Gig Harbor Post Office 2021 Local Memorandum of Understanding

Between the designated agents of the National Association of Letter Carriers, Branch 1414, and the representatives of the Gig Harbor Postal Service, pursuant to local implementation provisions of the 2021 National Agreement. This Memorandum of Understanding constitutes agreement on matters relating to local conditions of employment to run concurrent with the 2021 National Agreement and shall remain in effect until superseded by a new local agreement.

In Witness Whereof:

Designated Agents,

NALC, Branch 1414

U.S. Postal Service, Gig Harbor

President

Postmaster

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1. Additional or longer wash-up periods.

Installation heads shall grant reasonable 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

2. Establishment of a regular work week of 5 days with either fixed or rotating days off.

Full time routes will continue to have rotating days off; i.e. current rotation will continue. Any new full time regular routes may be scheduled with rotating days off; however, if such time as a full time business route is in place, the parties may negotiate a fixed day off.

3. Guidelines for the curtailment or termination of postal operations to conform to orders of local authorities or as conditions warrant because of emergency conditions.

The decision for curtailment or termination of postal operations to conform to the orders of local authorities, or as local conditions warrant because of emergency conditions, shall be made by the installation head. In cases of such emergency conditions, the employer, will prior to making a decision to curtail the mail, take into consideration such factors as:

- a) The degree of emergency as stated by and acted upon by responsible government authorities;
- b) The requirements and reactions of its customers to the emergency;
- c) The accessibility of postal operations and its customers to the employer and employees, and;
- d) The safety and health of its employees.

Prior to taking action to curtail the mail, the employer will notify the union of its decision and plan of implementation

- 4. Formulation of local leave program.
 - (a) Method for Making Choice Selections.

A two sign-up seniority system will be used. The first sign-up will allow up to the maximum allowable time allotted to each carrier by the National Agreement. The second sign-up will allow for any or all remaining leave, in multiples of full weeks. Any remaining leave will be awarded on a first request basis, if simultaneous, seniority will prevail. Leave requests of full week increments should be requested no later than one (1) day prior to the posting of the schedule for the service week requested.

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(b) Date of Notification for Making Choice Period Selections

Local management and union officials or designee(s) will together determine deadlines for leave request submissions in order to facilitate timeliness of leave calendar completion. Leave calendar should be completed prior to January 1st of the following year.

(c) Passing and Late Selections.

On either or both selections, an employee may choose to PASS. Late selections will be granted if slots are available. A late FIRST choice will take precedence over a SECOND choice.

(d) Unavailability During Selection.

If an individual is not available on the day of selection, it is their responsibility to provide the NALC President or designee with a list of dates for their choice leave. Failure to do so will be considered a decision to PASS on that round. If an individual is not available due to unforeseen circumstances, such as but not limited to, emergency annual leave, a reasonable attempt will be made to contact that person to get their choice. If they are not able to be contacted, they will be passed. Their next opportunity to select will be with the group that is choosing at the time they are able to be contacted.

(e) Extended Leave.

Carriers desiring leave for an extended vacation will apply in writing to management at the time of sign-up. Requests will be acknowledged and granted to the extent practicable.

(f) Posting of Scheduling.

Management shall post the leave chart as soon as it has been completed.

(g) Illness during Vacation.

Carriers who become ill while on annual leave during the choice period shall be allowed to have another selection during the choice period, providing slots are open.

(h) Military Leave.

Military leave will not count as part of the carrier's selections for the choice period and will not be considered as part of the quota of the carriers off during the vacation period.

(i) Exchange of Leave.

Exchanging of leave is not to be permitted without the approval of the union and management.

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(j) Re-posting of Cancellations.

All cancellations shall be re-posted as soon as management is notified of the cancellation.

5. The duration of the choice vacation period.

Choice vacation period will commence the first full week of January through November 30th.

6. The determination of the beginning date of any employee's vacation period.

The leave week during the choice vacation period shall be Sunday through Saturday.

7. Whether employees at their option may request two selections during the choice vacation period, in units of either 5 or 10 days.

Letter carriers including Part Time Flexibles and City Carrier Assistants, at their option, may request one or two selections during the choice vacation period in units of either five or ten or fifteen days; total not to exceed ten or fifteen days on the first choice, in accordance with leave earned annually. Each letter carrier including Part Time Flexibles and City Carrier Assistants must be granted two selections at his or her option during the choice vacation period as outlined in Article 10. Section 3 of the National Agreement.

CCA selections will be contingent upon the CCA having sufficient leave balance at the time the leave is taken

8. Whether jury duty and attendance at National or State Conventions shall be charged to the choice vacation period.

(a) Jury duty will not be considered as part of the quota of carriers off during the choice vacation period.

