

MEMORANDUM OF UNDERSTANDING

Between

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

And

**UNITED STATES POSTAL SERVICE
SIERRA MADRE, CALIFORNIA**

2011 – 2016

TABLE OF CONTENTS

	Page
MEMORANDUM OF UNDERSTANDING.....	1
 ARTICLE 1 – HOURS OF WORK	
Section 1 – Rotating Schedule	2
Section 2 – Call-In of Full-Time Carriers.....	2
Section 3 – Assignments	2
Section 4 – Jury Duty Schedule	2
Section 5 – Breaks.....	2
Section 6 – Holiday and Sunday Schedule	2
Section 7 – Overtime Desired List.....	3
Section 8 – Wash-Up Periods.....	3
Section 9 – Exchange of Schedule	3
Section 10 – Option Assignments	3
Section 11 – Auxiliary Route Assignment	4
Section 12 – Weekly Work Schedule	4
 ARTICLE 2 – LEAVE PROGRAM	
Section 1 – Vacation Planning.....	5
Section 2 – Start Day of Vacation Period	5
Section 3 – Notifications	5
Section 4 – Bidding Procedure	5
Section 5 – Choice Vacation Period	6
Section 6 – Emergency Leave	6
Section 7 – Canceled Leave.....	6
Section 8 – Special Leave	6
Section 9 – Unscheduled Annual Leave	7
Section 10 – Leave Without Pay	7
Section 11 – Union Leave.....	7
 ARTICLE 3 – HOLIDAY SCHEDULING	
Section 1 – Posting.....	8
Section 2 – Selection	8

ARTICLE 4 – REASSIGNMENTS AND POSTING

Section 1 – Reassignments 9
Section 3 – Posting..... 9
Section 2 – Abolishment of Routes..... 9

ARTICLE 5 – ASSIGNMENT OF ILL OR INJURED EMPLOYEES

Section 1 – Light Duty Assignment 10
Section 2 – Full-Time Regular Employees..... 10
Section 3 – Light Duty Activities 10

ARTICLE 6 – SAFETY AND HEALTH

Section 1 – Safety and Health Committee 11
Section 2 – Safety Inspection..... 11
Section 3 – Emergency Conditions 11

ARTICLE 7 – REPRESENTATION

Section 1 – Labor Management Meeting 12

ARTICLE 8 – MISCELLANEOUS PROVISIONS..... 13

MEMORANDUM OF UNDERSTANDING..... 14

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

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

ARTICLE 1 HOURS OF WORK

SECTION 1. ROTATING SCHEDULE

All full-time letter carriers assigned to the Sierra Madre Post Office shall have a rotating non-scheduled day. 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. CALL-IN OF FULL-TIME CARRIERS

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 3. ASSIGNMENTS

Reserve and part-time flexible carriers opting for a temporary vacancy shall assume the days off of the assignment, for the time the carrier is working the assignment.

SECTION 4. JURY DUTY SCHEDULE

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

SECTION 5. 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.

SECTION 6. HOLIDAY AND SUNDAY SCHEDULE (PART-TIME FLEXIBLE SCHEDULING)

Management shall continue present method of rotation of qualified part-time flexible employees on holidays and Sundays.

SECTION 7. OVERTIME DESIRED LIST

- A. The overtime desired list shall 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 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 the opportunities and the overtime hours worked by each carrier in the unit, each quarter.
- 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 8. WASH-UP PERIODS

- A. Article 8, Section 9, provides reasonable wash-up time for a letter carrier who performs dirty work.
- B. Every letter carrier will be granted three (3) minutes wash-up time after casing the route and prior to clocking to the street. Every letter carrier will also be granted three (3) minutes wash-up time after clocking into the office from the street. Every letter carrier working as a router shall be granted three (3) minutes wash-up time prior to lunch and prior to their end of tour.

SECTION 9. EXCHANGE OF SCHEDULE

Prior to Wednesday of each week, scheduled days off may be exchanged by mutual consent of supervision and all employees concerned.

SECTION 10. OPTION ASSIGNMENTS

- A. Management shall post on the official bulletin board, 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 one (1) week 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 twenty-four (24) hours 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 and award the assignment to the senior employee who indicates a preference.

