

2016 - 2019

Bothell/Mill Creek

Local

Memorandum

Of

Understanding

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**BOTHELL, WA 98011, 98028
MILL CREEK, WA 98012, 98021**

MEMORANDUM OF UNDERSTANDING


PREAMBLE

Branch 79, National Association of Letter Carriers, AFL-CIO, proposes to supplement or amend the Local Memorandum of Understanding now in force, with proposals not inconsistent or in conflict with the 2016 National Agreement.

This Local Memorandum of Understanding shall remain in effect for the duration of the 2016 National Agreement, and thereafter as may be determined by management and the National Association of Letter Carriers through negotiations at the national level.


In witness whereof the parties hereto affix their signatures below this 26 day of JANUARY 2018.

FOR THE UNITED STATES
POSTAL SERVICE



Carlo Salazar
Postmaster
United States Postal Service
Bothell, Washington

FOR THE NATIONAL ASSOCIATION
OF LETTER CARRIERS



B J Hansen
President, Branch 79
National Association of
Letter Carriers, AFL-CIO

ARTICLE 8
HOURS OF WORK

Section 1. Overtime Work

- A. Overtime shall be scheduled according to an "overtime desired" list maintained within the same work location.
- B. In order to assure that overtime will be scheduled on an equitable basis to those employees on the list, appropriate records will be maintained on a standard form, updated and posted on a daily basis.
- C. For the purpose of this section, work location shall be defined as station or branch.

Section 2. Non-scheduled Assignment

A) A full-time regular city letter 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.

1) A full-time regular city letter carrier called in to work on a non-scheduled day will work their assignment and will displace a carrier who is temporarily filling a carrier technician assignment pursuant to Article 25.4 of the National Agreement.

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 inverse relative standing and then juniority, on their string if no other vacancy exists on their string.

D) On a holiday or designated holiday, if both a particular city letter carrier regular and the carrier technician for that route are working, the carrier who is in on their holiday has priority for the assignment that day.

Section 3. Work Week

During the term of this local agreement, the regular work week will be on a rotating days off schedule.

Section 4. Wash-up Time

Installation heads shall grant reasonable wash-up time to those employees who perform dirty work or work with toxic materials. The amount of wash-up time granted each employee shall be subject to the grievance procedure.

Section 5. Working off the Clock

Letter carriers shall perform required work only on official time.

ARTICLE 10

LEAVE

Section 1. Annual Leave

- A. In the scheduling of annual leave, the choice periods will be considered as those occurring from the Monday prior to the Memorial Day holiday through the third Sunday following the Labor Day holiday.
- B.1. Delegates to National Association of Letter Carriers state and national conventions, seminars, and legislative conferences shall be given prime consideration in allotment of leave to attend these activities. This leave shall not be charged as their choice period nor shall it be counted against the minimum percentage off specified in Section 1 F.
2. Delegates to 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 nor shall it be counted against the minimum percentage off specified in Section 1 F.
3. Letter carriers on military leave, jury duty and other civic duties shall be given prime consideration in allotment of leave to attend these activities. This leave shall not be charged as their choice period nor shall it be counted against the minimum percentage off specified in Section 1 F.
4. The union will notify management by January 2nd of the number of delegates to such conventions and the dates involved. Names will be provided as soon as practicable.
- C. In the Bothell Post Office, seniority will be used when choosing vacation during the selection period. Basis for seniority shall be the current city-wide seniority list.

Impasse Item

- D. Selection of annual leave shall begin no sooner than December 26th and no later than the first work day in January, and be completed by January 31st. Employees will be given a maximum of two (2) days to make each selection.

Each employee shall have an opportunity to make a first selection, which must be in the choice period. Such a unit of vacation (in any round) 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 a first selection, a second round shall begin with subsequent rounds following until the time available is exhausted or the employees indicate no further desire to select.

Impasse Item

All selections subsequent to the first round may be either in or out of the choice period.

After weekly rounds are completed, there shall be three (3) rounds by seniority, of less than weekly increments of consecutive days.

When the vacation selection process is complete, the results shall be posted in a conspicuous place in the workroom area. This is considered to be the official notice.

