

MEMORANDUM OF UNDERSTANDING

Between

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

And

**UNITED STATES POSTAL SERVICE
GLENDALE, CALIFORNIA**

2011 – 2016

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N.A.L.C. AGREEMENT

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into on **April 30, 2013** at Glendale, California between the Representatives of Branch 2200, National Association of Letter Carriers, AFL-CIO, and Management of the Glendale Post Office. This Memorandum of Understanding plus those items, if any, from this office that are resolved per agreement upon impasse procedure, constitutes the entire agreement on matters relating to local conditions of employment.

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at the national level with respect to wages, hours of employment, and other terms and conditions of employment; unless superseded by terms of the National Working Agreement of **2011**.

ARTICLE I UNION RECOGNITION

SECTION 1. RECOGNITION

The President and all Officers and Shop Stewards of the National Association of Letter Carriers, AFL-CIO, shall be afforded proper, prompt, and due recognition by all Management Officials and supervisory personnel at the Main Office and all Branches and Stations of the Glendale Post Office when those Branch Officials are carrying out their obligations, duties, and responsibilities of the National Association of Letter Carriers, AFL-CIO, Local Memorandum of Understanding and the National Agreement.

SECTION 2. USE OF POSTAL FACILITIES

The National Association of Letter Carriers shall be permitted to hold business meetings and elections in the Conference Room or the Swing Room at the Main Office and all stations. Permission must be obtained from the Postmaster or designee, and providing all participants are off-the-clock and are members of the National Association of Letter Carriers.

SECTION 3. SPECIAL CHRISTMAS MEETING

A special Christmas Meeting will be held no later than December 1st, if needed. The Branch President, Vice-President and Shop Stewards of all stations will be on-the-clock and notified of such meeting.

SECTION 4. ORIENTATION

The President or designee shall be notified after successful completion of new orientation class for new employees, in order to provide the Union President or designee ample opportunity to address new employees on-the-clock during their first week of duty in the Glendale Post Office.

ARTICLE 2
TECHNOLOGICAL AND MECHANIZATION CHANGES

SECTION 1. ADVANCE NOTICE

Management agrees to advise the Union of proposed installation of additional mechanical equipment as soon as information is received. Management will then meet with Union Representatives to discuss the effect of the mechanical installation on the employees of the Union.

ARTICLE 3 HOURS OF WORK

SECTION 1. SCHEDULES

A. Letter carriers in the Glendale Post Office will be granted a non-scheduled work day on a rotating basis.

B. Management shall post on the official bulletin board in each section, a yearly schedule of all full time carrier assignments with non-scheduled days to be denoted by alphabet, in rotating order.

C. A weekly work schedule must be posted on the official bulletin board at each work location. The schedule must show the duty assignment of all carriers assigned to the section.

SECTION 2. CALL IN OF FULL TIME CARRIERS

A. The T-6 carrier technicians will not move off their scheduled route unless the regular 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 3. EXCHANGE OF NON-SCHEDULED DAYS

Carriers may exchange non-scheduled days with the mutual consent of Union and Management.

SECTION 4. SCHEDULING OF WORKLOAD

Carriers who submit Form 3996 after the last dispatch shall be notified by Management within sixty (60) minutes as follows:

- a) curtailment of mail
- b) overtime granted
- c) auxiliary assistance provided

SECTION 5. EMERGENCY

Emergencies shall be defined in Article 3-F of the National Agreement. The Union Representative will be advised when an emergency is occurring. A written explanation will be provided the Union President, upon request.

SECTION 6. JURY DUTY SCHEDULE

Letter carriers who choose to have their work schedules changed temporarily, to conform to court service hours, submit Form 3189.

SECTION 7. BREAKS

A. Each carrier shall have two breaks of ten (10) minutes each, per day. Whether both breaks are taken on street time, or one on office time, shall be determined by a majority of the carriers in each delivery unit once each calendar year.

B. The polling of the carriers in the unit will be done by a Union Representative, selected by the local Union President.

C. The polling shall take place during the month of September, to be effective October 1st.

SECTION 8. TEMPORARY ROUTE VACANCIES

A. In each section, Management shall post all temporarily vacant full time craft duty assignments of anticipated duration of five days or more.

B. Full-time reserved, unassigned regular and part-time flexible carriers may indicate their preference for such assignments until twenty-four (24) hours before the posting of the weekly work schedule.

C. The senior carrier having indicated their preference shall be notified that they are awarded the assignment.

D. The above shall not apply where assignments become available upon less than twenty-four (24) hours notice. In such circumstances, Management shall inquire as to the preference of each eligible carrier not on an opted assignment, and award the assignment to the senior carrier who indicates a preference.

