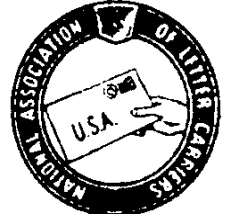


# National Association of Letter Carriers

Branch 1484  
P.O. Box 241  
Puyallup, WA 98371



**LOCAL MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE UNITED STATES POSTAL SERVICE  
AND  
THE NATIONAL ASSOCIATION OF LETTER CARRIERS  
FOR THE PUYALLUP, WASHINGTON POST OFFICE**

This memorandum of understanding is entered into on November 14, 2007, at Puyallup, Washington between the representatives of the U.S. Postal Service and Branch 1484, National Association of Letter Carriers, AFL-CIO (A Union signatory to the National Agreement) pursuant to the local implementation provisions of the 2006 National Agreement.

U.S. POSTAL SERVICE  
PUYALLUP, WASHINGTON

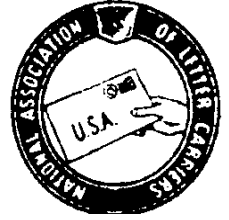
NALC, BRANCH 1484  
PUYALLUP, WASHINGTON

Douglas Stephens Sr.  
Postmaster

Aldon Herinckx  
Branch President

# National Association of Letter Carriers

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P.O. Box 241  
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## LOCAL MEMORANDUM OF UNDERSTANDING BETWEEN THE UNITED STATES POSTAL SERVICE AND THE NATIONAL ASSOCIATION OF LETTER CARRIERS FOR THE PUYALLUP, WASHINGTON POST OFFICE

### Preamble

This Local Memorandum of Understanding (referred to as the LMU) is entered into by and between the Postmaster, Puyallup, Washington, representing the United States Postal Service (hereinafter referred to as the "Employer") and the President of Branch 1484, National Association of Letter Carriers, AFL-CIO (hereinafter referred to as the "Union"). This LMU is effective upon execution.

### ARTICLE 1 UNION RECOGNITION

The Employer recognizes Branch 1484, National Association of Letter Carriers as the exclusive bargaining representative of all employees in the bargaining unit for which it has been recognized and certified at the National level – City Carriers.

This memorandum of understanding covers all employees of the Puyallup, Washington, Post Office installations and facilities.

The following employees in the unit represented herein are not covered by the memorandum of understanding:

Those management personnel and employees specified in Article 1, Section 2 of the National Agreement of 2006.

**ITEM #1 ADDITIONAL OR LONGER WASH-UP PERIODS**

Each letter carrier shall be granted reasonable time for wash-up prior to lunch and just before clocking out at the end of the workday and as needed per Article 8, section 9 of the National Agreement **as long as penalty overtime is not incurred.**

**ITEM #2 THE ESTABLISHMENT OF A REGULAR WORKWEEK OF FIVE DAYS WITH EITHER FIXED OR ROTATING DAYS OFF.**

All letter carrier routes **and Reserve Carrier Positions** in the Puyallup Post Office shall be on a rotating-day-off schedule, with the workweek running from Saturday through Friday as long as Puyallup remains on a six-day delivery week.

**ITEM #3 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**

It is agreed that the safety and health of the employees are the primary factor to be considered when any decision is made in regard to this item.

The Puyallup Post Office shall comply with all requests by local (city and county), state and federal officials in regard to any emergency that may be an endangerment to life or limb of the people in the affected area.

If no road condition data is forthcoming from the above-mentioned authority, local management will initiate actions to ascertain road conditions by whatever means possible. (This action to include sending personnel in vehicles to check conditions where feasible.)

Prior to taking action to curtail the mail, the Employer will notify the Union of its decision and plan of implementation with each case studied separately and each route considered individually. Safety will always be the first consideration.

**ITEM #4 FORMULATION OF LOCAL LEAVE PROGRAM**

Full weeks cancelled at least two (2) weeks prior to scheduled leave will be reposted for seven (7) calendar days unless the allotted number off is already exceeded. All types of leave will be considered when determining the number already off. Seniority will prevail. **If a new employee** is hired to replace a long term absent carrier, the long term absent carrier will not be counted against the number of leave slots available.

For the convenience of the employees, a leave chart will be posted and maintained by the Employer at the Main Office and South Hill Branch. **The Union and Management will jointly update the master leave board. Only employees with approved annual leave on a PS form 3971 will have their**

**names in a slot on the leave chart.**

A leave coordinator for each station will be appointed by the Union President and Postmaster and will be responsible for completing the annual leave schedule for their station.

