2016 – 2019

Auburn/Twin Lakes

Local

Memorandum

Of

Understanding

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING constitutes agreement between Branch 79, National Association of Letter Carriers, AFL-CIO, and the United States Postal Service at Auburn, WA 98002.

This MEMORANDUM OF UNDERSTANDING is entered into on 12/4, 2017 at Auburn, WA 98002 between the Postmaster of the Auburn Installation and the President of Branch 79, National Association of Letter Carriers, AFL-CIO, pursuant to the local implementation provision of the 2016 National Agreement.

In witness whereof the parties hereto affix their signatures below on 12/4, 2017.

Susan R Chacko

Susan Chacko
Postmaster
Auburn Post Office
United States Postal Service

BJ Hansen

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

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ARTICLE 1

UNION RECOGNITION

SECTION 1. UNION

The Auburn installation, (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 the Letter Carrier Craft at the Auburn installation.

ARTICLE 7

EMPLOYEE CLASSIFICATIONS

SECTION 1. DEFINITION AND USE

A. The union shall be notified immediately of the hiring of any non-career employees under Article 7 Section 1.B.

SECTION 2. EMPLOYMENT AND WORK ASSIGNMENTS

A. The president of Branch 79 shall receive written notice upon consideration of combining work in different crafts to make full-time assignments.

B. Notification shall be given to the shop steward when the crossing of craft lines is involved to fill out an employee's assignment.

SECTION 3. EMPLOYEE COMPLEMENTS

In order to implement Article 7, Section 3, the employer will review carrier complements periodically. The purpose of this review will be to maximize the number of full-time employees and minimize the number of part-time employees who have no fixed work schedules. The union and the employer will include this item on agendas of Labor-Management meetings for the purpose of discussion and study, with the view of enabling the employer to comply with this National policy.

ARTICLE 8

HOURS OF WORK

SECTION 2. WORK SCHEDULES

The basic work week of full-time carriers regularly assigned to assignments with eight-hour schedules, six days per week, will be on a rotating work cycle. Any full time assignment that does not fit into the eight (8) hour schedule, six days a week, will be an exception and have a fixed day off.

SECTION 3. MISCELLANEOUS PROVISIONS

1) 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 and provided the carrier technician agrees to be moved to the vacant route. Otherwise, the carrier working on a non-scheduled day will be assigned other carrier work.

2) A carrier technician carrier 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.

3) 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.

SECTION 5. OVERTIME ASSIGNMENTS

Separate overtime desired lists will be established at each facility of the Auburn installation.

In order to ensure that overtime will be scheduled on an equitable basis to those employees on the overtime desired lists, appropriate records will be maintained on a standard form, updated and posted on a weekly basis at each facility of the Auburn installation.

SECTION 9. WASH-UP TIME

Reasonable wash-up time will be allowed three (3) times daily.

ARTICLE 10

LEAVE

SECTION 4. VACATION PLANNING

A. The choice vacation period will be from the beginning of the first full week in February to the beginning of the first full week of February of the subsequent year.

B. The vacation period will begin on Mondays and end on Sundays.

C. The union will advise the employer by December 7, of the number of delegate(s) that will be attending the NALC functions during the current year, and the dates thereof. This time will not be considered as part of the employee's choice vacation period.

D. The maximum number of employees at each carrier facility of the Auburn Installation, who shall receive leave each week during the Choice Vacation Period will be:

10% - First full week in January through the last full week of November.

6% - The period after the % above ends and before the below % starts.

8% - First full week after December 25 up to the first full week of January.

E.1. In those instances where computing each percentage does not result in a whole number and the fractional result is .3 or higher, the next whole number shall be the correct figure.

2. For percentage purposes, the carrier complement will be determined during the first workday of December. The 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.

In the event of a disputed determination of 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.

F. Leave will be applied against the percentages agreed upon for the office in the following order during the choice vacation selection process:

1. Leave taken for union functions.
2. Vacation selection rounds set forth in Article 10 Section 3 of the National Agreement.

