

**2016 - 2019**

**Renton**

**Local**

**Memorandum**

**Of**

**Understanding**

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into on December 6, 2017, at Renton Washington, between the representatives of the U.S. Postal Service and Branch 79, National Association of Letter Carriers, AFL-CIO, pursuant to the local implementation provisions of the 2016 National Agreement. This Memorandum of Understanding plus those items from this office which are resolved per the agreed upon impasse procedure, constitutes the entire agreement on matters relating to local conditions of employment.

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**ARTICLE 1**

**LOCAL MEMORANDUM OF UNDERSTANDING  
AND RECOGNITION**

**Section 1.**

The following employees, in the unit represented herein; are not covered by this Memorandum of Understanding:

Those management personnel and employees specified in Article 1, Section 2 of the National Agreement of 2016.

**Section 2.**

The word "emergency" shall be defined in this Memorandum of Understanding as an unforeseen circumstance or a combination of circumstances which calls for immediate action in a situation which is not expected to be of a recurring nature.

## ARTICLE 7

### EMPLOYEE CLASSIFICATION

#### Section 1. Employment and Work Assignments

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

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

## ARTICLE 8

### HOURS OF WORK

#### Section 1. Overtime Work

- A. Overtime shall be scheduled according to an "overtime desired" list maintained at each station on an equitable basis.
- 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 in a mutually agreeable location, on a daily basis.
- C. For the purpose of this section, work location shall be defined as a station or branch.
- D. The supervisor and the shop steward shall review the overtime records at the request of the shop steward.

#### Section 2.

All regular carriers will be on a rotating work schedule as long as the Renton Post Office remains on a six (6) day delivery week.

#### Section 3.

When Form 3996 "Carrier Auxiliary Control" is properly executed, the supervisor shall notify the carrier as promptly as possible, but in no case later than thirty (30) minutes before the carrier's scheduled leaving time, whether auxiliary assistance or overtime is approved or whether mail shall be curtailed and specify what mail is to be curtailed.

**Section 4.**

No letter carrier shall be permitted to perform any duties unless they are on official time. No supervisor shall knowingly permit any employee to work off the clock.

**Section 5.**

Letter carriers who perform dirty work or work with toxic materials will be granted reasonable wash-up time.

**Section 6.**

- A. A full-time regular carrier called in to work on a non-scheduled day shall work his or her full-time duty assignment. The displaced carrier technician carrier shall be assigned to work on a vacant route on their string. If no vacancy exists, the carrier technician will be assigned other carrier work.

A full-time regular ODL carrier called in to work on a non-scheduled day shall not displace a carrier technician on their regularly assigned route.

- 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.

## ARTICLE 10

### LEAVE

#### Section 1. Annual Leave

##### A. Duration of choice vacation period:

The choice vacation period shall total 24 weeks. It will consist of two (2) periods. The first period shall begin 22 weeks prior to the week containing the Columbus Day holiday. The second period shall include the two (2) weeks containing Christmas and New Years.

The maximum number off in each station each week during the choice period shall be determined by totaling the number in the complement by December 1 of each year, and multiplying that total times three (3) and dividing the result by 23 weeks of the choice vacation period and rounding to the closest whole number.

Complement will be determined by the number of letter carriers and/or letter carrier positions held at a particular delivery unit, including but not limited to, regular routes, Carrier Technicians, reserve positions, unassigned regulars (in excess of vacant positions), part-time flexibles, full-time flexibles, and letter carrier rehabs and VOMAs (Per Form 50).

#### **Union Impasse Item**

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

##### B.1. Delegates to National Association of Letter Carriers State and National Conventions, Seminars, and Legislative Conferences; State and National AFL-

CIO Conventions; 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 management by December 1st of the number of delegates to such conventions and the dates involved.

2. Military leave and jury duty shall not be charged to an employee's choice vacation period, nor shall it be counted against the branch's quota for the choice period.
- C. In each station, seniority will be used in the selection of vacation in the choice period. Basis for seniority shall be the current citywide seniority list.
- D.1. Selection of annual leave shall begin on December 1st and be completed within 45 days. Each employee may select a first choice, which must be in the choice period. 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. Employees will be given a maximum of two days to make a choice on each round.

A unit of vacation is to be a period of consecutive days (in each round) 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.

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

7% of the regular work force in each station and/or branch as determined in Section 1.A. shall be permitted off during each week outside of the choice period. In those instances where computing the 7% 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.



