

MEMORANDUM OF UNDERSTANDING

Between

**BRANCH NO. 2200
NATIONAL ASSOCIATION
of
LETTER CARRIERS**

And

**UNITED STATES POSTAL SERVICE
ALTADENA, CALIFORNIA**

2011 – 2016

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N.A.L.C. AGREEMENT

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding covers all of the Altadena, California Post Office in installations and facilities for which the National Association of Letter Carriers, AFL-CIO has been recognized as the national exclusive bargaining representative at the national level with respect to wages, hours of employment and other terms and conditions of employment, unless otherwise superseded by the terms of the National Working Agreement of **2011**.

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ARTICLE I HOURS OF WORK

SECTION 1. ROTATING SCHEDULE

Full-time carriers assigned to the Altadena Post Office shall work a rotating schedule. Non-scheduled days shall advance one day each week. When Friday is the non-scheduled work day for the week, Saturday shall be the non-scheduled day for the following week.

SECTION 2. TEMPORARY VACANCIES

A. Management shall post all temporarily vacant full-time craft duty assignments of anticipated duration of five (5) days or more, on the same day the work schedule is posted for the one (1) week prior to the temporary vacancy.

B. Full-time reserve, unassigned regular, and part-time flexible letter carriers may indicate their preference for such assignments until Monday before the posting of the weekly work schedule.

C. The senior carrier having indicated his/her preference shall be notified that he/she is awarded the assignment.

D. The above shall not apply where assignments become available upon less than twenty-four (24) hour notice. In such circumstances, Management shall inquire as to the preference of each employee that is not on an opted assignment.

E. All preferences will be submitted in writing and maintained by delivery unit managers until assignment is terminated.

F. Reserve and part-time flexible employees opting to cover a route serving a six (6) day delivery area for a period of five (5) days or more, shall assume the days off of that route for the period of time the employee is working the route.

G. Carriers that do not opt but are assigned by Management to a vacant assignment will maintain the employee's regular rotating days off, in compliance with FLSA.

SECTION 3. CALL-IN OF FULL-TIME CARRIER

The T-6 carriers will not move off their scheduled route unless the regular assigned carrier is called in. Every effort will be made to have the called-in regular carrier work his/her assignment by moving the T-6 carrier within the string of routes. If this cannot be accomplished, the letter carrier working in an overtime status will be required to work wherever needed, unless the T-6 carrier volunteers to move off the string.

SECTION 4. JURY DUTY SCHEDULE

Employees serving jury duty shall have a temporary schedule change in their basic work week. The basic work week shall be Monday through Friday.

SECTION 5. OVERTIME DESIRED LIST

- A. The overtime desired list will be posted on the official bulletin board for each section. A section shall be identified by installation zip code.
- B. The overtime desired list will be posted by calendar quarters. On the first day of each quarter, the list will be lined out after the last name, and a copy presented to the Union Representative of the section.
- C. The overtime desired list will indicate work assignment overtime, or any overtime assignment for each carrier on the list.
- D. To assure that overtime is scheduled on an equitable basis, a chart shall be posted at the end of each pay period showing the overtime hours worked by each carrier in the unit.
- E. Once a carrier signs the list his/her name will remain on the list from quarter to quarter until the carrier removes his/her name from the list or changes the type of overtime desired.

SECTION 6. WASH-UP TIME

- A. Article 8, Section 9, provides reasonable wash-up time for a letter carrier who performs dirty work.
- B. It is agreed that any letter carrier should be granted such time as is reasonable and necessary for washing up after performing dirty work or incident to personal needs.

SECTION 7. BREAKS

- A. Each letter carrier shall have two (2) breaks of ten (10) minutes each, per day. Whether both breaks are taken on street time, or one break on office time, shall be determined by a majority of the letter carriers in each delivery unit each calendar year.
- B. The polling of the letter carriers in the unit will be done, **at the direction of the local Union President**, by a Union Representative selected by the **local Union President**. **The polling will take place during the month of September to be effective, October 1st.**

ARTICLE 2 LEAVE PROGRAM

SECTION 1. VACATION PLANNING

- A. The number of letter carriers to be allowed on scheduled annual leave each week during the leave year shall be eleven percent (11%) of the letter carriers assigned to each section as of September 1st of the current Leave Year and continue thru Leave Year **2016**.
- B. Upon return of Leave Request Form 3971 for the letter carrier, the leave program manager shall check the annual leave chart and approve or disapprove the leave selections within twenty-four (24) hours after the deadline for the return of the bid. An approved copy of Form 3971 shall be given to the letter carrier at the time of approved leave selection, or the Shop Steward, in the case of his absence, when requested by the letter carrier.
- C. A letter carrier unavailable for contact during the leave selection period may leave a completed Form 3971 with his Supervisor to insure a choice of leave according to seniority. The approved duplicate for Form 3971 shall be given to the Shop Steward, when requested by the letter carrier. The time limit for such letter carriers to grieve this section commences the day the letter carrier returns to duty.
- D. No letter carrier will be called in to work while on a period of annual leave, except in serious emergencies. (**Impasse Headquarters Appeal**)

SECTION 2. VACATION START DAY

Letter carriers will start their vacation on a Monday and 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 the Tuesday following the end of their vacation.

