

**2016 - 2019**

**Mercer Island**

**Local**

**Memorandum**

**Of**

**Understanding**

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into on 11/14/17 at Mercer Island, 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.

In Witness Whereof:

U. S. Postal Service

by Cindy McCracken

Cindy McCracken  
Postmaster  
Mercer Island Post Office  
United States Postal Service

Branch 79, NALC

by Bj Hansen

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

## TABLE OF CONTENTS

	PAGE
1 - Union Recognition	4
7 - Employee Classifications	5
8 - Hours of Work	6
10 - Leave	8
11 - Holidays	12
12 - Reassignment	13
13 - Assignment of Ill or Injured Employees	14
15 - Grievance Procedure	15
17 - Representation	16
20 - Parking	18
22 - Bulletin Boards	19
26 - Uniforms and Work Clothes	20
41 - Letter Carrier Craft	21

## ARTICLE 1

### RECOGNITION

#### Section 1.

The postmaster, Mercer Island, Washington (hereinafter referred to as employer) recognizes Branch 79, National Association of Letter Carriers, AFL-CIO (hereinafter referred to as the union), as the exclusive representative of all the 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 Mercer Island Post Office installations and facilities for which the National Association of Letter Carriers, AFL-CIO, has been recognized as the national exclusive bargaining representative at the national level with respect to wages, hours of employment, and other terms and conditions of employment, unless otherwise superseded by terms of the 2016 National Agreement.

#### Section 3.

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 2016 National Agreement.

## 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 president of Branch 79 shall receive written notice upon the consideration of combining work in different crafts to make full-time assignments.
- B. Written notification shall be given the shop steward or, if the shop steward is absent, the alternate 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 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, appropriate records will be maintained on a standard form and posted at each work location.
- C. For the purpose of this section, work location shall be defined as a carrier unit under the direct supervision of one station manager. Equitable shall be defined to mean that employees on the overtime desired list shall receive equal opportunities to work equal hours of overtime within each quarter.
- D. The manager and shop steward shall review the overtime records at the request of the shop steward.
- E. Two weeks prior to the beginning of the quarter, management will post an "Overtime Desired List" providing for signatures of those newly volunteering to work overtime or those carriers changing between lists.

#### **Section 2.**

When overtime or auxiliary assistance has been requested by the carrier, the supervisor shall notify the carrier one hour prior to their leaving time whether auxiliary assistance or overtime is approved or whether mail shall be curtailed.

**Section 3.**

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

**Section 4.**

All regular routes/assignments presently on a rotating work schedule shall continue on a rotating work schedule as long as the Postal Service remains on a six day delivery schedule.

**Section 5.**

Letter carriers shall have at least two (2) reasonable wash-up periods per day.

**Section 6.**

In the event a NALC Grade 1 carrier is called in on their scheduled day off they will not displace the carrier technician. The Grade 1 carrier will perform other carrier work as assigned by management.

## ARTICLE 10

### LEAVE

#### Section 1. Annual Leave

- A. In scheduling of annual leave, the choice period will be considered as the full week containing April 1st through the week containing Labor Day.
  
- B. 1. Delegates to National Association of Letter Carrier's state and national conventions, 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 management by December 15 of the number of delegates to such conventions and the dates involved. One slot for union delegates to attend the above mentioned union functions will not be posted on the Annual Leave calendar. Any additional union leave requests will be posted on the Annual Leave calendar prior to carriers selecting Annual Leave and will count toward the branch's quota.
  
- 2. Military leave, jury duty, and other civic duties shall not be charged to an employee's choice vacation period nor charged against the branch quota as determined in 1.H.
  
- C. Seniority will be used in the selection of vacation in the choice period. Basis for seniority shall be the current pay location wide seniority lists.
  
- D. Selection of annual leave shall begin on December 15 and shall be completed within thirty (30) days, each employee being given a maximum of two (2) days to make his or her choice.

Each employee shall have an opportunity to select a first choice, which must be in the choice period. Such unit of vacation is to be a period of consecutive working days not to exceed the limits provided in the National Agreement. (No employee will be allowed to select a second choicer until all employees have had an opportunity to select a first choice.)



After each employee has had a first choice, a second round shall begin with subsequent rounds until the time available is either exhausted or the employee indicates no further desire to select.

When vacation selection is completed, the results shall be posted in a conspicuous place in the workroom area and updated regularly. This is considered to be the official notice. After the selection period, leave shall be granted in accordance with Section 1. H. of this Article.

- E. There shall be no exchanges or trading of leave periods. Vacated periods will be posted and assignment made by basis of seniority.
- F. 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.
- G. Scheduled vacations during the year shall begin on Monday and end on Sunday. The Saturday **and Sunday** preceding the scheduled vacation period will be granted, if possible.

H. 1. **Selection Period Guarantees**

During the selection period referred to in Section 1. D.:

Eighteen percent (18%) of the carrier complement as of December 1st of each year shall be allowed off during the choice period. In those instances where computing the eighteen percent (18%) does not result in a whole number, and the fractional result is higher than .5, the next whole number shall be considered the correct figure.

Eight percent (8%) of the carrier complement as of December 1st of each year shall be allowed off outside of the choice vacation period. In those instances where computing the eight percent (8%) does not result in a whole number, and the fractional result is higher than .5, the next whole number shall be considered the correct figure.

Complement will be the number of positions allotted to a particular delivery unit, including regular routes, reserve positions, **carrier technician** positions, part-time flexibles, and full time flexibles.

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.

