

2016 – 2019

Redmond

Local

Memorandum

Of

Understanding

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ARTICLE 1

RECOGNITION

Section 1.

The postmaster, Redmond, 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 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 Redmond 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level with respect to wages, hours of employment, and other terms and conditions of employment, unless otherwise superseded by terms of the 2016 National Agreement.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 to 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

Employment and Work Assignments

The employer will give notification of 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 will 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 of assignment of employees from one craft to another due to light or heavy work load periods.

ARTICLE 8

HOURS OF WORK

Section 1.

Overtime shall be scheduled according to an "Overtime Desired" list (ODL) maintained at each separate carrier station.

In order to assure that overtime will be scheduled on an equitable basis, appropriate records will be maintained on a standard form and updated and posted at each station. A telephone call, with voice to voice contact to the employee, shall be considered an opportunity and shall be so noted on the overtime tracking sheet.

For the purpose of this section, work location shall be defined as station.

The supervisor and the shop steward shall review the overtime records at the request of the shop steward.

Two weeks prior to the beginning of the quarter, the employer shall announce and post a standard form for signature of those volunteering for the "Overtime Desired" list (ODL).

Section 2.

The assigned carrier technician shall work the duty assignment in the posted rotation, except when the assigned carrier is called in to work their non-scheduled day. In that event the following applies:

- 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.

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

Section 5.

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

Section 6.

All regular letter carriers at the Redmond Post Office shall be on a rotating work schedule. Future exceptions shall be by mutual agreement between management and Branch 79 only.

Section 7.

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.

ARTICLE 10

LEAVE

Section 1. Annual Leave

- A. In the scheduling of annual leave, the choice period will be considered as all fifty-two (52) weeks in the leave year.
- B. (1) Delegates to National Association of Letter Carrier 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. Management will contact the NALC Branch president prior to the commencement of leave sign up on December 1 and find out to the extent known from him or her the dates of all conventions, seminars and conferences and the number of local delegates attending each function. Based on this information, management will block out a corresponding number of vacation slots for these time periods. If at a later date, prior to January 15, it is found that these slots will not be used they will then be offered to all carriers by seniority. After January 15 they will be offered first come, first served.
- (2) Military leave, jury duty, and other civic duties shall not be charged to an employee's choice vacation period.
- C. In each station or branch, seniority will be used in the selection of vacation. Basis for seniority will be current city-wide seniority list.
- D. Selection of annual leave shall begin on December 1 and be completed within 45 days, each employee being given a maximum of two days to make a choice on each round. When the employee is notified that their initial choice is not available in a round, they will be given a maximum of 24 hours from the time notified to make another choice for that round. All such requests shall be submitted on a PS Form 3971.

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.

Each employee may select a first choice. 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 two separate units until all employees have had an opportunity to select a first choice.) 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.

If slots remain available after the sign up period, those slots will be available on a daily basis up to the percentages allowed off during each week throughout the year.

After the annual leave selection process is completed for the leave year, additional requests for annual leave must be submitted by at least noon of the day the schedule is posted for the week(s) in which the leave falls.

If leave requests are submitted after this time frame, management will still approve, to the extent possible, requested leave in accordance with this section.

- E. The maximum number off during the choice period shall be fifteen percent (15%) of the career letter carrier complement on the rolls as of December 1 when the leave selection commences. 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. The decision on leave requests shall be made within 48 hours.

Impasse Item

Complement will be determined by the number of letter carriers and/or letter carrier positions allotted to a particular delivery unit including, but not limited to, regular routes, NALC Grade 2 positions, reserve positions, unassigned regulars, PTFs and full-time flexibles.

Impasse Item

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.

- F. There shall be no exchanges or trading of leave periods. Vacated periods shall be posted and assignment made by basis of seniority.
- G. Any employee transferring from one station to another station within the Redmond Post Office shall be granted the annual leave as previously chosen in the station from which the employee transferred.
- 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.

Section 2. Emergency Leave

All requests for emergency leave shall specify the nature of 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 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. 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, AND REASSIGNMENTS

Section 1.

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

ASSIGNMENTS OF ILL OR INJURED EMPLOYEES

Section 1.

A light duty assignment, to the extent possible, will be granted to any employee qualified under Article 13 of the Agreement, within the physical limitations and medical considerations of the individual.

Every effort must be made to provide a light duty assignment within the employee's tour hours and basic work week.

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 may include but are not limited to:

1. Marking up forwards.
2. Labeling cases.
3. Rewriting and repairing carrier route books.
4. Normal carrier duties which the ill or injured employee may be able to perform.
5. All foot collection routes.

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 shall serve as a committee member.

Branch 79 and the employer endorse and actively support the rules and regulations promoting safety and health. The committee will meet at least quarterly, or as requested by a committee member and approved by the chair in order to discuss significant problems or items.

