

2016 - 2019

Kirkland

Local

Memorandum

Of

Understanding

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ARTICLE 7

EMPLOYEE CLASSIFICATION

SECTION 1. EMPLOYMENT OF CASUAL/TRANSITIONAL EMPLOYEES

Branch 79 stewards shall be notified within one day of the hiring of city carrier assistant employees in the carrier craft.

SECTION 2. NOTIFICATION OF POLICY

A copy of official local letters pertaining to local policy issued by the employer to employees relating to local policy or matters which affect the letter carrier craft shall be furnished to Branch 79 prior to or at the time of posting.

SECTION 3. EMPLOYMENT AND WORK ASSIGNMENTS

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

- A. The local shop stewards shall receive notification upon decision to combine work in different crafts to make full-time assignments.
- B. Notification shall be given to the shop stewards when the crossing of craft lines is involved on a particular day to fill out an employee's assignment.
- C. The local shop stewards shall receive notification when 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 WORK

In order to assure that overtime will be scheduled on an equitable basis, appropriate records will be maintained on a standard form and posted.

SECTION 2. WORK SCHEDULE

All regular carriers shall be on a rotating schedule.

SECTION 3. OVERTIME WORK

Overtime shall be scheduled according to the "overtime desired" list maintained at the work location. In order to assure that overtime will be scheduled on an equitable basis, appropriate records will be maintained and posted. 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.

SECTION 4. FORM 3996

The supervisor will advise a carrier who has properly submitted an Auxiliary Control Form PS 3996 of the disposition of the request promptly as to whether auxiliary assistance or overtime is approved or whether mail shall be curtailed. When conditions permit, this notice should be one hour before street leaving time.

SECTION 5. WASH-UP TIME

Letter carriers shall be granted such time as is reasonable and necessary for washing-up after performing dirty work or handling toxic materials or incident to personal needs.

SECTION 6. NON-SCHEDULED ASSIGNMENT

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 (NALC Grade 2) may be assigned. Otherwise, the carrier working on a non-scheduled day will be assigned other carrier work.

B) A carrier technician (NALC Grade 2) working their nonscheduled day will work within their string of routes if there is a vacant route. If not, the carrier technician (NALC Grade 2) will be assigned other carrier work.

C) For purposes of A & B of this section, in order for the carrier technician (NALC Grade 2) 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.

ARTICLE 10

LEAVE

SECTION 1. NOTIFICATION OF LEAVE YEAR

As soon as management has received official notification from the Postal Data Center of the beginning of the new leave year, it shall be posted on the bulletin board and all employees made aware. This must be no later than November 1st.

SECTION 2. DURATION OF CHOICE VACATION PERIOD

The choice period shall start from the first full week in April and will continue for the next 26 weeks for a total of 27 weeks. For selection purposes **only**, December will be considered a choice period; the number allowed off will be the same percent allowed outside the choice period.

Delegates to the 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 will not be charged as a choice selection with only one of these leave selections not charged against the Branch quota. The Union will notify the Kirkland Post Office by January 2 of the number of delegates to such conventions and the dates involved.

SECTION 3. JURY DUTY

Letter carriers whose service on jury duty coincides with a previously selected choice vacation period will not have this time charged against their vacation selection and shall be eligible for another available period within the choice period. This time will not be charged against the branch's quota if the period of jury service is a vacation period that is not completely filled.

SECTION 4. MILITARY LEAVE

Military leave will not count as part of the carrier's selection for the choice period, but will be considered as part of the Branch's quota provided that military leave is scheduled before or during selection time and the employee has no control as to when the military leave is to be taken.

SECTION 5. SENIORITY

Seniority will be used in the selection of vacation during the selection period. The current city-wide seniority list will be used as the basis for seniority.

SECTION 6. SELECTION PERIOD

Selection of annual leave shall begin on or before January 2 and be completed by January 31.

SECTION 7. VACATION SELECTION

Each employee may select a first choice, which must be within the choice vacation 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 the first round, and one day for subsequent rounds.