Military leave (not to exceed two carriers per unit) will count against the branch's quota for the choice vacation period. This time will not be considered as part of the employee's selection for the choice vacation period.

Employees will not be required to work their non-scheduled days or holidays in conjunction with their scheduled vacation period. **Management is prohibited from contacting the employee on their non-scheduled days or holidays in conjunction with their scheduled vacation period. Prior to vacation an ODL carrier may advise management, in writing, that they are available to work non-scheduled day or holiday if they desire to work while on their scheduled annual leave. ODL carriers may call management at any time to volunteer to work during their vacation, non-scheduled day, or holiday.**

**Carriers may not swap or trade periods of scheduled annual leave with another carrier.**

**ITEM # 5 THE DURATION OF CHOICE VACATION PERIOD**

The choice vacation period will be January 1, through December 31.

**ITEM #6 THE DETERMINATION OF THE BEGINNING DAY OF AN EMPLOYEE'S VACATION PERIOD**

The vacation period will begin on Monday and end on Sunday.

**ITEM #7 WHETHER EMPLOYEES AT THEIR OPTION MAY REQUEST TWO SELECTIONS DURING THE CHOICE VACATION PERIOD IN UNITS OF EITHER FIVE OR TEN DAYS**

Letter carriers at their option may request one (1) or two (2) selections during the choice vacation period in units of either five, ten or fifteen days; the total of which shall not exceed ten or fifteen days on the first choice in accordance with the leave earned as outlined in the National Agreement.

After all employees have been afforded the opportunity of making their first choice, all letter carriers will be allowed a second choice. **Choice of leave selection will be by seniority** and each letter carrier may have the total number of hours on the calendar as follows:

Letter Carriers earning 208 hours per year - 26 Days

Local Memorandum of Understanding

Letter Carriers earning 160 hours per year - 20 Days  
Letter Carriers earning 104 hours per year - 13 days

It is agreed that letter carriers must have sufficient annual leave on the books prior to taking their scheduled annual leave.

Management shall allow an employee (at time of employee's written request) to select a lower seniority for the purpose of annual leave selection. The seniority shall be carried through for both first and second choice cycles for the leave year in which selection is being processed.

**ITEM #8 WHETHER JURY DUTY AND ATTENDANCE AT NATIONAL OR STATE CONVENTIONS SHALL BE CHARGED TO THE CHOICE VACATION PERIOD**

Jury Duty will not be considered as part of the quota of carriers off during the choice vacation period.

The Union will advise the Employer by **November 1**, of the number of delegates that will be attending the Union conventions during the upcoming calendar year, and provide the appropriate dates to be charged to the vacation period. This time will not be considered as part of the employee's selection for the choice vacation period.

**ITEM #9 DETERMINATION OF THE MAXIMUM NUMBER OF EMPLOYEES WHO SHALL RECEIVE LEAVE EACH WEEK DURING THE CHOICE VACATION PERIOD**

**The number of employees is determined by the number assigned to a Facility on 1 November.** The maximum number of employees at each carrier facility of the Puyallup Post Office who shall be allowed off during the choice vacation period shall be as follows:

- 10% - Last full week of November through the second full week of January
- 10% - Third full week of January up to first full week of May
- 13% - First full week of May up to Labor Day week
- 10% - Labor Day week up to the last full week of November

In those instances where computing each percentage does not result in a whole number and the fractional result is .5 or higher, the next whole number shall be the correct number.

Selection of annual leave shall begin on **November 15**, and be completed within **forty-five (45)** days. Any employee undecided as to his/her choice at the time he/she is reached on the seniority list may be passed over after 24 hours. He/she will then be considered at any later date when he/she is ready to select their choice period, but that choice will be limited to the remaining vacant period open at that time.

**ITEM # 10 THE ISSUANCE OF OFFICIAL NOTICES TO EACH EMPLOYEE OF THE VACATION SCHEDULE APPROVED FOR SUCH EMPLOYEE**

The employee makes his/her selection **of their** choice vacation period **on** a PS Form 3971 in duplicate. After approval or disapproval, the Employer/leave coordinator will return the completed duplicate copy of the PS Form 3971 to the employee. This will serve as official notification of approval or disapproval.

