

MEMORANDUM OF UNDERSTANDING

Between

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

And

**UNITED STATES POSTAL SERVICE
SANTA CLARITA, CALIFORNIA**

2011 – 2016

TABLE OF CONTENTS

	Page
MEMORANDUM OF UNDERSTANDING	1
ARTICLE 1 – UNION RECOGNITION	
Section 1 – Union Rights.....	2
ARTICLE 2 – HOURS OF WORK	
Section 1 – Schedules	3
Section 2 – Overtime Desired List	3
Section 3 – Call-In or Schedule In of Regular Carrier	4
Section 4 – Wash-Up Periods.....	4
Section 5 – Jury Duty Schedules	4
Section 6 – Hours of Work	4
Section 7 – Breaks.....	5
ARTICLE 3 – LEAVE PROGRAM	
Section 1 – Notification	6
Section 2 – Bidding Procedures	6
Section 3 – Vacation Periods	7
Section 4 – Leave Program/Cancelled Vacation Periods	8
Section 5 – Choice Vacation Period	8
Section 6 – Special Leave	8
Section 7 – Emergency Leave	8
Section 8 – Convention Leave.....	8
Section 9 – Unscheduled Leave	8
Section 10 – Leave for Union Business	9
Section 11 – Leave Program/Extra Vacation Leave Period	9
ARTICLE 4 – HOLIDAY SCHEDULING	
Section 1 – Posting	10
Section 2 – Method of Selection	10

ARTICLE 5 – POSTING AND REASSIGNMENT

Section 1 – Posting 11
Section 2 – Posting Due to Abolished Routes..... 12

**ARTICLE 6 – ASSIGNMENT OF ILL OR INJURED REGULAR
WORKFORCE EMPLOYEES/ASSIGNMENTS AND DUTIES**

Section 1 – Assignments 13
Section 2 – Duties 13

ARTICLE 7 – SAFETY AND HEALTH

Section 1 – Safety Committee 14
Section 2 – Emergency Conditions 14

ARTICLE 8 – REPRESENTATION

Section 1 – Labor Management..... 15
Section 2 – Communication 15
Section 3 – Committees..... 16
Section 4 – Standups 16
Section 5 – Union Orientation 16

ARTICLE 9 - PARKING 17

ARTICLE 10 - MISCELLANEOUS

Section 1 – Uniforms 18
Section 2 – Customer and Public Relations 18
Section 3 – Bulletin Boards..... 18

MEMORANDUM OF UNDERSTANDING 19

N.A.L.C. AGREEMENT MEMORANDUM OF UNDERSTANDING

This Memoranda of Understanding is entered into on April 19, 2013, at Santa Clarita, California between representatives of Branch 2200, National Association of Letter Carriers, AFL-CIO, and Management of the Santa Clarita Post Office.

This Memoranda of Understanding plus those items, if any from this office that are resolved per agreement upon the impasse procedure, constitutes the entire agreement on matters relating to local conditions of employment.

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ARTICLE 1

UNION RECOGNITION

SECTION 1. UNION RIGHTS

- A. The President and all Officers and Shop Stewards of the National Association of Letter Carriers, AFL-CIO, of Branch 2200 shall be afforded proper and prompt and due recognition by all Management officials and the supervisory personnel at the Santa Clarita Post Office, when these Branch officials are carrying out their obligations, duties and responsibilities of the National Association of Letter Carriers, AFL-CIO, and MEMORANDA OF UNDERSTANDING and the NATIONAL WORKING AGREEMENT.
- B. A Christmas operation meeting will be held with representatives of the Union and Management. The date and time shall be mutually agreed upon.

ARTICLE 2 HOURS OF WORK

SECTION 1. SCHEDULES

- A. Full-time letter carriers in the Santa Clarita Post Office will be granted a non-scheduled work day on a rotating basis. When Friday is the non-scheduled work day for the week, Saturday shall become the non-scheduled day for the following week.
- B. The station run and parcel post routes shall have a Monday through Friday work week with Saturday and Sunday as their non-scheduled days.
- C. Carriers may exchange scheduled non-work days with other carriers on their string, provided the arrangement is made by Wednesday preceding the scheduled non-work days of the carriers involved. When this mutual exchange of the carrier's scheduled non-work days involves a Friday or Saturday, it must continue until the regular basic work week can be resumed. Concurrence is to be made through the Supervisor in charge. Submission of Form 3189 is mandatory.