After January 31st, all annual leave requests consisting of a part day or more shall be granted in accordance with Section 1.F.

- E. There shall be no exchanges or trading of leave periods. Vacated periods of at least twenty-four (24) hours (three days) will be posted and assignment made by basis of seniority.

- F. In each station or branch fifteen percent (15%) of the carrier complement shall be allowed off during the choice vacation period. In those instances where computing the fifteen percent (15%) 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. Eleven percent (11%) of the carrier complement shall be allowed off outside the choice vacation period.

Impasse Item

Carrier complement for leave selection for each unit will be the number of employees in the City Carrier Craft on the rolls as of December 15th of each year.

In the event of a dispute regarding the complement, the Branch 79 president or their designee will meet with the postmaster or their designee prior to the annual leave selection process to determine the correct complement.

Scheduled days off do not count against the percentage of carriers allowed off for annual leave if previously scheduled annual leave is consecutive to a day off is canceled. This means that when the previously approved annual leave consecutive to scheduled days off is canceled, the scheduled day off will again become available on the annual leave calendar.

When annual leave is canceled, the supervisor will contact the shop steward and they will jointly determine if any scheduled day off is affected by this agreement.

If scheduled annual leave is not canceled at least seventy-two (72) hours in advance, the leave must be taken as scheduled.

- G. 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.
- H. The leave year for purpose of leave selection shall be from the beginning of the first full week in February up to the first full week in February of the following year.

- I. Management's decision on a request for leave shall be made as soon as possible but no later than 48 hours after it is submitted, excluding Sundays and holidays provided they are not workdays. If a request for leave is submitted within 48 hours of the requested leave period, management will approve the leave, to the extent possible, in accordance with Article 10.1.F. of the Local Memorandum of Understanding.

- J. Any employee called to serve on jury duty during the employee's choice vacation period shall be allowed an equivalent vacation period at some other time of the choice period, even if such choice exceeds the percentages outlined in Section 1.F.

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 non-scheduled day -- by seniority.
3. Full-time regulars who volunteer to work on their holiday or day designated as a holiday -- by seniority.
4. Volunteer non-career employees by relative standing.
5. Non-volunteer non-career employees by inverse relative standing.
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

**PRINCIPLES OF SENIORITY, POSTING
AND REASSIGNMENT**

Section 1. Reassignment

When reassignment occurs within the installation of employees excess to the needs of a section, each station and/or branch shall be considered as a section in the administration of Article 12, Section 5.C.4 of the National Agreement.

ARTICLE 13

ASSIGNMENT OF ILL OR INJURED REGULAR WORK-FORCE EMPLOYEES

Section 1. Light Duty

Management shall provide a light duty assignment for any carrier who is qualified under Article 13 of the National Agreement.

Section 2. Identification of Light Duty Assignments

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, including but not limited to:

1. Assisting routes by setting up mail.
2. Marking up forwardable mail.
3. Re-labeling carrier cases.
4. Rewriting carrier route books.
5. Coverage of suitable collection routes.
6. DPS station inputs (vacation holds and COA data entry).
7. Crossing craft lines.
8. Training of new employees when, in fact, training is done by craft employees at the station level, when qualified.
9. Combine part-time hours for an eight (8) hour day and a forty (40) hour week.
10. Answering phones.
11. Act as lobby director.

ARTICLE 14

SAFETY AND HEALTH

Section 1. Vehicle Safety Standards

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

Section 2. Hazardous Conditions

No carrier will be required to drive a Postal Service vehicle at any time when the Bothell postmaster has declared that emergency conditions warrant the curtailment of mail delivery. An employee unable to complete work due to these conditions shall be given administrative leave.

Section 3. Faulty Equipment

When faulty equipment is reported it will be repaired or replaced as expeditiously as possible.

ARTICLE 17

REPRESENTATION

Section 1.

The employer will insure that all notices meant for posting, including all policies, local safety bulletins, and the minutes of Labor - Management committee meetings pertaining to the letter carrier craft will, in fact, be posted on official bulletin boards at each station.

Section 2.

A union representative, designated by the president of Branch 79, shall be allowed reasonable time to address new employees within the first week of employment at the Bothell Post Office.

