

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING is entered into on October 29, 2007, at Issaquah, Washington, between the Representatives of the United States Postal Service and the Designated Agent of Branch 79, National Association of Letter Carriers, AFL-CIO pursuant to local implementation provisions of the 2006 National Agreement.

In Witness thereof:

Employer

Union

By: _____

Marv Hertzberg

Postmaster

United States Postal Service

Issaquah, Washington

By: _____

Jo Ann Pyle

President, Branch 79

National Association of

Letter Carriers, AFL-CIO

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ARTICLE 1

UNION RECOGNITION

Section 1.

The Postmaster, Issaquah, 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 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 Issaquah, Washington Post Office, Installation and Facilities for which the National Association of Letter Carriers, AFL-CIO, has been recognized as the national exclusive 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level with respect to wages, hours of employment and other terms and conditions of employment, unless otherwise superseded by terms of the 2006 National Agreement.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 2006 National Agreement.

ARTICLE 8

HOURS OF WORK

Section 1. Overtime Work

Overtime shall be administered in accordance with Article 8, Section 5, language with the exception of Sub-paragraph C-1, of the National Agreement as it relates to the Letter Carrier Craft, and the "overtime desired" list shall be followed on an office-wide basis. Those employees wishing to work more than ten (10) hours in a day may so indicate by placing an asterisk by their name.

Section 2. 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 3. Work Week

During the term of this Local Agreement, the regular work week will be on a rotating days off schedule. Future exceptions shall be by mutual agreement between Management and Branch 79 only.

Section 4. 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 or reserve carrier), on their string if no other vacancy exists on their string.

Section 5. Wash-up Time

Letter Carriers shall be granted such time as is reasonable and necessary for washing-up after performing dirty work.

ARTICLE 10

LEAVE

Section 1. Annual Leave

- A. In the scheduling of annual leave, the choice period will be considered as starting with the week containing April 1st and continuing for 30 consecutive weeks.
- B. 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 January 2nd, of the number of delegates to such conventions and the dates involved.
- C. Jury Duty
Letter Carriers on jury duty during the choice vacation period shall not have this time charged against their choice vacation period and shall be eligible for another available period within the choice period.
- D. 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.
- E. In the Issaquah Post Office, seniority will be used in the selection of vacation during the 30 day selection period. Basis for seniority shall be the current city-wide seniority list.

F. Selection Period

Selection of annual leave shall begin on January 2nd and shall be completed within 30 days.

- G. 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.

Each employee 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.

Each choice after the first choice, may be in or out of the choice period. Slots remaining available after the initial sign up period will be available on a daily basis up to the numbers allowed off by this LMOU.

H. 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.

- I. Scheduled vacations during the year shall begin on Monday and end on Sunday.

J. The maximum number of the Carrier complement off during each week of the choice period shall be determined by the total of Carrier complement on January 1st of each year:

- 1 to 9 carriers - 1 off each week
- 10 to 18 carriers - 2 off each week
- 19 to 27 carriers - 3 off each week

The number that shall be allowed off during each week outside of the choice vacation period shall be:

- 1 to 18 carriers - 1 off each week
- 19 to 36 carriers - 2 off each week

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.

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.

K. 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.

L. There shall be no exchanges or trading of leave periods. Vacated periods shall be posted and assignment made on the basis of seniority.

M. The decision on a leave request shall be made within 72 hours after submitted.

ARTICLE 11

HOLIDAYS

Management will select Carriers to work on holidays in the following order:

- (1) Casuals.
- (2) Part-time flexibles.
- (3) Full-time regulars who volunteer to work on their holiday or day designated as a holiday - by seniority.
- (4) Transitional employees.
- (5) Full-time regulars who volunteer to work on their non-scheduled day - by seniority.
- (6) Full-time regulars who did not volunteer on what would otherwise be their non-scheduled day - by inverse seniority.
- (7) 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

Section 1. Principles of Reassignments

Reassignments within the installation of employees excess to the needs of a section shall be administered in accordance with the provisions of Article 12, Section 5.C.4. of the National Agreement.

ARTICLE 13

ASSIGNMENT OF ILL OR INJURED REGULAR WORK-FORCE EMPLOYEES

Section 1.

An available light duty assignment should be granted to any employee qualified under Article 13 of the Agreement, within the physical limitations and medical consideration 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 shall include but not be limited to:

- A. Marking up forwardable mail.
- B. Red books (1621s) and labeling cases.
- C. Rewriting carrier route books.
- D. Normal carrier duties which the ill or injured employee may be able to perform.
- E. Collection routes.
- F. DPS station inputs (vacation holds and COA data entry).

ARTICLE 41

LETTER CARRIER CRAFT

Section 1. Change of Assignments

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 2. Advertisement

Vacant Letter Carrier positions will be posted for bid in accordance with the National Agreement and shall be posted for a minimum of seven (7) days.

Section 3. Bidding

- A. A locked bid box will be placed in the Carrier section. Bids, on forms provided, must be deposited in such bid box.
- B. Bids, once made can not be recalled or changed except by letter received at the office of the Postmaster prior to the closing of the bidding.
- C. The Shop Steward or his or her designee and the designated manager shall be present at the opening of the bid box.

Section 4. Notice of Bid Results

All official notices as to positions posted for bid and results from those bids will be sent to the office of Branch 79.

Section 5. Mutual Exchanges

Mutual lateral exchanges of assignment between Carriers or Carrier Technicians (NALC Grade 2) 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. Request for mutual exchange shall be submitted in writing to and approved by the Postmaster. Such request must also be approved by action of Branch 79, National Association of Letter Carriers.

Section 6. 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.

Section 7. Opting Temporarily Vacant Duty Assignments

- A. At each work location, management shall announce and post at a designated place all temporarily vacant full-time craft duty assignments of anticipated duration of five (5) days or more.
- B. Eligible Letter Carriers may indicate on a standard form their preference for such assignments by 8:00 a.m. on Tuesday before an assignment commences.
- C. The posting of the schedule, before an assignment commences, shall be the notification of the awarding of the assignment.

- D. If an assignment becomes vacant after the Tuesday posting period, but before an assignment commences, management shall award the assignment to the senior employee who expresses an interest.

ARTICLE 43

SEPARABILITY AND DURATION

This Memorandum of Understanding shall continue in full force and effect for the duration of the 2006 National Agreement, or be extended as determined by the parties to the National Agreement.

In the event any Article or portion of any Article, Appendix or Supplement in this local Memorandum of Understanding is found to be in violation of the National Agreement only that Article or portion of that Article or Supplement to this Agreement shall be void and the remaining portions shall remain in full force and effect.