12 hours will be indicated with an asterisk on the Overtime Desired List.

Management will promptly update the posted overtime lists when carriers have their name removed.

Section 2

- A. A full-time regular carrier called in to work on a non-scheduled day shall work his or her full-time duty assignment provided there is a vacant route on the string to which the carrier technician may be assigned. Otherwise, the carrier working on a non-scheduled day will be assigned other carrier work.
- B. A carrier technician working their nonscheduled day will work within their string of routes if there is a vacant route. If not, the carrier technician will be assigned other carrier work.
- C. For purposes of A & B of this section, in order for the carrier technician to achieve the essence of their bid assignment, they will be allowed to displace an opting carrier, by juniority (part-time flexible, full-time flexible, unassigned regular, reserve carrier or city carrier assistant), on their string if no other vacancy exists on their string.

Section 3

The supervisor shall make every effort to notify the carrier one hour prior to scheduled leaving time whether auxiliary assistance or overtime is approved or whether mail shall be curtailed.

Section 4

It shall be the joint responsibility of the steward and supervisor to assure that no employee be permitted to perform any duties unless they are on official time.

Section 5

With the exception of existing Monday-Friday scheduled routes, all letter carriers will be on a rotating schedule. Future exceptions shall be by mutual agreement between management and Branch 79 only.

ARTICLE 10

LEAVE

Section 1. Annual Leave

- A. In the scheduling of annual leave, the choice period will begin Memorial Day week and continue for the next 17 consecutive weeks, for a total of 18 weeks.
- B. Twenty percent (20%) of the carrier complement shall be allowed off during each week of the choice vacation period. In those instances where computing the twenty percent (20%) does not result in a whole number, and the fractional result is .1 or higher, the next whole number shall be considered the correct figure. Twelve percent (12%) of the carrier complement shall be allowed off during each week outside of the choice period.

Complement will be determined by the number of letter carrier positions allotted to a particular delivery unit, including but not limited to, regular routes, NALC Grade 2 positions, reserve positions, unassigned regulars, part-time flexibles, full-time flexibles and Letter Carrier (per Form 50) rehabs.

At the end of each round of vacation selection by career carriers, CCAs will be allowed an opportunity, by relative standing, to make vacation selections where there are vacation slots that have not 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 a sufficient annual leave balance to cover the entire leave period, the CCA will be required to vacate that leave slot. Any leave vacated by a CCA for any reason once vacated is no longer available for a career carrier to select.

- C. Delegates to National Association of Letter Carriers State and National conventions, State and National seminars and Legislative conferences, State and National AFL-CIO conventions, and State and National Credit Union conventions shall be given prime consideration in allotment of leave to attend these activities. This leave shall not be charged as their choice period. The union will notify the Seattle Post Office by January 1 of the number of the Delegates to such conventions and the dates involved. Military Leave, Jury Duty and other civic duties shall not be charged to an employee's choice vacation period.
- D. In each station or branch, seniority and then CCA relative standing will be used in the selection of vacation. Basis for seniority and CCA relative standing will be current city-wide seniority and CCA relative standing lists.
- E. Selection of annual leave shall begin January 2nd and be completed within 30 days. Each employee will be given a maximum of two days to make a choice on each round.

Each employee may select a first choice, which must be within the choice period. A unit of vacation is to be a period of consecutive working days not to exceed the limits provided for in the National Agreement. (No employee will be permitted to select two separate units until all employees have had the opportunity to make a first selection.) After each employee has had an opportunity to select a first choice, a second round shall begin with subsequent rounds until the time available is either exhausted or the employees indicate no further desire to select. All selections subsequent to the first round may be either in or out of the choice period. After January 30, vacation may be assigned on the basis of time available.

The leave which may be chosen during the selection period will include the months of February through January of the following year.

After the selection period ending January 30, annual leave shall be assigned on the basis of time available, up to the limits provided in Section 1.B above. Such leave requests for five (5) days or more must be submitted at least seven (7) days in advance of the requested leave. Such requests for less than five (5) days must be submitted at least two (2) days in advance of the requested leave.

- F. Management's decision on a request for leave shall be made as soon as possible but no later than two (2) working days after it is submitted.
- G. There shall be no exchanges or trading of leave periods. Vacated periods shall be posted and assignment made by basis of seniority.
- H. Any employee transferring from one station to another station shall be

granted their annual leave as previously chosen in the station from which they transferred.

- I. Scheduled vacations during the year shall begin on Monday and end on Sunday. The Saturday preceding the scheduled vacation period will be granted if possible.
- J. All advance commitments for granting annual leave must be honored except in serious emergency situations. The cancellation of annual leave commitments cannot be because of heavy mail volume or being understaffed. The situation would have to be in line with there being some type of disaster.