Section 3. Personnel

A letter carrier will receive a copy of all papers and material placed in their personnel folder.

Section 4. Inspection of Personnel Folders

At reasonable intervals, a letter carrier shall be granted the opportunity, upon timely request, to inspect their personnel folder in the presence of a management representative.

ARTICLE 20

PARKING

Section 1.

Representatives of Branch 79 may use any available craft parking space.

Section 2.

After the employer determines the parking needs of the service, clerk and carrier craft allotments of the remaining parking spaces shall be assigned proportionate to the percentage of the station complement of each group. Such percentage shall be rounded to the nearest whole number, and shall be adjusted annually on the first day of November. Carrier craft employee parking spaces will be allotted by seniority. Enforcement of this allotment by seniority shall be an internal function of the union, administered by the union.

Section 3.

In the event that carrier craft positions are exceeded out of the facility, all parties to this agreement accept the responsibility to adjust the assignment of parking spaces to meet the scheduling needs of the various crafts.

ARTICLE 22

BULLETIN BOARDS

A general announcement will be made at the time of posting of all Postal bulletins, regional bulletins, local bulletins and memorandums directed to employees that are posted on official bulletin boards.

ARTICLE 26

UNIFORMS

Section 1.

- A. Carriers may wear summer or winter uniforms as they determine to be appropriate for conditions.

- B. Ties may be worn with the winter uniform or when wearing an outer garment. Raincoats and windbreakers shall not be considered outer garments for the purpose of wearing a tie.

ARTICLE 41

LETTER CARRIER CRAFT

Section 1. 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.

Section 2. Advertisement

Vacant letter carrier positions will be posted seven (7) days for bid, from 9:00 A.M. Tuesday through 9:00 A.M. the following Tuesday.

Section 3. Bidding

- A. A locked bid box will be placed in the carrier section. Bids, on the forms provided, must be deposited in such bid box by 9:00 A.M. on the Tuesday following the posting of the vacancy.
- B. Bids, once made may not be recalled or changed except by letter received at the office of the postmaster prior to the closing of the bidding.
- C. The shop steward or his/her designee shall be present at the opening of the bid box.
- D. Notice inviting bids shall be posted on an installation-wide basis.

Section 4. Notice of Seniority List and Bid results

All official notices as to positions posted for bid and results from those bids and changes in the seniority list will be sent to the office of Branch 79 on or before date of posting.

Section 5. Qualifications

A successful NALC Grade 1 bidder will be given thirty (30) working days to demonstrate standard office time. A successful carrier technician (NALC Grade 2) bidder will be given seventy-five (75) working days to demonstrate standard office time, with possible extension in individual cases in either event.

Section 6. Temporarily Vacant Full-time Craft Duty Assignments

- A. At each work location, management shall announce and then post at a designated place all temporarily vacant full-time craft duty assignments of anticipated duration of five (5) days or more.
- B. Eligible letter carriers may indicate on a standard form and place in a locked bid box their preference for such assignments by 9:00 A.M. on Tuesday before an assignment commences.
- C. The shop steward or their designee shall be present at the opening of the bid box.
- D. By Wednesday's posting, before an assignment commences, the senior carrier having indicated their preference shall be notified that he or she is awarded the assignment.
- E. If an assignment becomes vacant after the bid box is pulled on Tuesday before an assignment commences management shall inquire as to the preference of each available employee and award the assignment to the senior employee who expresses a preference.

Section 7. Installation Mutual Exchanges

Mutual lateral exchanges of assignment between carriers or carrier technicians will be permitted if the exchange is not considered detrimental to the service and the carrier can perform the duties of the new assignment in a satisfactory manner. Request for mutual exchange shall be submitted in writing to and approved by the postmaster. Such requests must also be approved by action of Branch 79, National Association of Letter Carriers.

Section 8. Part-time Flexible Schedule Employees

Non-career employees must not be employed to the detriment of part-time flexible employees.

Section 9. Miscellaneous Provisions

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.

Section 10. Carrier Technician (NALC Grade 2) Assignments

On any day that a carrier technician (NALC Grade 2) is not required to work two or more routes on their string, all available work must be accomplished on that day's assignment prior to doing any work on their next day's assignment.