E. All preferences will be submitted in writing and maintained by the delivery unit manager until the assignment is terminated. This file will be subject to review by the Union Representative.

F. Carriers that do not opt but are assigned by Management to a vacant assignment will maintain the employee's regular rotating days off, with the exception of part time flexibles and flexible full-time carriers.

SECTION 9. OVERTIME DESIRED LIST

- A. The overtime desired list shall be posted on the official bulletin board for each section.
- 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 shall 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 showing each carrier on the overtime desired list, accumulated overtime each pay period.

SECTION 10. WASH-UP PERIODS

- A. Article 8, Section 9 provides reasonable wash-up time for a carrier who performs dirty work.
- B. Each letter carrier will be granted reasonable time for wash-up after casing the route and prior to delivering on the street. Every letter carrier will also be granted reasonable time for wash-up after returning to the office from the street. Every letter carrier working as a router shall be granted reasonable wash-up time each work day.

ARTICLE 4 LEAVE PROGRAM

SECTION 1. NOTIFICATION

A. The Employer shall notify all letter carriers, no later than November 1st, of the beginning date of the new leave year by posting a red-bordered notice on the official bulletin board of each section. A copy of the notice shall be presented to the shop stewards. The shop steward will provide the red-bordered paper.

B. The end of the leave year shall be one (1) day prior to the beginning of the new leave year.

SECTION 2. VACATION PLANNING

A. Vacation bidding will be by strict seniority, by section. A section is defined as follows:

- 1) Grand Central Station - **1**
- 2) **Grand Central Station - 2**
- 3) Tropico Station
- 4) La Crescenta Station
- 5) Verdugo Viejo Station - 6
- 6) Verdugo Viejo Station - **8**
- 7) Main Office Carrier Station - 3
- 8) Main Office Carrier Station - 7**

B. The number of leave periods per unit available for vacation bidding will be as follows:

On November 1st, the number of career carriers, in each section will be totaled. The number of carriers that will receive scheduled vacation annual leave each week during the leave year shall be 11% of the above total. At the conclusion of the fifteen day open vacation selection period, 50% of the unbid slots will be closed, if only one slot remains open in that week, it will remain open and if 3 slots remain open, 2 slots will be closed.

Any fractions of .50 or more above the whole number will round up to the whole number. Any fractions of .49 or less above a whole number will round down to the whole number.

C. Management shall post a seniority list by section. A copy shall be given to the Shop Steward. Section Supervisor to retain a file copy for the duration of the leave year.

D. No letter carrier will be called in to work while on a period of annual leave, except in case of a serious emergency.

SECTION 3. CHOICE VACATION PERIOD

The choice vacation period is January 1st through January 31st. The intent of the parties is not to allow all letter carriers leave during the month of January.

SECTION 4. LEAVE PROGRAM/BIDDING PROCEDURES

A. Union representative from each unit will meet with the Manager, Customer Service prior to November 1st of each year **to discuss the leave year, earned leave, complement, and the number of periods that will be available in each section.**

B. The first selection round shall begin on November 5th, not to exceed December 15th (42 days). The second round shall begin no later than December 16th, not to exceed the end of the current leave year. If the bidding is not completed by the end of the current leave year, **career** carriers will be granted the week(s) they request, by seniority until the maximum number of **periods** per week is filled.

C. **Career** carriers not making a selection within the two working days will be temporarily passed over, but exercise the right to make a selection at the beginning of any new forty eight (48) hour period during the selection process.

D. After all **career** carriers have selected or passed, the annual leave schedule will be permanently posted on the official bulletin board in each section.

E. **Career** carriers on extended leave during the selection period will have Form 3971 sent by certified mail with a return receipt no later than November 1, explaining the selection process and setting a date for return of the carrier's annual leave selection. If selection is not returned by the pre-determined date, the carrier will be passed over for selection, then 4-C will apply.

F. During the **first round of the** bidding period, a **career** carrier may choose **up to five (5) vacation periods inside or outside the choice vacation period. During the second (2nd) round, career carriers may choose up to three (3) vacation periods inside or outside the choice vacation period. After the conclusion of the second (2nd) round of vacation selection, carriers may submit a PS form 3971 for any open vacation periods for up to fifteen (15) days.**

G. An approved duplicate copy of Form 3971 shall be given to each **career** carrier at the time of selection. Original to be retained by Supervisor for the duration of the leave year.