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. The employer will provide litter bags so that the vehicle interior can be kept free of litter.

Section 4. Hazardous Conditions.

No carrier will be required to travel from home to the work location, or drive a Postal Service vehicle at any time when the Washington State Patrol has declared a "do not travel" warning in the area the employee must traverse either to reach the work location or to deliver the mail. An employee unable to report for work due to these conditions shall be given administrative leave.

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.

- A. 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.

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

Section 2.

The president and/or 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 Redmond Post Office as required in Article 23 of the National Agreement.

Section 3.

The president of Branch 79 shall be notified at least 24 hours prior to any pre-employment craft orientation program for new employees. A shop steward of Branch 79 shall be allowed reasonable official time to meet with all new letter carrier craft employees during their first week of physical presence at the Redmond 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 changes in policy or procedure.

Section 5.

Management will insure that all notices meant for posting, including safety bulletins, Regional 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).

Section 6.

The employer at the local level will determine the policy for 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 Branch 79.

Section 7. Inspection of Personnel Jacket.

A letter carrier shall, upon request, have the right to inspect their personnel files kept by the Postal Service at reasonable times.

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 or employee parking areas not to exceed two spaces.

Section 2.

Management will make available as many employee parking spaces as possible. Clerk and carrier craft allotments of the available 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 April 1st or the first work day thereafter. The spaces made available to letter carriers will be assigned to individual employees on the basis of seniority within the stations. Senior carriers bidding into a station will be assigned a city carrier parking space based on seniority even it means bumping a junior carrier from an assigned parking space. In those instances where the employee parking spots are pre-empted for Christmas operations, they will be reverted on the basis of inverse seniority.

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 applicable state and federal regulations, it shall be discussed with the local union. Any unagreed 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 management at every location where letter carriers are domiciled. The size of the bulletin boards will be a minimum of 48" X 48".

ARTICLE 26

UNIFORM AND WORK CLOTHES

Summer uniforms shall be worn from the start of daylight time to the end *of* daylight time: other times uniform wear is optional (either summer or winter uniform).

ARTICLE 41

LETTER CARRIER CRAFT

Section 1. Posting

- A. 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 of more than one hour unless the union, management, and the involved carrier concur.
2. All regular carriers will be on a rotating schedule.
3. Letter carrier positions for which no bids are received shall be filled through assignment by juniority of unassigned full-time carriers.

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

- B. 1. Vacant letter carrier positions will be posted from 10:00 a.m. Wednesday through 8:00 a.m. Tuesday.
2. Locked bid boxes will be placed in all carrier stations. Bids on the forms provided must be deposited in such bid boxes by 8:00 a.m. on the Tuesday following posting of the bids. At the carrier's option, bids may be deposited in such bid boxes by the shop steward or designee. A designated supervisor will collect bids after the closing time and submit to personnel. A shop steward or their designee shall be present at the opening of the bid boxes. If a bid package has been received by the office of personnel from a particular station, it will be assumed that the package constitutes all bids submitted at that particular station.
3. Bids received at the office of the postmaster cannot be recalled or changed except by letter received at that office prior to the closing time of the bidding.

4. 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.
- C. 1. The senior, eligible 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 as soon as possible, in writing, as to the reason.
2. The senior applicant for a vacant assignment 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 they shall be placed in the new assignment on the first work day in January.
 3. 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.
 4. A successful NALC Grade 1 bidder will be given thirty (30) working days, or the 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.
 5. 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 employer in writing. Such request requires approval by action of Branch 79, National Association of Letter Carriers before it shall be effective.

Section 2. Seniority

- A.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.
2. Eligible full-time reserve, unassigned regular, full-time flexible, part-time flexible and

city carrier assistant letter carriers may indicate on a standard form their preference for such assignments by 9:00 A.M. on Tuesday before an assignment commences.

3. 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.
4. If an assignment becomes vacant after posting the schedule but 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.

B. 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.

- C. An updated roster listing 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. Christmas Operation

Prior to November 15, representatives of management and three (3) representatives of the unions shall meet concerning policies to be established for the upcoming Christmas Operation. This will not preclude additional and separate meetings with all shop stewards for explanation and clarification of Management's policy on the Christmas Operation.

Section 4. 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.


ARTICLE 43

SEPARABILITY AND DURATION

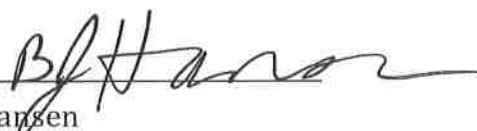
MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into on 11/13/17 at Redmond, 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.

By: 

Simratpal Singh
Postmaster
Redmond, Washington
United States Postal Service

By: 

BJ Hansen
President, Branch 79
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