Section 2. Emergency Leave

All requests for emergency leave shall specify the nature of the emergency and be presented to the supervisor in as timely a fashion as possible. Such requests normally shall be granted.

ARTICLE 11

HOLIDAYS

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

1. Part-time flexibles
2. Full-time regulars who volunteer to work on their holiday or day designated as a holiday - by seniority
3. City Carrier Assistants
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 non-scheduled day – by inverse seniority
6. All other non-volunteer full-time regulars - by inverse seniority

If, after the posting period, a need develops for additional or replacement employees, employees shall be selected according to the same order as above.

ARTICLE 12

REASSIGNMENTS

Employees, excess to the needs of a section, within the Seattle Post Office installation shall be reassigned in accordance with the provisions of Article 12, Section 5.C.4 of the National Agreement. A section shall be defined as a station, branch or facility.

ARTICLE 13

ASSIGNMENT OF ILL OR INJURED REGULAR

WORK FORCE EMPLOYEES

Section 1

An available light duty assignment shall be granted to any employee qualified under Article 13 of the Agreement, within the physical limitations and medical consideration of the individual.

Every effort must be made to provide a light duty assignment within the employee's tour hours and basic workweek. The employer shall make every effort to employ letter carriers in their own stations for all light duty assignments.

Section 2

It is agreed that when there is a need for light duty assignments for letter carriers within the stations and branches, that these light duty assignments shall include normal letter carrier duties which the ill or injured employee may be able to perform. These may include but are not limited to:

- A. Marking Up Forwards.
- B. Labeling Cases.
- C. Rewriting and repairing carrier route books.
- D. Normal carrier duties which the ill or injured employee may be able to perform.
- E. All foot collection routes.
- F. DPS station inputs (vacation holds and COA data entry).

Section 3

First consideration for an employee requesting Light Duty Assignments shall be modification of the letter carrier's bid position to meet the physical capability of the individual employee, without seriously affecting the production of the assignment.

ARTICLE 14
SAFETY AND HEALTH

Section 1

A Joint Labor-Management Safety and Health Committee shall be established, as provided for in Article 14 of the National Agreement. The president of Branch 79 or his or her designee and the employer **or** his or her designee shall serve as a committee member. Branch 79 and the employer endorse and actively support the rules and regulations for promoting safety and health. The committee will meet monthly, contingent upon agreement of other crafts involved.

Section 2. Vehicle Safety Standards

No vehicle will be assigned to a carrier unless it can be reasonably expected to conform to recognized safety standards.

Section 3. Cleanliness of Vehicles

It is the employer's intent that vehicles be maintained in an acceptable state of cleanliness, including periodic washes.

ARTICLE 15

GRIEVANCE PROCEDURE

Any unresolved dispute between the parties to this Memorandum of Understanding as to its interpretation may be initiated as a grievance under Article 15 of the National Agreement.

ARTICLE 17
REPRESENTATION

Section 1

The employer and the union through their designated agents, shall hold joint Labor-Management Committee meetings in accordance with provisions of Article 17, Section 5, of the National Agreement.

Such meetings shall be held at the request of either party.

Written agendas may be exchanged by the parties as deemed appropriate.

The employer will provide required secretarial services to prepare minutes of the meetings.

A draft copy of the minutes will be provided to the union president (or their designee) by 4:00 P.M. the second day following the meeting for review prior to distribution. Corrections and/or exceptions noted by the union president shall be referred to the postmaster (or their designee), within two days, for resolution.

After the minutes have been approved by both parties each party shall date and sign a copy for retention in the records.

The union president will be furnished sufficient copies to supply a shop steward in each station, plus two additional copies.

The union representative permitted time on the clock shall be identified.

Section 2

The president or their designee, including designated shop stewards, shall be afforded due recognition by all supervisory personnel and management officials at all stations, branches and offices in the Seattle Post Office as required in Article 17 and Article 23 of the National Agreement.

Section 3

The president of Branch 79 when possible will be notified at least 72 hours prior to any craft orientation for new employees and no later than 24 hours.

The union shall be allowed ample opportunity during craft orientation to address new employees.

Section 4

Shop stewards and supervisors shall cooperate to the fullest extent in furthering the good of the service and the employee's welfare by keeping employees currently informed of their rights and any change in policy or procedure.

Section 5

The employer will ensure that all notices meant for posting, including safety bulletins, postal bulletins and the minutes of Labor Management Committee meetings pertaining to the letter carrier craft will, in fact, be posted on all official bulletin boards (at the stations). A copy of each shall be sent to the president of Branch 79.