H. Vacation periods will be chosen for the carrier's personal use and are not to be traded or bartered.

SECTION 5. LEAVE PERIODS

- A. The beginning day of a carrier's annual leave period shall be Monday and the ending day shall be Sunday.
- B. Carriers reassigned within the craft from one section to another shall retain approved annual leave in the new section. The losing section may post the vacated annual leave at the manager's option.
- C. It is not the intent of the parties to disallow any applications for leave during the leave year in any section where the percentage quota has not been filled in concurrence with Section 12 of this Article.

SECTION 6. CANCELED LEAVE

- A. A carrier's written request to cancel scheduled leave must be submitted to the immediate Supervisor no later than 12:00 noon on the Friday prior to the Wednesday posting of the weekly work schedule.
- B. When a carrier is reassigned to another installation or leaves the craft, the vacated period(s) shall be treated as canceled leave.
- C. Canceled leave periods shall be posted immediately for bid, in that section until 10:00 a.m. the following Tuesday. Award will be made to the senior bidder at the end of the posting day.
- D. A letter carrier will have the right to cancel any number of days of their scheduled leave awarded during the selection process for the current leave year. That canceled leave will then be posted for bid, the carrier may bid on one or more of the days posted, in accordance with item C above.

(Impass Headquarters Appeal)

SECTION 7. UNSCHEDULED LEAVE

If leave is requested for periods of leave other than the approved leave schedule, the carrier must submit Form 3971, in duplicate, to the Supervisor within fifteen (15) days of the period requested. The leave will be granted, if conditions permit.

SECTION 8. EMERGENCY LEAVE

Emergency leave shall be granted in accordance with provisions of the Employee and Labor Relations Manual.

SECTION 9. SPECIAL LEAVE

- A. Jury duty and military leave shall not be charged to the regular leave quota.
- B. Carriers will be allowed to take annual leave on their birthdays if it falls on a scheduled work day. During the month of December, if conditions permit, the request will be allowed by Management.
- C. Management shall, as they have in the past, release all employees possible for their Religious Days and Religious Holidays, upon their request.

SECTION 10. CONVENTION LEAVE

- A. During State and National Convention months, one delegate in each section shall be allowed to attend.
- B. Convention leave shall not be charged to the regular leave quota.
- C. The Union will notify Management, by January 1st, of convention dates and number of delegates.

SECTION 11. UNION LEAVE

Requests for leave to conduct union business should be granted upon request by a Union Officer. Such requests shall take precedence over all other Unscheduled Annual Leave requests.

SECTION 12. EXTRA LEAVE SLOTS

Applications submitted up to seven (7) days prior to posting the weekly work schedule 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 slot which is open must be granted on a first-come, first-serve basis until the leave complement is full.

Applications submitted less than seven (7) days prior to the posting of the weekly work schedule will be granted, if operations permit. All leave approved under this section will be entered on the leave charts by a Union Representative.

ARTICLE 5 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 carriers and their assignments to be worked on the Holiday or Day designated as a Holiday. Management may change Holiday Assignments to meet the needs of the operations.

SECTION 2. SELECTION METHOD

Management will select carriers to work on Holidays and Designated holidays in the following order.

The method of selecting letter carriers to work on a holiday or designated holiday is as follows:

- 1) **All part-time flexible employees to the maximum extent possible, even if the payment of overtime is required.**
- 2) **All City Carrier Assistants to maximum extent possible, even if the payment of overtime is required.**
- 3) All full-time **letter carriers** who **have** volunteered to work on **their holiday or their designated holiday** - by seniority.
- 4) **All full-time letter carriers who have volunteered to work on their non-scheduled day – by seniority.**
- 5) Full-time **letter carriers** who **do** not volunteer on **what would otherwise be** their non-scheduled day – by **inverse seniority**.
- 6) **Full-time letter carriers who do not volunteer on what would otherwise be their holiday or designated holiday – by inverse seniority.**
- 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 carriers, carriers shall be selected according to the same order as above.

ARTICLE 6
ASSIGNMENT OF ILL OR INJURED EMPLOYEES

SECTION 1. REQUEST FOR REASSIGNMENT

A. The Employer will make every effort to employ all applicants for light duty. When a request is denied, a meeting shall be held between the Union's Representative and the Postal Manager denying the request to determine if denial is appropriate.

B. There shall be reserved by the Employer forty (40) hours per day which shall be designated as light duty assignments for the carriers. The assignments to be consistent with Article 13 of the National Agreement.

C. The Employer shall make every effort for carriers in their own stations for light duty assignments.

SECTION 2. TEMPORARY REASSIGNMENTS

The local craft names the following positions for temporary reassignments for recuperating employees unable to perform their regularly assigned duties:

A. Assisting routes that are overloaded by casing mail, marking up go-backs, labeling cases, rewriting 3982's according to rows, etc.