SECTION 3. NOTIFICATION

- A. All carriers shall be notified no later than **November 1st**, of the beginning date of the new leave year by stand-up talk.
- B. Seniority list and vacation weeks outlined will be posted in advance **on the official bulletin board** of the selection times.
- C. The end of the leave year shall be one (1) day prior to the beginning of the following leave year.

SECTION 4. BIDDING PROCEDURE

- A. There shall be two (2) rounds of bidding. The first round will start the first day of November and continue until all carriers have had an opportunity to make their choice.
- B. Choosing vacation weeks - start at the top of the seniority list.
- C. When a letter carrier is notified of his turn to select, only two (2) working days' time will be given. If this person does not decide in this time, the next on the list will be allowed to make his choice.
- D. When bids are presented in writing to the carrier Supervisor, the approved bid will be posted on the leave chart and the official bulletin board. Any changes in vacation schedules will be posted within a twenty-four (24) hour period.
- E. The number of weeks chosen at one time by a letter carrier shall be four (4). Leave may be selected in the choice vacation period and outside the choice vacation period, simultaneously.
- F. Choices made at the first presentation will prevail until all letter carriers have selected, top to bottom of the seniority list.
- G. The second round selection shall begin one working day after the close of the first round. An announcement must be made by the manager in charge. The remaining unselected weeks shall be opened for bid for those that decide on more than their original four (4) weeks. The closing date of the bids shall be at the end of six (6) working days. The remaining annual leave will be awarded by seniority.
- H. Management will accept and process all Forms 3971 for annual leave.

SECTION 5. CHOICE VACATION PERIOD

The choice vacation period shall begin with the first **Monday** of the leave year in January and end with the last full week of January. The intent of the parties is not to allow all letter carriers leave during the month of January.

SECTION 6. EMERGENCY LEAVE

Emergency leave shall be granted, when requested. Documentation may be required within a reasonable time upon the letter carrier's return to duty. Emergency leave shall take preference over all other unscheduled annual leave.

SECTION 7. CANCELLED LEAVE

A. Letter carrier's request for cancellation of scheduled leave shall be submitted in duplicate to the immediate Supervisor no later than 12:00 noon Friday before the posting of the weekly work schedule. Requests submitted within these time limits shall be granted. The Shop Steward shall receive a copy of all requests for cancellation of annual leave from the carrier.

B. All canceled leave shall be posted immediately for bid in the section affected until 10:00 a.m. the following Tuesday and awarded to the senior bidder at the end of the posting time.

SECTION 8. SPECIAL LEAVE

A. Military leave and jury duty shall not affect the number of letter carriers granted annual leave during the vacation period.

B. Letter carriers on military leave may defer vacation at their discretion. Subsequent leave can be bid on open weeks.

SECTION 9. CONVENTION LEAVE

There shall be **one (1)** letter carrier allowed leave to participate in State and National Conventions. Management will be notified the dates of the conventions during the new leave year, prior to the first day of bidding.

SECTION 10. UNSCHEDULED ANNUAL LEAVE

A. Applications submitted by letter carriers for annual leave after the posting of the yearly leave schedule must be handled as follows:

All requests for annual leave (Form 3971) for any leave week which is open, submitted no sooner than five (5) days prior to the posting of the weekly work schedule, will be granted on a first-come, first-serve basis until the leave complement is full, if conditions permit.

Leave granted under this provision may be reposted, if canceled, at the determination of the Employer.

B. When Management grants leave on a daily or hourly basis, a record of rotation will be posted. Letter carriers will initial record of rotation when granted leave.

SECTION 11. VACATION PLANNING MEETING

The vacation planning meeting shall take place within the **month of October** to plan the leave for the calendar year. The Branch President, or designee, and a craft representative shall be present at this meeting. The vacation planning meeting shall be separate from the monthly labor management meeting.

SECTION 12. LEAVE FOR UNION BUSINESS

The parties shall agree to allow Union Officers leave for official union business, provided reasonable notice has been given. Any leave granted for this purpose will be in addition to the agreed upon maximum for that period. Reasonable efforts to accommodate this type of request will be made by Management.