SECTION 2. OVERTIME DESIRED LIST

- A. The overtime desired list shall be posted for each section. A section shall be identified by name, and zip code **as follows:**
 - 1) Valencia 91354/91355**
 - 2) Saugus 91350/91390**
 - 3) Canyon country North 91351**
 - 4) Canyon Country South 91387**
 - 5) Newhall 91321/91381**
- B. The overtime desired list will be posted by calendar quarters. On the first day of the quarter, the list will be lined out after the last name, and a copy presented to the Union Representative of each section.
- C. 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 desire.

SECTION 3. CALL-IN OR SCHEDULE IN OF REGULAR 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 overtime status will be required to work wherever needed, unless the T/6 carrier volunteers to move off the string.

SECTION 4. WASH-UP PERIODS

Each letter carrier will be granted reasonable wash-up time after casing the route and prior to delivering on the street. Each letter carrier will also be granted reasonable wash-up time after returning to the office from the street.

SECTION 5. JURY DUTY SCHEDULES

Employees serving on jury duty **may** have a temporary schedule change in their basic work week. The basic work week shall be Monday through Friday. The Supervisor will require Form 3189 to be completed by employees, this normally will be done prior to posting of the weekly work schedule.

SECTION 6. HOURS OF WORK

- A. In each section, Management shall post all temporary 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 two (2) weeks prior to the week of the vacancy.
- B. Full-time reserve, unassigned regular, and part-time flexible letter carriers may indicate their preference for such assignments until forty-eight (48) hours before the posting of the weekly work schedule.
- C. Posting of the weekly work schedule is notice of award.
- D. The above shall not apply where assignments become available upon less than forty-eight (48) hours notice. In such circumstances, Management shall inquire as to the preference of each employee and award the assignment to the senior employee who indicates a preference.

- E. All preferences will be submitted, in writing, and be maintained by the delivery unit manager until assignment is terminated.
- F. Full-time carriers that do not opt, but are assigned by Management to a vacant route will maintain his/her regular rotating days off.

SECTION 7. BREAKS

- A. Each letter carrier shall have two (2) breaks of ten (10) minutes each, per eight (8) hour 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 once each calendar year.
- B. The polling of the letter carriers in the unit will be done by a Union Representative.

ARTICLE 3 LEAVE PROGRAM

SECTION 1. NOTIFICATION

- A. The Employer shall notify all letter carriers no later than October 1st, of the beginning date of the new leave year, by posting a notice (red bordered) on the official bulletin boards of each section, and a copy of the notice shall be presented to each Shop Steward.
- B. The end of the leave year shall be one (1) day prior to the beginning of the new leave year.
- C. **All carriers on leave when the leave selection notice is posted shall be notified by Management, and furnished a copy of the posted notice.**

SECTION 2. BIDDING PROCEDURES

- A. **The first round of the vacation bidding period shall be from October 13th and end no later than December 22nd. The second round of vacation bidding shall begin one day following the end of the first round and be completed no later than January 3rd. The approved schedule shall be posted no later than January 5th.**
- B. Vacation periods shall be chosen by the use of a leave chart, which shall be circulated in each section throughout the letter carrier craft. Selection will be done by seniority of the carriers in each section. A section shall be identified by name, and zip code as follows:
 - 1) Valencia 91354/91355**
 - 2) Saugus 91350/91390**
 - 3) Canyon Country North 91351**
 - 4) Canyon Country South 91387**
 - 5) Newhall 91321/91381**
- C. **In the first round** letter carriers may make one (1) selection in the choice vacation period of ten (10) or fifteen (15) days, or may at his/her option make two (2) selections in the choice vacation period in units of either five (5) or ten (10) days, the total not to exceed the maximum of ten (10) or fifteen (15) days respectively. The selection may be made in the choice and non-choice periods simultaneously during the first selection period.