G. Leave taken for union functions will not be considered as part of the employee's choice vacation period. Leave taken for union functions will be applied against the percentages agreed upon for the office. Furthermore, leave taken for union functions will be applied against open/vacant leave spaces but will not be used to cancel previously approved annual leave.

H. Employees will notify management once they become aware of commitments which require either Jury Duty or Military Leave.

I. Leave for the VOMA, when the VOMA comes from the carrier craft, will also be applied against the percentages agreed upon for the office.

At the end of each round of vacation selection by career carriers, CCAs will be allowed an opportunity, by relative standing, to make vacation selections where there are vacation slots that have not already been selected. These selections will be contingent upon the CCA having sufficient leave balance at the time the leave is taken.

In each week that a CCA selects leave, one additional leave slot will be added for Career Carriers, this will be limited to one additional slot per week. If a CCA does not have sufficient annual leave balance to cover the entire leave period, the CCA will be required to vacate that leave slot. Any leave slot vacated by a CCA for any reason once vacated is no longer available for a career carrier to select.

SECTION 5. ANNUAL LEAVE SELECTION PROCESS

A.1 Beginning on December 7th of each year, the employer shall pass a separate calendar at each carrier facility of the Auburn installation, among employees in the order of seniority standing, in the carrier craft, at that office, for the purpose of scheduling vacations during the choice period. Employees will be on the calendar where the major portion of their duties are performed. Management will finalize the vacation scheduling by January 15.

2. An employee undecided as to their choice at the time he or she is reached on the seniority list may be passed over at the beginning of tour on the next business day. He or she will then be considered at any later date when he or she is ready to select their choice period, but that choice will be limited to remaining vacant periods open at that time.

B. Once the employee makes their selection during the choice period, a PS Form 3971 must be submitted in duplicate. After approval or disapproval, the employer will return the completed duplicate copy of the PS Form 3971 to the

employee within 2 work days. This will serve as official notification of approval or disapproval.

C.1. Carriers will not have the option of splitting their selections in reference to Article 10.3.D.3 of the National Agreement. Each letter carrier will be offered the opportunity to make a first selection during the choice period. The first selection should not exceed the limits provided for in Article 10.3.D of the National Agreement.

2. 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. After each employee has had a first selection, a second round shall begin with subsequent rounds until the slots are exhausted or the employees indicate no further desire to select.

D. For the convenience of the employees, a wall chart will be posted by the employer.

SECTION 6. LEAVE AFTER SELECTION PROCESS

A. After all vacations have been scheduled in the selection period, any employee may apply for and be granted additional annual leave in units of one (1) day or more up to the percentages agreed upon for the office.

B. Requests will be considered on a first come, first serve basis. If more than one request is received at the same time and for the same period, then seniority will prevail.

C. Annual leave requests received after the schedule is posted will be regarded as an incidental leave request and may be approved or disapproved at the discretion of management.

D. Management will reply promptly indicating approval or disapproval within, but no later than, two (2) working days following submission of Form 3971.

SECTION 7. MISCELLANEOUS

A. There shall be no exchanges or trading of leave periods. Vacated periods will be promptly posted for three days, if possible, and awarded on basis of seniority.

B. Any employee transferring from one facility in the Auburn installation to another shall be granted their leave as previously chosen in the facility from which they transferred.

ARTICLE 11

HOLIDAYS

SECTION 6 HOLIDAY SCHEDULE

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. City carrier assistants.

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

PRINCIPLES OF SENIORITY, POSTING AND REASSIGNMENT

SECTION 5. 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 WORKFORCE EMPLOYEES

SECTION 1. INTRODUCTION

The union and the employer agree to establish a standing Light Duty Committee, to be composed of equal members from both parties. The union shall designate its members to this committee.