## **2. Guarantees After The Selection Period (Incidental Leave)**

After the selection period referred to in Section 1. D. :

Eighteen percent (18%) of the carrier complement as of December 1st of each year shall be allowed off, for a partial day or more, during the choice period. In those instances where computing the eighteen percent (18%) does not result in a whole number, and the fractional result is higher than .5, the next whole number shall be considered the correct figure.

Eight percent (8%) of the carrier complement as of December 1st of each year shall be allowed off, for a partial day or more, outside of the choice vacation period. In those instances where computing the eight percent (8%) does not result in a whole number, and the fractional result is higher than .5, the next whole number shall be considered the correct figure.

Complement will be determined in accordance with Article 10.H.1 above.

The guarantees for incidental leave after the selection period do not apply during weeks that contain a holiday, except the week containing Christmas Day, which shall be guaranteed eight percent (8%); however such leave requests during holiday weeks will be considered and may be granted at the discretion of management. The eight percent (8%) guarantee shall revert to five percent (5%) with a .1 kicker at close of business, Tuesday preceding the leave week.

- I. Annual leave requests granted in other than the selection period 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.

Management will reply promptly indicating approval or disapproval on Form 3971 within, but not later than forty eight (48) hours, following submission of Forms 3971.

- J. If a request for leave has been made prior to the scheduled day and is granted, the employee must be given this leave.

**Section 2.**

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

## ARTICLE 11

### HOLIDAYS

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

1. Part-time flexibles.
2. Full-time regulars who volunteer to work on their holiday or day designated as 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

### PRINCIPLES OF SENIORITY, POSTING AND REASSIGNMENT

#### Section 1. Reassignment

Reassignment 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.

After consultation with the union, management shall provide a light duty assignment for any carrier who is qualified under Article 13 of the National Agreement.

#### Section 2.

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 shall include but are not limited to:

- (a) Marking up forwards.
- (b) Red books (1621s) and labeling cases.
- (c) Rewriting and repairing carrier route books.
- (d) Normal carrier and clerk 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).

**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 the 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, in summary form, will be provided to the union president or his or her designee by 4:00 P.M. the second day following the meeting for the review prior to distribution. Corrections and/or exceptions noted by the union president shall be referred to the postmaster, within two days, for resolution. Each party shall date and sign a draft copy for retention in the records. The final version shall include a typed notation of the names of the representatives of each party who signed the draft copies and the date on which the signatures were affixed. 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 and/or his or her designee, including designated shop stewards, shall be afforded due recognition by all supervisory personnel and management officials in the Mercer Island Post Office as required in Article 17 of the National Agreement.

**Section 3.**

A union representative, designated by the president of Branch 79, shall be allowed reasonable time to address new employees within the first 30 days of employment at the Mercer Island Post Office.

**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 insure that all notices meant for posting, including local written policies, minutes of local meetings and safety bulletins pertaining to the Letter Carrier craft will, in fact, be posted on official bulletin boards.

A copy of each notice shall be sent to the union office prior to or at the time of posting.

## ARTICLE 20

### PARKING

#### Section 1.

Agents of the National Association of Letter Carriers on official business may use available carrier or other parking spaces authorized by management.

#### 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 and shall be adjusted bi-annually in January and July.

Enforcement of this program will be an internal function of the union through the shop steward.

**ARTICLE 22**

**BULLETIN BOARDS AND  
LITERATURE RACKS**

**Section 1**

Subject to the conditions of Article 22 of the National Agreement, one bulletin board shall be provided by management at every location.

ARTICLE 26

UNIFORMS

Section 1.

- A. Summer or winter uniforms may be worn year round.
  
- B. Ties may be worn with the winter uniform or when wearing an outer garment. Raincoats and wind-breakers shall not be considered outer garments for the purpose of wearing a tie.

## ARTICLE 41

### LETTER CARRIER CRAFT

#### Section 1.

A change in 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.

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

#### 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 the end of the scheduled tour which the majority of Mercer Island routes are assigned, on the Friday following the posting of the vacancy.
- B. Bids received at the office of the postmaster cannot be recalled or changed except by letter received at that office prior to the closing of the bids.
- C. The shop steward or his or her designee shall be present at the opening of the bid box.

#### Section 4. Assignment of Bid Positions

- A. The senior letter carrier making application in the prescribed manner will be assigned to the route or position. Should there be a service consideration which prevents assignment of the senior applicant, he or she will be notified in writing as to the reason.
- B. The senior applicant for a vacant assignment shall be placed in the new assignment within fourteen (14) days of the closing of bids, unless on leave, except that during the month of December he or she shall be placed in the new assignment on the first work day in January.

- C. The successful senior qualified bidder will be allowed an opportunity to accompany a carrier on the route bid prior to assignment to the route, if he or she so requests.
- D. When there is no bid, the assignment of an unassigned regular shall be by inverse seniority (juniority).

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

**Section 5.**

- A. 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.
- B. 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 ninety (90) working days to demonstrate standard office time, with possible extension in individual cases in either event.
- C. 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.

**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 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 12:30 P.M. on the Tuesday prior to the posting of the schedule.

- C. The senior carrier having indicated his or her 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.
- D. The provisions above shall not apply where assignments become available upon less than seventy-two (72) hours notice. In such circumstances, management shall inquire as to the preference of each eligible employee and award the assignment to the senior employee who indicates a preference.

**Section 7. Mutual Exchange**

Mutual lateral exchanges of assignment between carriers or Carrier Technicians (NALC Grade 2) within the installation 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 in writing. Such requests must be approved by action of Branch 79, National Association of Letter Carriers.

**Section 8**

City carrier assistants must not be employed to the detriment of part-time flexible employees.

**Section 9**

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.