During the second selection period, letter carriers may select the remaining leave earned in that vacation calendar year. During the third round, letter carriers will be allowed to select any available periods remaining on the chart by seniority, if their account balance has the supporting hours.

- D. Each letter carrier will be allowed two (2) working days to select leave periods. If no selection is made at the end of the two (2) days, the chart will move to the next carrier. The passed letter carrier will be allowed to select the next time the chart is vacant after making a request to select.
- E. An approved copy of Leave Request Form No. 3971 shall be given to each letter carrier on the day of leave selection and a copy shall be retained by Management for the duration of the leave year.
- F. A leave coordinator shall be selected for each section. The coordinator will be selected by the local Union President. The leave coordinator will place all approved leave on the leave chart. All approvals for cancelled leave will be presented to the leave coordinator by the supervisor. The cancelled leave will be entered on the leave chart along with any newly bidded leave by the leave coordinator.

SECTION 3. VACATION PERIODS

- A. Pursuant to Article 30, Section B.6. of the National Agreement, 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.
- B. The number of letter carriers **to be allowed on scheduled vacation periods** each week **shall** be twelve (12%) **assigned** to each section as of October 1st of each year.
- C. Temporary Supervisors (204B) vacation periods will not be included as part of the letter carrier leave quota, at the time the leave is taken.
- D. Letter carriers reassigned within the craft to another section during the leave year shall retain leave periods awarded in previous duty section. This leave will be re-posted if a replacement is available.
- E. When a letter carrier vacates his leave by leaving the craft, or is reassigned to another installation, the carrier's leave shall be treated as cancelled leave.

SECTION 4. LEAVE PROGRAM/CANCELLED VACATION PERIODS

- A. Letter carrier requests for cancellation of vacation periods shall be submitted, in writing to the immediate Supervisor no later than Friday before posting of the weekly work schedule.
- B. All cancelled vacation periods shall be posted immediately for bid in the section affected for two (2) work days and awarded to the senior bidder at the end of the posting day.

SECTION 5. CHOICE VACATION PERIOD

- A. The choice vacation period shall be from May 1st through September 30th, and also include the weeks of Easter and Thanksgiving.
- B. The number of letter carriers that will be allowed on annual leave during the choice vacation period shall be as specified in Article 3, Section 3B.

SECTION 6. SPECIAL LEAVE

Jury duty, military leave, and convention leave shall not be charged to **the regular annual leave quota.**

SECTION 7. EMERGENCY LEAVE

Emergency absence shall be granted, when requested. Documentation may be required within a reasonable time, upon the carrier's return to duty.

SECTION 8. CONVENTION LEAVE

One letter carrier from each section shall be granted time off to attend NALC State and National conventions, in addition to the number granted leave during the choice vacation period.

SECTION 9. 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. The Supervisor must initial the duplicate Form 3971 and return to the applicant within two (2) working days. If Form 3971 is not returned within two (2) work days, provided the letter carrier is on duty, the leave request will stand approved.

SECTION 10. LEAVE FOR UNION BUSINESS

The parties agree to allow Union Officers leave for Union business, provided notice has been given. Any leave granted for this purpose will be in addition to the agreed upon percentage for that period. Management must make every reasonable effort to accommodate this type of quest. Three Officers will be allowed leave from the installation.

SECTION 11. LEAVE PROGRAM/EXTRA VACATION LEAVE PERIOD

- A. Requests for available **periods from the weekly or daily leave calendars** must be submitted to the leave coordinator no later than the Wednesday prior to the week in which the leave is requested. The scheduling supervisor must have completed forms 3971 from the leave coordinator on the day the schedule is posted. Such periods will be awarded of a first come first serve basis.
- B. Leave requests for calendar weeks will be notated on the weekly leave calendar.
- C. Requests for less than a calendar week will fill an open **period**, on the weekly calendar and will be notated on the daily **chart** on which it will only fill the period for that day. Remaining unselected days for that **period** subject to the cutoff time, will remain open for selection for letter carriers.
- D. Leave requests in increments of less than eight hours will be treated as a daily eight hour request, for purpose of the daily leave chart.

