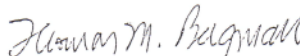


This is the Local Memorandum of Understanding between the Olympia Post Office and Branch 351 of the National Association of Letter Carriers agreed upon on October 30, 2002 – The Union has impasse proposal to change Article 10.2.1. (Incidental Leave) – When impasse is resolved this LMU will be updated to reflect the impasse resolution.



Postmaster Ron Kusunose
Olympia Post Office
Olympia, WA 98501-9998



Thomas M Bergman
President, Branch 351
National Association of Letter Carriers

ARTICLE 8 – HOURS OF WORK

1. Separate "Overtime Desired" lists shall be established by craft in each station. Each carrier's status on the Overtime Desired List shall apply in whatever station they are working during the life of the list. Equitable opportunities for overtime will be by stations regardless of where the overtime was performed. A T-6 whose routes are delivered out of more than one station shall be assigned to the station where the majority of those routes originate.
2. Carriers shall be granted reasonable wash-up time.
3. Carrier Technicians have a work assignment that included all five routes on their string of routes. It is agreed that the schedule of routes shall normally be maintained unless: 1. The carrier technician (T-6) may be moved to another route or part of another route within their assignment without additional compensation if approved or agreed to by the carrier technician. 2. If a carrier technician (T-6) does not approve or agree to move to another route within their work assignment and is not given the opportunity to complete that day's scheduled route within their work assignment, then the amount of the scheduled route (based on eight hours) which the carrier technician was not allowed to work will be considered out-of-schedule overtime and will be compensated at time and one-half. 3. A carrier technician may be moved to any route on their string in "unanticipated circumstance" situations without additional compensation.

ARTICLE 10 – LEAVE

1. NOTIFICATION

Management will notify all Employees of when the New Leave Year Begins. Notification shall be made in the form of a posting on the Union Bulletin Board in each work center/station.

2. LEAVE SELECTION

- A. A selection of Annual Leave will commence on the first Monday of December and continue until completed, but no later than the third Friday of December. Selection of Annual Leave will be by Seniority of the current City Wide Seniority List. The Annual Leave board will be by Station.
- B. The period(s) selected on the first choice will be in accordance with Article 10, Section 3, of the National Agreement. A subsequent second selection will then commence, and Leave will be selected in periods of 5 days or more and will be limited only by the leave balance and vacation slots available in each Station. Choice period is defined in Article 10.2.N.5 of this Local Memorandum of Understanding. Any and all leave selected during choice will be in accordance with Article 10, Section 3 of the National Agreement. Choices of more than one week during first selection must be consecutive.
- C. A list showing what day(s) carriers will select vacation will be posted on the Union Bulletin board in each Station no later than 1 week prior to the scheduled selection. Any carrier who fails to make a selection at the required time will go to the bottom of the seniority list. The Vacation Selection Chart will be in an easy to understand format so as the selectee may readily see what periods are open and available for selection.
- D. After completion of the selection process the Vacation Leave Chart will be posted in each station on the Carrier Bulletin Board.
- E. Mutual trades of annual leave will be permitted provided that they are within the employees current Station and provided that the carrier(s) notify Management in writing at least two weeks prior to the earliest traded week. A locally developed form that contains a Union and Management sign off will be used for any annual leave trades. After the form is signed, the Union, Management, and the Employee if requested will be provided with a copy.
- F. Every consideration for appropriate leave shall be given carriers in situations of personal emergency.
- G. Any regular carrier, or PTF (Part-time Flexible) on an opt, desiring not to take all or part of their scheduled annual leave, after the Vacation Leave Chart has been posted, shall notify the Carrier Supervisor, of their station, in writing no later than noon, the last work day prior to the time they are scheduled to begin vacation. When vacated, the regular carrier or PTF carrier on an opt shall retain their route assignment for that vacated leave period and any carrier who opted on the vacated

annual week shall become unassigned. No out of schedule payments will be incurred due to these assignment changes. All vacation periods of a full week or more which have been vacated no later than 9 A.M. on Monday, one week prior to the time they are scheduled to begin vacation shall be posted on the official bulletin board immediately for a five day period, to be awarded to the most senior carrier in seniority rotation, junior to the carrier who picked the last available vacation slot for that week during the vacation selection period. This selection shall be made by junior carriers submitting a PS Form 3971 for that vacated leave opportunity during the five-day posting period. During the five-day posting period, senior carriers may also submit PS Form 3971's and the vacated annual leave shall be awarded to the senior carrier provided no junior carrier has submitted a PS Form 3971. In the case of a Letter Carrier who is assigned to a different work site than that which has the vacation leave chart he/she selected on, vacated weeks will be posted in the work site he/she originally selected in.