B. Helping out with parcel post routes if able to do so.

C. Helping out Vehicle Operations Maintenance Assistant with records and vehicle checks.

D. Helping carrier Supervisor in any way which may be of help to the delivery of mail.

E. Any other position mutually agreed upon by Union Representative, carrier involved, or Management, or problem, provided the ill or injured employee of the craft is capable and has the necessary knowledge to perform these duties.

ARTICLE 7 SAFETY

SECTION 1. JOINT LABOR-MANAGEMENT SAFETY AND HEALTH COMMITTEE

- A. Union names their representatives.
- B. No more than one representative from each section.
- C. Meetings will be held at least quarterly, or more often. Dates to be established by all parties concerned in full compliance with Article 14 of the National Agreement.

SECTION 2. EMERGENCY CONDITIONS

- A. In the event of a local, state, or national disaster, called by local, state, or federal authorities or higher postal authorities by radio or other media suspending postal operations, the order shall be complied with immediately until orders are received authorizing the resumption of postal activities.
- B. If an emergency condition arises while the carrier is on the route that the carrier feels will be of a dangerous nature, the carrier will call in for instructions, if possible. If it is impractical for the carrier to report to their home office, the carrier will report to the nearest installation in the city to secure the mail and then proceed, as instructed, as to what to do by postal management.
- C. If a carrier is called at home and told not to report because of emergency conditions, the Employer will issue instructions as to the carrier's status in the work and pay area.
- D. The first and foremost consideration in any decision is the safety of postal personnel.

SECTION 3. VEHICLE SAFETY STANDARDS

No vehicle will be assigned to a carrier unless it can be reasonably expected to conform to recognized safety standards.

SECTION 4. ASSIGNMENT OF VEHICLES

The Employer will make a reasonable effort to assign the same vehicle to the same full time route each day, if operational requirements permit. Management may interchange vehicles to equalize mileage and to reflect the mail volume for the various routes.

SECTION 5. CLEANLINESS OF VEHICLES

It is the Employer's intent that vehicles be maintained in an acceptable state of cleanliness, including monthly washes inside and outside of vehicle.

ARTICLE 8 REPRESENTATION

SECTION 1. LABOR-MANAGEMENT MEETINGS

- A. The Employer shall meet with representatives of the Union on the second Thursday of every odd numbered month. Special or emergency meetings shall be mutually agreed upon.
- B. The Union and Management members' attendance shall be one (1) from every letter carrier unit.
- C. The start of meetings shall alternate between 8:00 a.m. and 1:00 p.m. The length of the meeting shall be determined at the beginning of the meeting based on the agenda, not to exceed two (2) hours.
- D. Scheduled meetings may be postponed by mutual consent.
- E. Agendas shall be presented twenty-four (24) hours in advance of scheduled meetings.
- F. Both parties may submit an agenda.
- G. Unresolved agenda items shall be the first order of business.
- H. Discussion shall be limited to agenda subjects. Additional items may be discussed by mutual agreement.
- I. The Employer shall record minutes of the meeting. Reviewed copies signed by both parties shall be posted in each section, one copy shall be supplied to each person in attendance, within fifteen (15) work days after the meeting.
- J. A file copy of the Labor Management agenda shall be retained in Postmaster's office for the duration of the Local Memorandum of Understanding.

ARTICLE 9
EMPLOYEE PARKING

SECTION 1. PARKING PROVISIONS

A. A provision will be made for Officials of Branch 2200 to park on post office property while on official union business.

B. The Employer will continue every effort to provide parking for all carriers at each delivery unit.

ARTICLE 10 BULLETIN BOARDS

SECTION 1. SIZE

The Employer will provide the Union one (1) bulletin board at each carrier section, for the exclusive use of the Union, and be enclosed in glass, locked with keys and keys presented to the Union. The approximate size will be 42" x 48".

SECTION 2. LOCATION

Management representative and the Union representative will jointly decide as to the best location of the Union bulletin boards.

ARTICLE 11
UNIFORMS AND WORK CLOTHES

SECTION 1. CLIMATE

Due to mild and varying climate, no seasonal change will be made.

SECTION 2. APPEARANCE

Management and craft will cooperate fully to encourage all carriers to appear neat and clean in the prescribed uniform at all times.

ARTICLE 12 POSTING

SECTION 1. ASSIGNMENT

A. Bidding for vacant letter carrier assignments will be installation wide with seniority as the determining factor at all times.

B. All vacant and newly established assignments shall be posted with complete job descriptions of the duty assignment. The time of posting shall be from 3:00 p.m. the first Wednesday after the successful bidder is placed into the new assignment until 12:00 noon, the following Tuesday.