The purpose of this committee will be to determine the needs of the employee requesting a light-duty assignment, then try to establish an assignment commensurate with the employee's abilities.

Management agrees to put all incapacitated carriers on light-duty assignments when it is determined that they are eligible and when it is possible to schedule work that they can accomplish. This does not include make-work assignments, and will be accomplished in accordance with the National Agreement.

ARTICLE 14

SAFETY AND HEALTH

It is recognized by both parties that on occasion, emergency conditions may exist which would encourage the employer to consider the curtailment of mail. In cases of such emergency conditions, the employer will, prior to making a decision to curtail the mail, take into consideration such factors as:

1. The safety and health of its employees.

2. Historic movement of the mails (in spite of rain, sleet, snow, etc.).

3. The degree of emergency as stated by and acted upon by responsible governmental authorities.

4. The requirements and reactions of its customers to the emergency.

5. The accessibility of postal operations and its customers to the employer and employee.

Prior to taking action to curtail the mail, the Employer will notify the Union of its decision and plan of implementation.

ARTICLE 17

REPRESENTATION

SECTION 5. LABOR MANAGEMENT MEETINGS

1. Labor-Management meetings will be scheduled as necessary for the purpose of discussing, exploring and considering matters of mutual concern. Meetings will be held on a time and date mutually agreeable.

2. Normally the meetings will consist of three (3) persons from each party to be named with the exchange of agenda items. It is agreed that agenda items for the meetings will be exchanged between the union and the employer at least 24 hours in advance.

3. Minutes of these meetings will be prepared by management and be subject to signature of both parties. (Parties may mutually agree to waive official minutes.) One copy of the minutes will be posted and another copy will be furnished to the Union.

Employees will be kept informed of their rights and of changes in policies and procedures, by discussions on the workroom floor, written notices, and other means.

The steward may use the office telephone, subject to business conditions and approval from their supervisor, in their work of investigating and adjusting grievances. No toll calls may be charged to the Postal Service.

ARTICLE 20

PARKING

Available parking spaces will be on an office-wide seniority basis among all bargaining unit employees at each separate facility. Parking spaces will be clearly marked.

ARTICLE 41

LETTER CARRIER CRAFT

SECTION 1. POSTING

A. No route will be posted for bid because of any change in starting time or duty assignment.

B. Vacant letter carrier positions will be posted for bid on a Saturday through Saturday basis. Bids, on forms provided, will be deposited in bid boxes at a designated point within each unit during the posting period. In instances where several assignments are posted, a letter carrier may bid for as many assignments as are posted, stating preference on Bid Form 1717.

The bid boxes shall remain locked until expiration of the posting, then opened in the presence of a shop steward or, in his or her absence, their designee(s).

An employee who has submitted a bid shall have the right to withdraw, in writing, anytime, but not later than closing time (hour and date) of the posting. Copies of all bid notices will be provided to the president of Branch 79.

All route vacancies will be posted on an installation wide basis using installation wide seniority.

When an absent employee has so requested in writing, stating the address for mailing, a copy of any notice inviting letter carrier bids shall be mailed to the employee.

SECTION 2. SENIORITY

A. An opting chart will be the method used for making known the availability of temporary assignments of an anticipated duration of five (5) days or more.

The opting chart will be the method used for submission of preference for such assignments to the delivery unit to which the employees are assigned.

8:00 AM Monday will be the cutoff time for submission of preference by those employees wishing to be considered for available craft duty assignments of anticipated duration of five (5) days or more beginning the work week of the following Saturday.

If an assignment becomes vacant after the Monday posting period, but before an assignment commences, management shall announce the vacancy and award the assignment to the senior available employee who expresses an interest.

B. Each seniority roster will be dated and numbered consecutively from 1 . . , and will be updated semi-annually.

SECTION 3. MISCELLANEOUS PROVISIONS

O. ABOLISHMENT OF ROUTE(S) OR FULL-DUTY ASSIGNMENT

When a letter carrier route or full-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.