Section 6

The employer at the local level will determine the policy regarding the use of telephones by authorized union officials and stewards for local calls relating to the administration of the National Agreement. The policy will be made known to the president of the NALC Branch.

Section 7

A letter carrier shall, upon their request, have the right to inspect his or her files kept by the Postal Service at any reasonable time.

The employee may be accompanied by a union officer or union steward of their choice.

ARTICLE 20

PARKING

Section 1

Representatives of Branch 79 may use available visitor and/or customer parking areas not to exceed two spaces.

Section 2

After the employer determines the parking needs of the service, the carrier craft allotment of the remaining spaces shall be on a percentage equal to the percentage of carrier craft employees assigned to that work location and tour. Such percentage shall be rounded off to the nearest whole number. Carrier craft employees' parking spaces will be allotted by seniority.

Enforcement of this program by seniority will be an internal function of the union through the shop steward(s).

Section 3

Parties at the local level will work together to encourage alternatives to single occupied vehicle commuting. When possible, prior to implementation of any contemplated parking policy change (irrespective of whether it deals with such alternatives), and including but not limited to what may be required by the Clean Air Act and other applicable state and federal regulations, it shall be discussed with the local union. Any unagreed to change in parking policy will be grievable as to its reasonableness and as to the lack of conformity with applicable laws, regulations, and provisions of this memorandum and the National Agreement.

ARTICLE 22

BULLETIN BOARDS

Section 1

Subject to the conditions of Article 22 (Bulletin Boards) of the National Agreement, one bulletin board shall be provided by the employer at every location where letter carriers are domiciled. The size of the bulletin board will normally be a minimum of 48"x48".

ARTICLE 26

UNIFORMS AND WORK CLOTHES

Agreement on Uniforms:

Summer or winter uniforms may be worn year round.

ARTICLE 41

PRINCIPLES OF SENIORITY AND POSTING

Section 1. Posting

A. Change of Assignment

A change of starting time shall not constitute a change of assignment. No route will be posted for bid because of any change in starting time or duty assignment.

B. Advertisement

Vacant letter carrier positions will be posted for bid on Friday through Friday basis.

C. Bidding

Bids will be submitted via the automated online or phone bidding process.

D. Assignment to Bid Positions

An unassigned full-time carrier may bid on duty assignments posted for bid by employees in the craft. If the employee does not bid, assignment of the employee may be made to any vacant duty assignment for which there was no senior bidder in the same craft and installation. In the event there is more than one vacancy due to the lack of bids, these vacancies may be filled by assigning the unassigned full-time carriers, who may exercise their preference by use of their seniority. In the event that there are more unassigned full-time carriers than vacancies, these vacancies may be filled by assigning the unassigned employees by juniority.

E. Qualifications

Carriers successful in bidding an assignment requiring use of a government vehicle shall qualify as drivers by passing, on official time, the Post Office Driver's Test prior to the scheduled change of assignment.

A successful carrier technician bidder will be given seventy-five (75) working days and all other successful bidders will be given thirty (30) working days to demonstrate standard office time, with possible extension in individual cases.

Bid notices shall state whether the vehicle on the route, if any, is a government vehicle, a private contract vehicle, or whether a drive-out agreement is available. The furnishing of a vehicle shall not be a requirement of employee assignment.

- F. 1. At each work location, management shall post, at a designated place, all temporarily vacant full-time craft duty assignments of anticipated duration of five (5) days or more. The posting will include all available assignments for the work week following the Wednesday posted work week.
2. Eligible letter carriers may indicate on a standard form their preference for such assignments until the end of tour on the Monday prior to the commencement of the assignment.
 3. The senior carrier having indicated their preference shall be notified that he or she has been awarded the assignment by posting on the Wednesday prior to the commencement of the assignment.
 4. If a temporary vacancy of five (5) days or more becomes available after the Monday posting period but before an assignment commences, management shall post the vacancy for twenty four (24) hours.
- G. 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 the 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.

Section 2. Seniority

An updated roster listing of all carriers in order of seniority in the Installation shall be posted during the months of January and July of every calendar year.

Section 3. Part-Time Flexible Schedule Employees

Part-time flexible employees shall have priority over city carrier assistants for all assignments and city carrier assistants must not be employed to the detriment of part-time flexible employees.

SEPARABILITY AND DURATION

This Memorandum of Understanding should continue in full force and effect for the duration of the National Agreement, or be extended as determined by the parties to the National Agreement.

The parties may only challenge provisions of this LMOU as being inconsistent or in conflict with the National Agreement as provided in Article 30.C of the National Agreement.