C. The successful bidder to a posted duty assignment shall be in the new assignment on the first Saturday following the close of the bid.

D. No changes in route assignment shall be made in November unless the closing bid was at least ten (10) days before the third Monday in November, except by mutual agreement between craft, Management, and carrier concerned. No changes or route assignments during the month of December. Carrier(s) shall be placed in the new assignment on the first Saturday in January.

E. It is the responsibility of the employee to have his or her bid in the personnel office by closing time of bid. A carrier may withdraw their bid anytime prior to the closing of the bid period.

F. A private vehicle will not be considered as a qualifying factor in being the successful bidder for a carrier assignment.

G. A carrier may bid for as many assignments as are posted, stating their preference in the following manner - first choice, second choice, etc.

H. A copy of all written notices affecting the carrier craft shall be sent to the President, Vice-President, Secretary at the local Union office and a copy presented to all shop stewards and Union representatives at their work locations.

I. At a carrier's request, a copy of vacant assignments placed up for bid will be sent to carriers, either on scheduled vacation or extended leave, to the home address on file at this office or to another address designated by the carrier.

J. Whenever a part-time flexible carrier desires a reassignment to another carrier station, they will submit a request, in writing, to their Manager of Customer Services. Seniority will govern the reassignment. The employee will notify the Branch President of the request.

K. No assignments will be reposted due to any changes in starting time or route adjustments in case of any major change, Management will consult the craft of this proposed change and when the question of who shall retain their route arises, the senior carrier shall have a choice to either retain their assignment or to have it reposted.

SECTION 2. SENIORITY ROSTER

A letter carrier seniority list will be updated and posted on the official bulletin board every January and July of each year. Two (2) copies will be sent to the local Union office.

SECTION 3. ROUTE FAMILIARIZATION

A. A carrier must have at least thirty work days given to them to familiarize themselves and to become proficient.

B. A carrier technician must have at least sixty work days for them to become proficient on a string of five routes.

SECTION 4. ABOLISHMENT OF ROUTES

A. When a letter carrier route or full-time duty assignment, other than the letter carrier route(s) or full-time 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 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.

B. The posting for bid of routes and full-time duty assignments in the circumstances described in Paragraph A, above, shall be restricted to the affected delivery unit. 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 13 MISCELLANEOUS

SECTION 1. TELEPHONES

A. Management will allow the Union access to the phone whenever the necessity arises. In case of problems, Management will consult craft and try to correct any problem. The Union Official shall notify the Supervisor when he is going to use the phone and be reasonable in his time and usage.

B. On incoming calls, the Supervisor must call the Union Official if the caller requests that person and the Union Official will be reasonable as to the length of time spent on the phone. Any problems arising from this policy, the Postmaster and the Branch President will meet to resolve the difference.

SECTION 2. COMBINED FEDERAL CAMPAIGN

Recognizing the vital role that the Glendale postal employees play in supporting the drive for funds for the Combined Federal Campaign and the consequent strengthening of good human values and the building of good customer relations, the Union will cooperate by encouraging all letter carriers to become active as contributors to, and collectors for, the Combined Federal Campaign.

SECTION 3. TRANSPORTATION AGREEMENTS

Due to liability insurance coverage, in case of accidents and for an efficient delivery service, Management and craft agree to cooperate to the fullest extent to prevent carriers from using their cars to go to and from the routes without authorization.

ARTICLE 14

IDENTIFICATION OF SECTIONS

SECTION 1. DEFINITION

The following stations/units shall be considered as a section:

- A. Tropico Station
- B. Verdugo Viejo Station - 6
- C. Verdugo Viejo Station - 8
- D. Grand Central - 1**
- E. La Crescenta Station
- F. Grand Central Station - 2
- G. Main Office Carrier Station - 3
- H. Main Office Carrier Station - 7**

SECTION 2. REDUCTION

When it is proposed to reassign carriers within the installation, letter carriers excess to the needs of a section, a section shall be identified the same as Section 1, above.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding constitutes agreement between the Anthony Tripolino Branch 2200 of the National Association of Letter Carriers, AFL-CIO, and the Management of the United States Postal Service at Glendale, 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, AFL-CIO, and the United States Postal Service.

It is understood that those items currently contained in the previous Local Memorandum of Understanding, not in conflict or inconsistent with the terms of the National Agreement, shall remain in effect.

Signature on File

Mike Wyly, President
NALC Branch 2200

July 11, 2014

Date

Signature on File

Lisa Ball
Manager of Post Office Operations
Glendale, California

July 11, 2014

Date