## **Union Impasse Item**

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

- D.2. After the selection period ending January 15, annual leave shall be assigned on the basis of time available, up to the limits provided in Section 1.A and 1.D. 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 leave requests for less than five (5) days must be submitted at least three (3) days in advance of the requested leave.
- E. A decision on any leave requests shall be made as soon as possible but no later than forty-eight (48) hours from the date of submission. The PS Form 3971 will be signed and dated by the supervisor at the time of submission. The leave chart will be promptly updated to reflect any additional leave granted or leave which is vacated.
- F. There shall be no exchanges or trading of leave periods. If scheduled annual leave is not cancelled at least forty-eight (48) hours in advance, the leave must be taken as scheduled. Vacated periods of weekly units will be posted as soon as practicable and assignment made by basis of seniority.
- G. Any employee transferring from one station to another shall be granted his or her annual leave as previously chosen in the station from which they transferred, except in serious emergency situations.
- H. 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.
- I. If a request for leave has been made prior to the scheduled day and is granted, the employee must be given this leave, except in emergency situations.

**Section 2.**

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) Non-career employees
- (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

### SENIORITY, POSTING, REASSIGNMENT

#### **Section 1.**

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.**

In those instances where the request for light duty assignments exceeds ten (10) working days, the installation head will seek consultation with the union. If it is mutually agreed that a committee needs to study the case, an ad hoc committee, of equal representation, shall be appointed to explore the assignment. If it becomes necessary to cross craft lines in order to accommodate a light duty assignment, the appropriate representatives of both crafts, will be consulted by the employer.

Light duty assignments will not be specifically defined in advance so that each light duty assignment can be properly designed to meet the specific needs and capabilities of the employee, so far as is practicable.

**ARTICLE 14**

**SAFETY AND HEALTH**

**Section 1.**

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

The employer will make a reasonable effort to assign the same vehicle to the same full-time route each day, if operational requirements permit. Management may interchange vehicles to equalize mileage and to reflect the mail volume for the various routes.

## ARTICLE 17

### REPRESENTATION

#### Section 1.

A copy of posted letters, notices, or communications issued by the employer relating to policy or matters which affect the employees and/or the letter carrier craft, shall be furnished to the union at the time of issuance.

#### Section 2.

The officers of NALC Branch 79, or their designees, and the management of the Renton post office will meet to discuss any problems of mutual concern.

The number of union representatives and the number of management representatives need not be equal. The date, time, place, and attendees, for each meeting will be set by mutual agreement between the postmaster and the president of Branch 79.

Minutes of each meeting will be kept by each side for reference purposes. (Parties may mutually agree to waive minutes of the meeting.) Management will provide a finished copy of official minutes bearing the signatures of the postmaster and the president of the union to the union within ten (10) working days following the meeting. No tape recorders.

In keeping with the National Agreement, not more than one union representative may be on the clock at labor-management meetings. The length of meetings will be limited to two (2) hours unless, by mutual consent.

#### Section 3.

Letter carrier members of all committees shall be designated by the president of Branch 79. Committee meetings shall be held on the clock, providing time spent in such meeting is part of the employee's regular scheduled workday.

**Section 4.**

When necessary to leave his or her work area to investigate and adjust grievances a steward shall request permission from his or her immediate supervisor and such request shall not be unreasonably denied. In the event his or her duties require that he or she leave their area of employment and enter other areas within the installation or Post Office, the steward shall request authorization from the supervisor in such other area the steward wishes to enter and again, such request shall not be unreasonably denied.

**Section 5.**

The secretary of Branch 79 shall be given monthly statements, if applicable, by the postmaster or their designee, listing all personnel actions taken within the previous month concerning members of the letter carrier craft. Such information shall include such subjects as hiring, transfer, terminations, and promotions.

**Section 6.**

Management will use appropriate means at its disposal - bulletin boards, memoranda, stand-up sessions, newsletters, public address system, or any combination of these - to keep the employees informed concerning policy, policy changes, and other information of interest to them.

**Section 7.**

The policies to be established by management for the Christmas operation will be a subject of discussion at a timely regularly scheduled joint labor-management committee meeting.



## ARTICLE 20

### PARKING

Management will make available to each craft as many employee parking spaces as possible at each station and/or branch. Clerk and carrier craft allotments 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 at the minimum, shall continue to be adjusted as bidding and vacancies occur. If additional spaces are added during the year they will also be proportionate to the craft percentage.

Parking will be permitted only in designated spaces. All spaces must be clearly marked and conform in size and arrangement to acceptable standards of the Postal Service.

The assigning of all spaces made available to letter carriers shall be made on the basis of seniority within the facility.