ARTICLE 4 HOLIDAY SCHEDULING

SECTION 1. POSTING

The Manager in each section shall post a holiday work schedule on the Tuesday proceeding the week in which the holiday falls, naming both the assignments and schedules for all carriers to be worked on the holiday or day designated as a holiday.

SECTION 2. METHOD OF SELECTION

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

- 1. City Carrier Assistants**
- 2. All part-time flexibles**
- 3. All full-time letter carriers who have volunteered to work on their non-scheduled day – by seniority.**
All full-time letter carriers who have volunteered to work on their holiday or their designated holiday – by seniority.
- 4. Full-time letter carriers who do not volunteer on what would otherwise be their non-scheduled day – by inverse seniority.**
- 5. All other non-volunteer full-time letter carriers – by inverse seniority.**
- 6. Letter 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.**

ARTICLE 5 POSTING AND REASSIGNMENT

SECTION 1. POSTING

- A. An updated roster listing all carriers in order of seniority in the Santa Clarita Post Office shall be posted in January and July, two (2) copies will be provided to the President of the Union, and a copy to each shop steward.
- B. All vacant and newly established assignments shall be posted with complete job descriptions, including latest Forms 1840 back side of duty assignments of each route. The time posting shall be from 3:00 p.m. the first Wednesday of the vacancy until 3:00 p.m. Tuesday. Any carrier on leave must be notified, if they have made a request in writing.
- C. In instances where more than one assignment is posted, a letter carrier may bid for as many assignments as are posted, stating his preferences in the following manner: 1st choice, 2nd choice, 3rd choice, etc.
- D. Letter carriers applying for an assignment shall make a bid, in writing, to the Postmaster during the period for which the notice is posted.
- E. Any carrier awarded a new assignment via the "Invitation to Bid" procedure, shall have the right to decline the new assignment within five (5) calendar days of actually working in the assignment. The carrier declining the award will remain on the new job through the following Friday. The notice to decline must be received verbally or in written notice in the Postmaster's Office by noon of the fifth day.
- F. Successful bidders for posted vacant assignments shall accept the non-working days that accompany the new assignment.
- G. When it is proposed to reassign within an installation employees **excessed** to the needs of a section, a section shall be identified **by name, and zip code as follows:**
 - 1. **Valencia 91354/91355**
 - 2. **Saugus 91350/91390**
 - 3. **Canyon Country North 91351**
 - 4. **Canyon Country South 91387**
 - 5. **Newhall 91321/91381**

- H. Bidding for carrier duty assignments shall be installation wide.
- I. 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.
- J. **Letter carriers applying for a posted duty assignment may bid for the assignment by telephone to the job bidding line, by the USPS website "Lite Blue," or the employer's computer located at the worksite.**

(This bid process will replace Paragraph D when automated bidding becomes effective at the Santa Clarita Post Office.)

SECTION 2. POSTING DUE TO ABOLISHED ROUTES

- A. When a letter carrier's route or full-time duty assignment, other than the letter carrier's 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, 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 should be posted for bid in accordance with the posting procedures in the 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 6
ASSIGNMENT OF ILL OR INJURED REGULAR WORK FORCE
EMPLOYEES/ASSIGNMENTS AND DUTIES

SECTION 1. ASSIGNMENTS

- A. There shall be three (3) positions reserved for the assignment of light duty carriers within the installation.
- B. The Postmaster shall make every effort to employ letter carriers in their own stations for light duty assignments.

SECTION 2. DUTIES

The following duties are to be considered in establishing light duty assignments within the letter carrier craft. No assignment shall adversely affect a member of the regular work force.

- A. Labeling cases (preparing Form 313 and edit sheets)
- B. Stamping Post Office address on all forms requiring same
- C. Assisting routes by casing mail
- D. Assisting in withdrawal of mail
- E. Assisting on collection runs
- F. Taking out swings to carriers on their routes
- G. Express mail
- H. Any and all other assignments designated by the Employer which will not conflict with the ill or injured employee's capabilities as prescribed by the examining physician's report.