- (b) A carrier attending a National or State Convention during the choice vacation period will be counted in the number of carriers scheduled off during that period. Attendance at Union Assemblies shall not be charged as the employee's vacation selection. At the beginning of each year when the convention and assembly weeks have been determined, sufficient slots for all eligible delegates shall be withheld for the appropriate weeks.
- Determination of the maximum number of employees who shall receive leave each week during the choice vacation period.

Ten percent (10%) shall be allowed off during each week of the choice and non-choice vacation periods. In those instances where computing the ten percent does not result in a whole number, the next higher whole number shall be considered the correct figure.

10. The issuance of official notices to each employee of the vacation schedule approved for such employee.

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When the leave schedule is complete and posted, it shall be considered as approved.

11. Determination of the date and means of notifying employees of the beginning of the new leave year.

No later than November 1st of each year, management shall notify all carrier craft employees of the beginning date of the new leave year.

12. The procedure for submission of applications for annual leave during other than choice vacation period.

Incidental leave will be defined as leave requested after final leave calendar is posted.

Incidental leave will be approved no later than the Wednesday prior to the service week in which the leave is requested. Late submissions shall be given every consideration subject to scheduling needs.

13. The method of selecting employees to work on a holiday.

Management shall select carriers to work holidays in the following order:

- 1) All part-time flexible employees to the maximum extent possible, even if the payment of overtime is required.
- 2) All full-time and part-time regular employees who possess the necessary skills and have volunteered to work on their holiday or their designated holiday by seniority.
- 3) City Carrier Assistants
- 4) All full-time and part-time regular employees who possess the necessary skills and have volunteered to work on their non-scheduled day by seniority.
- 5) Full-time regulars who do not volunteer on what would otherwise be their nonscheduled day - by inverse seniority.
- 6) Full-time regulars who do not volunteer on what would otherwise be their holiday or designated holiday - by inverse seniority.

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

14. Whether "Overtime Desired" lists in Article 8 shall be by section and/or tour.

Overtime desired lists shall be maintained in accordance with the National Agreement.

15. The number of light duty assignments within each craft or occupational group to be reserved for temporary or permanent light duty assignment.

Normal carrier duties or needed services, the ill or injured employee can perform in an

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acceptable manner with documented physician approval, will be considered for light duty assignment after a request has been submitted in writing to the installation head.

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.

Light duty assignments for ill or injured employees will be made in compliance with the National Agreement.

17. The identification of assignments that are to be considered light duty within each craft represented in the office.

Light duty assignments for ill or injured employees will be made in compliance with the National Agreement.

18. The identification of assignments comprising a section, when it is proposed to reassign within an installation employees excess to the needs of a section.

For purposes of applying Article 12 of the National Agreement, the Gig Harbor Post Office shall be considered a section.

19. The assignment of employee parking spaces.

Carrier craft employee parking spaces will be allotted by seniority within the work location.

20. The determination as to whether annual leave to attend Union activities requested prior to determination of the choice vacation schedule is to be part of the total choice vacation plan.

Local language for this item appears in item 8 of this agreement.

- 21. Those other items which are subject to local negotiations as provided in the craft provisions of this agreement.
 - (a) Posting.

All new or vacant carrier assignments, not being considered for reversion, shall be posted for ten (10) calendar days.

(b) Bidding

When several assignments are posted at the same time, a carrier may bid for as many assignments as are posted in the following manner: First Choice____, Second Choice____, Third Choice____, etc.

(c) Reassignment due to abolishment.

When a letter carrier route or full-time duty assignment, other than the letter carrier

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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, hi-way, 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 the National Agreement.

(d) T-6 Rule In the event that a vacancy occurs on a T-6 swing, the T-6 shall be allowed their choice of available assignments within that swing.

A full-time regular carrier called in to work on a non-scheduled day will be assigned where needed and will not bump the T-6 scheduled to work the route that day unless the T-6 volunteers to move to another route on their swing.

22. Local implementation of this Agreement relating to seniority, reassignments, and posting.
(a) Seniority

Seniority shall prevail when possible and practical.

(b) Assignment due to major route adjustments. In the event a regular carrier's route is changed by 50% or more due to adjustments, the carrier shall have the option of being assigned to the regular route containing either segment of the former route. In the event of a conflict between carriers, seniority will prevail.

(c) Retreat rights.
Senior carrier bidding shall maintain retreat rights to his or her previous route for five (5) working days after reassignment. If retreat rights are exercised, the vacated route will be awarded to the next senior bidder. Each retreat will be considered a successful bid.

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