**ITEM # 11 DETERMINATION OF THE DATE AND MEANS OF NOTIFYING EMPLOYEES OF THE BEGINNING OF THE NEW LEAVE YEAR**

Per the National Agreement.

**ITEM #12 THE PROCEDURES FOR SUBMISSION OF APPLICATIONS FOR ANNUAL LEAVE DURING OTHER THAN THE CHOICE VACATION PERIOD**

After the **forty-five (45)** day sign-up period, any letter carrier may apply for and shall be granted additional annual leave up to the percentages referenced in Item #9. All types of leave will be considered when determining the number of letter carriers already off. Requests will be considered on a first come first served basis. If more than one request is received on the same day, for the same time period, seniority will prevail. Applications for annual leave in excess of these percentages will be approved/disapproved at the discretion of management within 72 hours. If management does not respond **in writing with a completed PS Form 3971** to the request within 3 business days, the leave will be automatically granted.

**ITEM #13 THE METHOD OF SELECTING EMPLOYEES TO WORK ON A HOLIDAY**

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

Part-Time Flexibles

Full-Time Regulars (by seniority), who volunteer to work on their holiday or day designated as a holiday will receive holiday pay.

Qualified Transitional Employees

Full-Time Regulars (by seniority), who volunteer to work on their non-scheduled day will receive overtime pay..

All non-volunteer Full-Time Regulars on their holiday or day designated as their holiday by juniority.

All non-volunteer Full-Time Regulars on their non-scheduled day by

juniority.

If after posting period, a need develops for additional or replacement employees, employees shall be selected according to the same order as above.

**ITEM #14 WHETHER "OVERTIME DESIRED LISTS" IN ARTICLE 8 SHALL BE BY SELECTION AND/OR TOUR**

Separate "Overtime Desired Lists" will be established at the Main Office and the South Hill Branch and will be posted at designated locations agreed to by both parties.

**ITEM #15 THE NUMBER OF LIGHT DUTY ASSIGNMENTS WITHIN EACH CRAFT OR OCCUPATIONAL GROUP TO BE RESERVED FOR TEMPORARY OR PERMANENT LIGHT DUTY ASSIGNMENT**

**ITEM #16 THE METHOD TO BE USED IN RESERVING LIGHT DUTY ASSIGNMENTS SO THAT NO REGULARLY ASSIGNED MEMBER OF THE REGULAR WORK FORCE WILL BE ADVERSELY AFFECTED**

The Union and the Employer agree to establish a standing Light Duty Committee, to be comprised of equal members from both parties. That committee will meet in those instances where the request for light duty assignments exceeds ten (10) working days.

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 and make a recommendation to the Postmaster.

Management agrees to put all incapacitated letter 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.

**ITEM #17 THE IDENTIFICATION OF ASSIGNMENTS THAT ARE TO BE CONSIDERED LIGHT DUTY WITHIN EACH CRAFT REPRESENTED IN THE OFFICE**

A "light duty" assignment is any assignment within the physical capabilities of an employee who is temporarily or permanently incapable of performing his/her normal duties as a result of illness or injury. The following shall be considered, but not limited to, as light duty assignments:

1. Casing and preparing their assigned route for delivery.
2. Suitable collection assignments.
3. Delivering Express mail.

4. Updating carrier route books.
5. Labeling of apartment boxes.
6. Updating or installing route case labels.
7. Any other carrier duties which the ill or injured employee may be able to perform.

**ITEM #20 THE DETERMINATION AS TO WHETHER ANNUAL LEAVE TO ATTEND UNION ACTIVITIES REQUESTED PRIOR TO DETERMINATION OF THE CHOICE VACATION SCHEDULE IS A PART OF THE TOTAL CHOICE VACATION PLAN**

The Union will advise the Employer by **November 1**, of the number of delegates that will be attending Union functions during the upcoming calendar year, and provide the appropriate dates. This time will not be considered as part of the employee's selection for choice vacation period.

**During the course of the year the Union will notify management as soon as possible of any unscheduled Union functions. The Union will also notify management of the number of delegates that will be attending and the appropriate dates. Management will allow the Union to send up to 2 delegates installation wide without consideration of the number of available vacant leave slots.**

**ITEM #21 THOSE OTHER ITEMS WHICH ARE SUBJECT TO LOCAL NEGOTIATIONS AS PROVIDED IN THE CRAFT PROVISIONS OF THIS AGREEMENT**

Full-Time Reserve Letter Carriers selecting an available duty assignment of five (5) days duration or longer will assume the starting time and non-scheduled days off of the assignment so selected.