ARTICLE 7 SAFETY AND HEALTH

SECTION 1. SAFETY COMMITTEE

- A. The Installation Head or designee shall meet quarterly with designated representative of Branch 2200 on the second Wednesday of the first month of each quarter or at any other time mutually agreed upon. Such meetings shall be on official time for one member of the carrier craft provided the time spent in such meetings is a part of the employee's regular scheduled workday.
- B. Both Management and the Union will comply with Article 14, Section 1 and 2 of the National Agreement.

SECTION 2. EMERGENCY CONDITIONS

Whenever an area within the delivery boundaries of the Santa Clarita Post Office is ordered evacuated or is declared hazardous or a disaster area by local, state, or federal authorities, the following guidelines shall be followed:

- 1. Carriers shall immediately confirm to directives or said authorities to curtail or cease delivery operations.
- 2. Every effort shall be made to secure and protect the mails.
- 3. It is recognized that the safety of the personnel involved in an emergency is paramount, and any action taken should be predicated on that principle, consistent with the good judgment of the carrier.
- 4. It is further recognized that the safety and security of an employee's family in such emergencies is of the utmost concern, and every consideration shall be given to those employees whose families may be endangered.

ARTICLE 8 REPRESENTATION

SECTION 1. LABOR – MANAGEMENT

- A. The Employer shall meet the representatives of the Union on the third Thursday of each month. Special meetings or emergency meetings shall be mutually agreed upon.
- B. Organization and Management member attendance shall be limited to five (5) each.
- C. Meetings shall convene at 10:00 a.m. and shall not exceed one and one-half hours.
- D. Scheduled meetings may be postponed by mutual consent.
- E. Agendas shall be presented the Tuesday morning prior to the day of the scheduled meeting.
- 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, branch, facility, and two (2) copies shall be supplied to the Union within ten (10) work days after meeting.
- J. A file copy of the labor management agenda shall be retained by each section manager for the duration of the Local Memorandum of Understanding.

SECTION 2. COMMUNICATION

A copy of letters, posted notices or communications issued by the Employer relating to policy or matters which affect the letter carrier craft, shall be furnished to the President of Branch 2200 or designee prior to or at the time of issuance.

SECTION 3. COMMITTEES

Branch 2200 President or designee will be consulted prior to the designation of letter carriers to serve on local committees by the installation head. A letter carrier member of all committees shall be designated by the Union President. Committee meetings shall be held on the clock unless mutually agreed upon otherwise. The number of members to be on the clock to be concurrent with the National Agreement.

SECTION 4. STANDUPS

Management and the Union shall cooperate to the fullest extent in furthering the good of the service by keeping the employees currently informed of their rights and any change in policy or procedure by the method of periodic discussions on the workroom floor. This will include, but is not limited to, the reading of postal and regional bulletins. Employees will be on the clock for the time necessary.

SECTION 5. UNION ORIENTATION

The Union President or designee shall be notified at least three (3) working days prior to any new orientation class for new employees and said President or designee shall be provided up to one half hour to address such new employee or employees.

ARTICLE 9 PARKING

The Employer will provide adequate parking facilities at all sections within the Santa Clarita installation.

The method of assignment of available spaces will be made by using the following priorities:

1. Government vehicles and contract vehicles assigned to the section.
2. Sufficient spaces assigned to management personnel permanently assigned to the section.
3. All other available spaces remaining will be made available to employees assigned to the section on a first-come, first-serve basis, regardless of craft.

ARTICLE 10 MISCELLANEOUS

SECTION 1. UNIFORMS

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

SECTION 2. CUSTOMER AND PUBLIC RELATIONS

Recognizing the vital role that the Santa Clarita 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 craft will cooperate by encouraging all employees to become active as contributors to, and collectors, for the Combined Federal Campaign.

SECTION 3. BULLETIN BOARDS

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

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

ANTHONY TRIPOLINO BRANCH NO. 2200

SANTA CLARITA, CALIFORNIA

This agreement is entered into pursuant to the terms of Article 30 of the 2011 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

10/03/2013

Date

Signature on File

Gabriel Magdaleno
Officer In Charge
US Postal Service
Santa Clarita, CA

10/03/2013

Date