Each employee will be limited to one period of consecutive working days not to exceed the limits provided by the National Agreement, Article 10, Section 3.D. No employee will be allowed to select more than one period of consecutive days on each round.

The second and subsequent choices may be in or out of the choice period.

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.

SECTION 8. OFFICIAL NOTICE

When the vacation selection is completed, the results shall be posted in a conspicuous place in the workroom area. This shall be considered as official notice and not be removed.

SECTION 9. OTHER ANNUAL LEAVE AVAILABLE

After January 31, annual leave may be selected on a basis of time available. Annual leave outside that scheduled in the selection process will be on a first come, first served basis, with seniority deciding the question when two or more carriers apply at the same time for the same period. Carriers requesting annual leave outside the scheduling selection must submit Form 3971 in advance. Management will reply, indicating approval or disapproval, within two (2) working days, excluding Sundays and holidays, following timely submission of Form 3971.

Impasse Item

SECTION 10. PERIOD OF VACATION

Scheduled vacations shall begin on Monday and end on Sunday. The preceding Saturday will be granted if possible, based on the needs of the service.

SECTION 11. NUMBER OFF EACH WEEK

The number of the carrier complement that may be allowed off during each week of the choice period shall be thirteen percent (13%). In those instances where computing the thirteen percent (13%) 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.

Ten percent (10%) of the carrier complement shall be allowed off outside the choice vacation period. In those instances where computing the ten percent (10%) 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.

Impasse Item

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, NALC Grade 2 positions (carrier technicians), reserve positions, unassigned regulars, part-time flexibles, full-time flexibles and transitional employees.

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.

SECTION 12. CANCELLATIONS

There shall be no exchanges or trading of leave periods.

When management is notified (via PS Form 3971), vacated periods of weekly units shall be posted and assignment made by basis of seniority.

SECTION 13. EMERGENCY LEAVE

All requests for emergency leave shall specify the nature of the emergency and be presented to the postmaster or his/her designee 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 manner:

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 holiday or designated holiday -- by inverse seniority.
6. All other non-volunteer full-time regulars--by inverse seniority.

ARTICLE 12

REASSIGNMENT

In the event that the Kirkland installation expands to more than one carrier facility and should reassignment occur 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

LIGHT DUTY

SECTION 1. LIGHT DUTY ASSIGNMENTS

A light duty assignment should be granted to any employee qualifying under Article 13 of the National Agreement within the physical limitations and medical considerations of the individual.

An effort will be made to provide a light duty assignment within the employee's tour hours and basic workweek.

The work recovery program provided at PEDC may be considered a light duty assignment for letter carriers.

Management shall verbally notify local shop stewards of carrier requests for light/limited duty.

SECTION 2. CARRIER CRAFT LIGHT DUTY ASSIGNMENTS

Light duty assignments to be considered first are those normal duties, which are within the medical restrictions that the ill or injured employee may be able to perform and may include but are not limited to:

- A. Assisting routes by setting up mail.
- B. Marking up forwardable mail.
- C. Rewriting carrier route books.
- D. Redbooks (1621s) and re labeling carrier cases.
- E. Collections.
- F. Performing services on auxiliary mounted routes, which the ill or injured employee may be able to perform.
- G. Normal duties, which the ill or injured employee may be able to perform.
- H. Combine part-time hours for an eight (8) hour day and forty (40) hour week, if possible.
- I. Answer phones.

ARTICLE 14

SAFETY AND HEALTH

SECTION 1.

Guidelines for the curtailment or termination of Postal Operations to conform to orders of local authorities or as local conditions warrant because of emergency conditions.

The decision for curtailment or termination of Postal Operations to conform to the orders of local authorities, or as local conditions warrant because of emergency conditions, shall be made by the installation head. When the decision has been reached to curtail Postal Operations, to the extent possible, management will attempt to notify employees.

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. Management will ensure vehicles are washed **quarterly**. It is the ongoing responsibility of postal drivers to maintain the insides of their assigned vehicles in a clean and safe condition.