ARTICLE 3 HOLIDAY SCHEDULING

SECTION 1. POSTING

The Manager in each section shall post a holiday work schedule on the Tuesday preceding the week in which the holiday falls, naming all employees and their assignments to be worked on the holiday or the day designated as a holiday.

SECTION 2. SELECTION

A. Management will select carriers to work on holidays and designated holidays in the following order:

- 1) **PTF**
- 2) **FT and PT regulars who have volunteered to work on the holiday, or their designated holiday by seniority.**
- 3) **CCA**
- 4) **FT and PT regulars who have volunteered to work on their non-scheduled day by seniority**
- 5) **FT and PT regulars who have not volunteered to work on the holiday and whose holiday it is not: such employees shall be selected on a juniority basis.**
- 6) **FT and PT regulars who have not volunteered to work on the holiday and whose holiday it is: such employees shall be selected on a juniority basis.**
- 7) Carriers that have a non-scheduled long weekend (Friday, Saturday, Sunday) shall not be required to work the designated holiday if annual leave is approved for the week following the long weekend. However, such carriers may volunteer in the proper sequence of selection.

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 4
REASSIGNMENTS AND POSTING

SECTION 1. POSTING

- A. All vacant and newly established assignments shall be posted with complete job descriptions (including Form 1840 and the latest adjustments made) of duty assignments of each route. The time of posting shall be from 12:00 p.m. the first Wednesday until 3:00 p.m. the next Tuesday
- B. Form 1717 will be used to bid for posted full-time duty assignments. This form must be completed and placed in a locked bid box at the Main Office. An employee may cancel his or her bid by properly filling out another Form 1717 and putting it in the bid box before closing time of the bid.
- C. All letter carriers must have their bids in the bid box by the closing time of bids. The bid box will not be opened until the posting time has passed.
- D. During posting periods, keys shall be sealed, postmarked, and signed by Labor and Management Representatives. When posting is closed, key envelopes will be opened by representatives from Labor and Management. Failure of a Labor Representative to appear or make satisfactory arrangements shall not delay the opening of bids.
- E. The keys to the bid box will remain sealed in the unit safe until the close of the posted bid.
- F. The bid box shall be attached to wall or case, properly marked in full view.
- G. The successful bidder to a posted duty assignment shall be in the new assignment, normally on the first Saturday, but not later than the second Saturday following the close of the bid. When the successful bidder is not placed in bid on the first Saturday, an explanation will be sent to the Union and a verbal explanation to the successful bidder.
- H. When there is a change in the original starting time of any assignments of more than one hour, for the duration of this Local Memorandum of Understanding, the option to post bid shall be that of the assigned carrier. The option shall be exercised within ten (10) days after new starting time is posted.
- I. Management will post an updated seniority roster listing all letter carriers with their date of appointment. The roster shall be posted January and July each year.

SECTION 2. ABOLISHMENT OF ROUTES

A. 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, highways, housing projects, all routes and full-time duty assignments at that unit held by letter carriers 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.

B. The posting for bid of routes and full-time duty assignments in the circumstances as described in Paragraph A, above, shall be restricted to the affected delivery section. This shall be an exception to the procedures for posting duty assignments provided in Article 41 of the National Agreement and in this Local Memorandum of Understanding.

ARTICLE 5
ASSIGNMENT OF ILL OR INJURED EMPLOYEES

SECTION 1. LIGHT DUTY ASSIGNMENTS

- A. A minimum of one (1) eight-hour position shall be reserved for assignment of light duty carriers within the installation.
- B. Light duty assignments, when available, shall be given to full-time employees.
- C. Excess light duty employees in one section may request a light duty assignment in another section.
- D. The light duty assignment shall be route casing, markups and forwards, recording 3575's, updating route books and 3982's, relabeling carrier cases, special delivery runs, collections, express mail and customer service, labeling inside of apartment house mail receptacles, and/or other duties that the employee is qualified to perform.
- E. A part time flexible employee eligible for light duty assignment shall work the light duty assignment if it is not covered by a regular employee.
- F. The Employer shall keep a record of all letter carriers' requests and assignments to light or limited duty for the duration of the Local Memorandum of Understanding. The Union will have access to such records.
- G. When granting request for light duty assignments, the installation head shall be guided by the provisions of Article 13 of the National Agreement.

ARTICLE 6 SAFETY AND HEALTH

SECTION 1. SAFETY AND HEALTH COMMITTEE

The Safety and Health Committee shall meet quarterly in accordance with Article 14, Section 7 of the National Agreement.

SECTION 2. SAFETY INSPECTION

The Union shall be notified three (3) days prior to all scheduled safety inspections by the Altadena Post Office, involving carrier sections.