The two (2) ten (10) minute breaks, which were negotiated Nationally, shall be as follows:

The first break will be taken by the letter carrier, **at their option**, either during the office or during the street portion of his/her route.

The second break will be taken during the street portion of the letter carrier's route.

**SAFETY AND HEALTH:**

No vehicle will be assigned to a letter carrier unless it can be reasonably expected to conform to recognized safety and security standards. Any safety discrepancies reported by the letter carrier will be corrected prior to placing the

vehicle back into service. The letter carrier will not be held responsible for the security of the mail if any security defect is brought to the attention of Management on Form 4565 Vehicle Repair Tag, and is not corrected prior to use of the vehicle.

**ITEM # 22 LOCAL IMPLEMENTATION OF THIS AGREEMENT  
RELATING TO SENIORITY, REASSIGNMENTS AND POSTING**

- A. Notice inviting bids for letter carrier craft assignments and to such other assignments to which a letter carrier is entitled to bid, shall be posted on the official bulletin board for seven (7) calendar days. Copies of the notice shall be given to the local Union. When an absent employee has so requested in writing, stating his/her mailing address, a copy of any notice inviting bids shall be mailed to the employee.

Letter carriers shall submit their bids in writing through the use of bid cards placed in a secure bid box, to be placed at a location mutually agreed upon by the parties herein. When more than one assignment is posted, letter carriers shall have the right to bid on assignments, stating their preference (Le., 1st choice, 2nd choice, 3rd choice, etc.). **A Union official, or if unavailable, a Union member**, shall be present when the bid box is opened.

- B. A PTF letter carrier, reserve carrier, or unassigned regular who wishes to opt/request on a vacant assignment of an anticipated duration of five (5) days or more must do so in writing by signing the opt/request sheet. The opt/request sheet will be posted by Management at a mutually agreed location from 0900 Wednesday until 1500. Friday and list the assignments available **and their color rotation** beginning on the Monday, ten (10) days later. All opts/requests begin on Monday and last for the duration of the vacancy. Opting/requesting is allowed only within the station to which the employee is assigned, Main Office or South Hill Branch. Opting/requesting will be in accordance with Articles 41 and 25 respectively of the National Agreement.

C. T-6 REASSIGNMENT

If the T-6 carrier is in agreement to voluntarily move, a full-time regular carrier called in to work on a non-scheduled day shall work their full-time duty assignment provided there is a vacant route on the T-6 string to which the T-6 carrier may be assigned, otherwise the carrier working the non-scheduled day will be assigned where needed.

D. MISCELLANEOUS PROVISIONS

Article 41.3.0

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 or 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 assignments(s) was abolished shall be posted for bid in accordance with the posting procedures in this Article. This Article will be applied installation wide.

**A Letter Carrier route or Reserve Carrier assignment will be posted when there is a change of more than an hour in the starting time.**

**E. ODL Equitability.**

**ODL equitability will be done in accordance with the ODL Equitability Instructions with the effective date of 1 April 2006 and signed by Management and Union representatives.**

**F. The Procedures For Submission Of Applications For Leave During Other Than The Choice Vacation Period**

**After the forty-five (45) day sign-up period, any letter carrier may apply for and shall be granted additional leave up to the percentages referenced in Item #9. All types of leave will be considered when determining the number of letter carriers already off. Requests will be on a PS Form 3971 in duplicate and will be considered on a first come first served basis. If more than one request is received on the same day, for the same time period, seniority will prevail. Applications for leave in excess of these percentages will be approved/disapproved at the discretion of management within 72 hours. If management does not respond in writing with a completed PS Form 3971 to the request within 3 business days, the leave will be automatically granted.**

**G. ARTICLE 41, SECTION 1. C. SUCCESSFUL BIDDER.**

**Those Carriers who have reconsidered and wish to withdraw their bid must have their bid card removed from the bid box prior to opening by the Union and management. Once the bid box is jointly opened all remaining bids will be considered and the senior bidder meeting the qualification standards established for that position shall be designated the "successful bidder."**

**H. SWAPPING OF NON-SCHEDULED DAYS.**

**Carriers who are on the same T-6 string may exchange non-schedule days in the same work week.**

**I. PERMANENT EXCHANGE OF NON-SCHEDULED DAYS**

**Carriers who are on the same T-6 string may permanently exchange non-schedule days.**