ARTICLE 17

REPRESENTATION

SECTION 1. LABOR-MANAGEMENT COMMITTEE MEETINGS

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 will be exchanged by the parties, as deemed appropriate, no later than one (1) day prior to the scheduled meeting. Additional discussion items may be introduced at the meeting.

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

SECTION 2. UNION ADDRESSING NEW EMPLOYEES

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

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.

All available slots east of the gate, currently 55, will be assigned to the carrier craft. The union will assign and monitor all carrier slots.

In the event that the needs of the service change, either increases or decreases, any adjustments will be made based on the proportional share to both crafts.

Section 3.

In the event an assigned space is not filled within 1/2 hour of latest regular scheduled carrier's start time, such space will be open for use by any Kirkland postal employee.

ARTICLE 41

LETTER CARRIER CRAFT

SECTION 1. POSTING

Regular city delivery carriers affected by an interchange of delivery area between regular city delivery routes in the Kirkland Post Office in which at least 50% of their original possible deliveries have not been retained may select which regular city delivery route, serving a portion of their original route they desire, by seniority.

SECTION 2. CHANGE OF STARTING TIME

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 3. DURATION OF POSTING

Vacant letter carrier positions will be posted for bid by 12:00 noon for seven (7) consecutive days.

SECTION 4. BID BOXES

A locked bid box will be placed at the time clock in each station. Bids, on the forms provided, must be deposited in the bid box by 9:00 AM on the eighth (8th) day. A shop steward or their designee shall be present at the opening of each bid box. A designated supervisor will collect bids from the bid box at 9:00 AM on the eighth (8th) day and submit them to the postmaster. Bids received cannot be recalled or changed except by written notice, placed in the bid box, prior to 9:00 AM on the eighth (8th) day.

SECTION 5. SUCCESSFUL APPLICANT

The senior letter carrier making application in the prescribed manner will be assigned to the route or position. Should there be service considerations, which prevent assignment of the senior applicant, he or she will be notified in writing as to the reason.

SECTION 6. TIME OF ASSIGNMENT

The successful bidder shall be placed in the new assignment within fifteen (15) days of the closing of bids unless on leave, except that during the month of December, he or she may be placed in the new assignment on the first work day in January.

SECTION 7. UNBID ROUTES

Letter carrier positions for which no bids are received shall be filled through assignment by the postmaster by 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.

SECTION 8. UNBID ROUTES

In the case of more than one unassigned route and/or position, the senior unassigned carrier shall have their choice of unassigned routes, the second senior the next choice, etc.

SECTION 9. DRIVER QUALIFICATION

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.

SECTION 10. 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. Requests for a mutual exchange shall be submitted to the postmaster or designee, in writing. Such requests must be approved by action of Branch 79, National Association of Letter Carriers and the postmaster.

SECTION 11. POSTING OF TEMPORARY VACANT POSITIONS

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.

B. Eligible full-time reserve, unassigned regular, part-time flexible and city carrier assistant letter carriers may indicate on a standard form their preference for such assignments until noon on the Monday prior to the commencement of the assignment.

C. The senior carrier having indicated their preference shall be notified that they have been awarded the assignment by posting the Tuesday prior to the commencement of the assignment.

D. If an assignment becomes vacant after the Monday posting period, but before an assignment commences, management shall post the vacancy for twenty four (24) hours and award the assignment to the senior available employee, whom is not already encumbered by an opt and who expresses a preference.

SECTION 12. MISCELLANEOUS PROVISIONS

O. 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.

ARTICLE 43

DURATION

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into on 11/2/17, at Kirkland, Washington, between the representatives of the United States Postal Service and the designated agent of NALC Branch 79, pursuant to the Local Implementation Provisions of the 2016 National Agreement with the National Association of Letter Carriers.

This Local Memorandum of Understanding shall be in full force and effect until midnight September 20, 2019, unless extended by agreement between the parties at the National level. The terms of this Memorandum of Understanding are subject to the grievance procedure as contained in the National Agreement.



RM/V10/2018

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