- H. Military Leave and Jury Duty shall not be counted as a carrier's choice selection nor be charged to the Vacation Leave Chart.
- I. Incidental Leave for any reason shall be requested by submission of a PS Form 3971 to the Carrier Supervisor. If requested by the carrier, the carrier supervisor shall render a decision on the leave request within three working days.
- J. Letter Carriers will start their vacations on a Monday and will return to work on Monday following their vacation, unless that Monday is a Holiday or a non-scheduled workday, in which case, they will return to work on their next scheduled workday.
- K. Union State Convention week will be blocked off of the Vacation Chart and the week made available first to Elected Delegates. Any vacation slots that are turned in by the Union will be immediately re-posted for five days and awarded in the same manner as stipulated in Article 10.2.G. of this Local Memorandum of Understanding up to the maximum allowed in Article 10.2.N of this Local Memorandum of Understanding.
- L. Before selection of annual leave by the carriers, the Union may choose to select from the vacation slots for the week of National Convention and up to two Regional Assembly slots numbering up to 4% of the carrier work force in each station.
- M. Carriers on the rolls as of November 15, minus those carriers that have not worked for over one year will be the number utilized in the annual leave formula for the next leave year.
- N. Schedule of carrier slots allocated for each week of the leave year to be plotted on the Vacation Leave Chart prior to commencement of the selection process.
 - i. 13% of the carrier work force to be allocated beginning the first full week of January continuing for 48 consecutive weeks.
 - ii. 9% of the carrier work force to be allocated for the subsequent weeks available ending the last week of December.
 - iii. Union State Convention - 13% plus 2 of the carrier work force computation on City Wide Carrier work force.

- iv. Percentage computation to be rounded off to the nearest whole number i.e. (5.2 round to 5 and 5.5 round to 6).
- v. Choice period is defined as the entire calendar year beginning the first full week in January and ending the last week in December. Choice period for vacation selection to be a minimum of 52 consecutive weeks.
- vi. The Station Manager or Supervisor and Union Steward will meet and review the seniority list prior to determining the number of vacation slots needed for each Station. After this has been accomplished and at least 1 week prior to selection the Postmaster and Union President will be notified of total slots that are available in each Station. In the event that the Postmaster is not available, then his/her designee will be notified. In the event the Branch President is not available, then the Shop Steward will be notified.

ARTICLE 11 – HOLIDAYS

After determination has been made by the Employer as to the number of carriers needed on a holiday or designated holiday, the Employer shall designate those needed in the following order:

- 1. Utilize casuals to the maximum extent possible.
- 2. Utilize PTF carriers to the maximum extent possible.
- 3. Utilize regular carriers volunteering to work their holiday or designated holiday by seniority.
- 4. Utilize TE employees to the maximum extent possible.
- 5. Utilize regular carriers volunteering to work their non-scheduled day by seniority.
- 6. Utilize regular carriers not volunteering to work on their non-scheduled day by inverse seniority.
- 7. Utilize regular carriers not volunteering to work on their holiday or designated holiday by inverse seniority.

ARTICLE 12 – SENIORITY

Section 3 – Intent

- A. Management shall provide to each Station an updated Carrier Craft Seniority Roster at a minimum of semi-annually.
- B. Management shall provide a copy of all originating posted notices affecting the Letter Carrier Craft to the Union at a designated location or to the Union Presidents official mailing address.

ARTICLE 13 – REASSIGNMENTS OF ILL OR INJURED REGULAR WORK FORCE EMPLOYEES

Within the Carrier Craft, the following shall be given consideration for Light Duty assignments:

1. All normal carrier duties, which the ill or injured carrier may be able to perform.
2. All other crafts' duties, which the ill or injured carrier may be able to perform. This section, when applicable, will not be used to the detriment of any other craft.