SECTION 3. EMERGENCY CONDITIONS

Guidelines for curtailment or termination of postal operations to conform to orders of local authorities as local conditions warrant because of emergency conditions. After a thorough review of local authority declarations, when postal authorities declare an emergency condition exists which endangers the well being of a carrier, they shall take prompt action to alleviate such danger. At such time when a carrier is outside the office and Management communications to him regarding the emergency which may affect his well being cannot be given him in a timely manner, it is natural for the carrier to determine the proper actions to take based upon his mature good judgement; when and if such is done, he shall communicate with Management as soon as possible.

ARTICLE 7
VEHICLE STANDARDS

SECTION 1. MAINTENANCE

A. No vehicle shall be assigned to a carrier unless it conforms to recognized safety standards, in accordance with M-41.

B. The Employer shall assign the same vehicle to the same full-time route on a regular basis. Vehicles may be rotated each quarter. When a temporary replacement is needed, Management shall make every effort to replace that vehicle with the same type and size vehicle.

C. All motor vehicles shall be inspected and tuned to conform to the California anti-pollution control laws. All vehicles shall be maintained to conform with vehicle maintenance standards including gas, oil, water, and battery checks. The carrier is still responsible for the expanded Vehicle Safety Check Notice #76.

D. The Employer shall maintain all vehicles in a reasonable state of cleanliness, including an exterior wash bi-weekly and interior wash once a month.

**ARTICLE 8
REPRESENTATION**

SECTION 1. LABOR MANAGEMENT MEETING

- A. The Employer shall meet and hold Labor Management Meetings with representatives of the Union on the first Wednesday of each month at 10:00 a.m., or any other time that is mutually agreed upon.
- B. Special or emergency meetings shall be by mutual agreement.
- C. Meetings may be postponed or rescheduled by mutual agreement.
- D. The Union shall be entitled to one representative, of its own choosing, on the clock at the Labor Management Meeting.
- E. Union and Management members in attendance shall be limited to three (3) for each party, unless technical advisors are needed.
- F. The Employer shall record the minutes of the meeting. Reviewed copies signed by both parties shall be posted on the official bulletin board and a copy supplied to the Union within ten (10) working days of the meeting.
- G. Agenda items shall be submitted twenty-four (24) hours in advance of the Labor Management Meeting. Both parties may submit an agenda.
- H. A file copy of minutes of the Labor Management Meeting shall be retained by each section manager for the duration of the Local Memorandum of Understanding.

ARTICLE 9
UNION - MANAGEMENT COOPERATION

SECTION 1. POSTED NOTICES

A copy of all official posted notices directed to the letter carrier craft in the Altadena Post Office, will be furnished to the President of Branch 2200, N.A.L.C., by Management.

SECTION 2. BULLETIN BOARDS

One bulletin board, enclosed in glass shall be provided by Management for each carrier section. A lock and two (2) keys will be furnished for the use of the President of Branch 2200, and designee.

ARTICLE 10
MISCELLANEOUS PROVISIONS

- A. It is the responsibility of Management to hold stand-up sessions to acquaint carriers with contents of postal and regional bulletins, local bulletins and memoranda relating to the craft. Carriers have a responsibility and are encouraged to read all posted notices and bulletins.
- B. A request by an Officer of the Branch for the use of the telephone relating to the administration of the working agreement shall be granted within a reasonable time to administer the business at hand.
- C. The Shop Steward will have the right, subject to the permission of Management, to make announcements of issues of interest to both letter carriers and the Postal Service.
- D. A letter carrier shall be granted the opportunity, upon timely request, to inspect his or her personnel jacket, off the clock.
- E. When Form 3996, Carrier Auxiliary Control, is properly executed, the Supervisor shall notify the carrier promptly after reviewing the circumstances. The carrier shall be notified of the disposition of his request no less than one (1) hour before scheduled leaving time.
- F. The Employer shall make available parking spaces in the employee parking lot for letter carriers based on the percentage of letter carriers assigned to the delivery unit. These spaces will be assigned to letter carriers on a seniority basis. When the regular carrier is not scheduled, the parking space shall be occupied by the relief carrier. If all vehicles can be parked safely, any changes in the above would require prior notice. The percentage of spaces to be computed by the Employer and the Union on a yearly basis.

**NATIONAL ASSOCIATION
OF LETTER CARRIERS
AFL-CIO**

**ANTHONY TRIPOLINO BRANCH
NO. 2200**

ALTADENA, CALIFORNIA

This agreement is entered into pursuant to the terms of Article 30 of the **2011 - 2016** National Agreement between the National Association of Letter Carriers Union, AFL-CIO and the United States Postal Service.

Signature on File

Mike Wyly, President
NALC Branch 2200

July 11, 2014

Date

Signature on File

Lisa Ball
Manager of Post Office Operations
Altadena, California

July 11, 2014

Date