Vacated parking spaces during the year will be offered to the successful bidder from another station provided their seniority warrants an assigned spot. If not, it will be offered to the next junior carrier who has not had an opportunity to select a space of their own for that year. If a carrier bids into a station from another station they will not displace a carrier with an assigned spot but will be able to select a spot at the next selection period. Letter carrier craft parking spaces will be selected annually beginning on February 1<sup>st</sup>.

During the period of December 1 through January 8 of each calendar year, employee parking will be restricted to the extent necessary to accommodate the additional vehicles procured each year for the Christmas operation. In those instances where all employee spots are not required during this period, employees will be asked to vacate their assigned spots on the basis of inverse seniority.

**ARTICLE 22**  
**BULLETIN BOARDS**

**Section 1.**

At least one glass enclosed, locked bulletin board shall be provided by management for each letter carrier station. The size of the bulletin boards will not be less than 36 inches by 48 inches.

**ARTICLE 26**

**UNIFORMS AND WORK CLOTHES**

**Section 1.**

- A. Carriers may wear summer or winter uniforms as they determine to be appropriate for conditions.
  
- B. Letter carriers shall maintain a neat, clean and generally creditable appearance, per Chapter 9 of the Employee and Labor Relations Manual.

**ARTICLE 41**

**LETTER CARRIER CRAFT**

**Section 1. Posting**

A.1 All vacant, or newly created, letter carrier positions will be posted within fourteen (14) days after the vacancy occurs, and it is determined that the position is not to be reverted.

(a) The bidding for vacant letter carrier positions will be restricted to letter carriers of the Renton Post Office and the senior successful bidder will be selected as the senior qualified bidder.

(b) A change of starting time shall not constitute a change of assignment. No route will be posted because of any change in starting time, duty, or assignment.

(c) The successful bidder for a posted vacant assignment shall accept the non-work days that accompany the new assignment.

(d) All official notices as to positions for bid and results from those bids will be sent to the offices of Branch 79.

B.1. If more than one position is posted for bid, a carrier may bid for as many positions as are posted and shall indicate his or her preference in the following manner: First choice \_\_\_\_\_; Second choice \_\_\_\_\_; Third choice \_\_\_\_\_; etc.

2. All carrier bids, including bids for carrier technician, will be posted for ten (10) calendar days. No bid may stipulate that a personal vehicle is a requirement for consideration or award of a bid.

- C.1. For purposes of familiarizing him or herself with line of travel, park points, difficult deliveries, etc., the senior qualified bidder will be allowed an opportunity to accompany a carrier on the route bid within seven (7) days of the bid opening, if so requested.
2. The successful bidder for a posted position will be placed in the new assignment as soon as possible, but in no case later than fifteen (15) days, after having been declared the successful bidder, except during the month of December or if the successful bidder is on leave.
3. A newly appointed carrier or a carrier permanently assigned to a route with which he or she is not familiar will be allowed a reasonable period to familiarize him or herself with the route and to become proficient.
4. Mutual exchange - No mutual lateral exchanges of bid assignments will be made between carriers without the approval of Branch 79.

## **Section 2. Temporarily Vacant Full-time Craft Duty Assignments**

- A. 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 workweek following Wednesday posted workweek.
- B. Eligible letter carriers may indicate on a standard form, their preference for such assignments by 9:00 A.M. on Tuesday before an assignment commences.
- C. The senior carrier having indicated their preference shall be notified that he or she is awarded the assignment, by the posting of the carrier schedule, prior to the commencement of the assignment.
- D. If an assignment becomes vacant after the posting has closed (9:00 AM Tuesday), but before an assignment commences, management shall inquire as to the preference of each available employee, (not previously awarded an opt), per

Section 2.B. above, and award the assignment to the senior employee who expresses a preference.

**Section 3. Miscellaneous Provisions**

- A. City carrier assistant employees must not be employed to the detriment of part-time employees.
  
- B. 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.

This Memorandum of Understanding shall continue in full force and effect for the duration of the 2016 National Agreement.

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

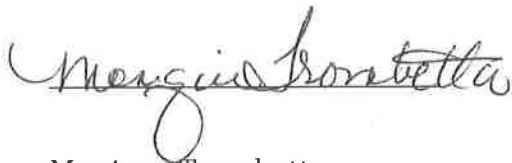
In Witness Whereof:

United States Postal Service  
Renton, Washington 98058

Branch 79,  
National Association of  
Letter Carriers, AFL-CIO

By:

By:



Monique Trombetta  
Postmaster



BJ Hansen  
President