ARTICLE 14 – SAFETY AND HEALTH

Section 2. Cooperation

Section 7. Committee Meetings.

The Joint Safety and Health Committee shall meet on a bi-monthly basis beginning in January. The representatives will determine dates and times of the meetings.

ARTICLE 17 – REPRESENTATION

Section 5 – Labor Management Meetings

Labor/Management Meetings shall be held on an as needed basis, not to exceed bi-monthly beginning in January. Meetings will be scheduled upon the submission of an agenda by either party. Meetings will be scheduled on a mutually agreed upon date and time as requested. Additional agenda items must be exchanged at least 72 hours prior to each meeting and items not placed on the agenda shall be discussed only by mutual consent of the parties and shall become a part of the official agenda. Either party when deemed necessary may request special meetings. Minutes of said meetings may be requested by either party when deemed necessary. Minutes of said meetings may be kept by both parties and copies exchanged and initialed by the parties for verification. Any agreements reached at such meetings shall be rendered in writing and signed by both parties upon request of either party. These agreements shall not be changed without prior notification and negotiation between the parties. The Union may have three (3) representatives present at the meeting consistent with Article 17, Section 5, of the National Agreement. Within two weeks or a mutually agreed upon time of each Labor/Management Meeting, representatives of the Union and Management shall meet to verify implementation of any such agreement.

Labor and Management 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 for procedure.

ARTICLE 20 – PARKING

1. Every reasonable effort shall be made to provide adequate parking for all letter carriers working at each Station. Any new delivery facilities in the Olympia delivery area shall be planned, to the extent possible and in consultation with the Union, to allow parking for all employees assigned to those stations.
2. It is agreed by both parties that if statutes are enacted under the Clean Air Act or other laws which may change/modify the current parking procedures at this installation, that the parties will jointly work together to encourage alternatives to single occupies vehicle commuting.

ARTICLE 41 – POSTING AND REASSIGNMENTS

1. Notice of inviting bids for Letter Carrier Craft assignments and other assignments to which a Letter Carrier is entitled to bid shall be posted on the Official Bulletin Board for a full ten days. The notice shall be removed and the bid box opened at 9:00 AM on the eleventh day.
2. Letter Carriers shall bid by Telephonic or Computer bid. When more than one assignment is posted, letter carriers shall have the right to bid on all assignments stating their preference.
3. A Carrier may withdraw a bid any time up to the time the bids are officially removed from bid on the 11th day. After that time a bid may not be withdrawn. The procedure to withdraw a previously submitted bid is to withdraw the bid by the Telephonic or Computer process.
4. At the option of the incumbent carrier, a route or full time duty assignment shall be posted for bid when the territory served is changed by 50% or more.
5. At the option of the incumbent carrier, a route or full time duty assignment, which the starting time is changed by more than one (1) hour, shall be posted for bid.
6. 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 adjustment, highway, housing projects, all routes and full time duty assignments at that Station 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 of this Article.
7. Management shall post for opt all temporary vacant full time duty assignments of anticipated duration of five days or more. Regular reserves, unassigned regulars, and part-time flexible letter carriers may indicate their preference in writing for such assignments up to 10:00 AM Tuesday, of the preceding week. The senior regular carrier successfully opting shall be awarded the opt via the Wednesday schedule. If regular reserves or unassigned regulars do not opt or are not assigned by management to vacant route(s), the senior part-time flexible that opted shall be awarded the assignment via the Wednesday schedule.

8. If local management and the local union mutually agree that a regular assignment exists for only five (5) days per week they will mutually determine the fixed days off for that assignment. All other regular letter carriers of the Olympia Post Office shall be on a rotating days off schedule with the workweek running from Saturday through Friday. This shall apply as long as six (6) day delivery remains the National Policy.

ARTICLE 44 – CURTAILMENT OR TERMINATION OF POSTAL OPERATIONS

After a thorough review of Local Authority declarations, when Postal authorities declare an emergency condition exists which endangers the well being of a letter carrier, they shall take prompt action to alleviate such danger. At such times when a letter carrier is outside the office and management communications to his/her regarding the emergency which may affect his/her well being cannot be given him/her in a timely manner, it is natural for the letter carrier to determine the proper actions to take based upon his/her mature good judgment; when and if such is done, he/she shall communicate with management as soon as possible.