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

F. Carriers that do not opt, but are assigned by Management to a vacant assignment, will maintain the employee's regular days off.

SECTION 11. AUXILIARY ROUTE ASSIGNMENT

The senior part-time flexible carrier, if he opts, will be assigned to the auxiliary route on a regular basis, providing that all part-time flexible hours are equitable. A part-time flexible carrier assigned to an auxiliary route shall only be displaced by a regular carrier when no other assignment is available in the unit or for the training of a new employee.

SECTION 12. WEEKLY WORK SCHEDULE

A weekly work schedule must be posted on the official board at each work location. The schedule must show the duty assignments of all carriers assigned to the unit.

ARTICLE 2 LEAVE PROGRAM

SECTION 1. VACATION PLANNING

- A. Annual leave will be awarded on a seniority basis by bids.
- B. The number of letter carriers allowed annual leave each week of the Leave Year shall be twelve percent (12%), rounded to the next higher number (i.e. point five [.5] and above would increase the number allowed annual leave by one), of the letter carriers assigned to the installation as of September 1st of the current Leave Year and continue thru Leave Year **2016**.
- C. Each letter carrier will be granted a maximum of three weeks during the choice vacation period on the first round of bidding.
- D. The number of weeks taken at one time outside the choice vacation period by a letter carrier shall be determined by the individual employee, after the first round selections have been made.

(The above section pending Impasse)

SECTION 2. START DAY OF VACATION PERIOD

- A. Letter carriers will start their vacation **period** on a Monday and return to work on Monday following their vacation **period**, 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 **period**.
- B. Part-time flexible carriers will not be required to work Sunday following a week of annual leave.
- C. No letter carrier will be called in to work while on annual leave, except in serious emergency situations.

SECTION 3. NOTIFICATIONS

The beginning date of the new year shall be posted on the letter carriers' bulletin board during the month of December.

SECTION 4. BIDDING PROCEDURE

- A. Form 3971 for the first selection periods shall be presented on October 15th, and filed by the letter carrier on the basis of his first, second, and third choices. The bidding must be completed no later than November 15th. Each letter carrier will be allowed two working days to make his selection. Failure to make selection in the allotted time will place the letter carrier's name at the bottom of the selection list.

- B. On the first round selection, letter carriers may select a period of five (5) days, a period of ten (10) days, a period of five (5) days with a separate period of ten (10) days or fifteen (15) days.
- C. The schedule of the first round bids will be posted by the Manager after approval. All bids must be posted by November 17th.
- D. Immediately after the first round bids are posted, a second selection may be bid for any remaining open periods, by reverse order of seniority. Applications will be submitted on Form 1547. Each letter carrier will be allowed one working day for the selection.
- E. The schedule of second round bids will be posted as approved no later than November 30th.
- F. After the first two selections have been posted, any open periods remaining shall be awarded on a first come basis.
- G. An approved copy of Leave Request Form 3971 shall be given to each letter carrier at the time of leave selection and a copy shall be kept by Management for the duration of the leave year.

SECTION 5. CHOICE VACATION PERIOD

The choice vacation period shall begin with the first Saturday in April and end with the fourth full week in November.

(The above section pending Impasse)

SECTION 6. EMERGENCY LEAVE

Emergency leave shall be granted, when needed. Documentation may be required within a reasonable time, upon the letter carrier's return to duty. The need for emergency annual leave will be determined once the carrier returns to duty.

SECTION 7. CANCELED LEAVE

A. Letter carrier requests for cancellation of scheduled leave shall be submitted, in writing, to the unit manager 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.

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

SECTION 8. SPECIAL LEAVE

A. Jury duty, military leave, and attendance at the National or State Conventions shall not be charged to the choice vacation period.

B. Other leave, such as military leave or jury duty, shall not affect a letter carrier's right to annual leave in the choice vacation period. When other leave interferes with a letter carrier's scheduled annual leave, he shall be granted, upon request, the amount of annual leave in any other period available.

C. Leave to attend union activities shall not be unreasonably denied.

D. Letter carriers will be allowed to take annual leave on their birthday, if it falls on a scheduled work day, providing replacements are available.

SECTION 9. 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 period which is open, submitted prior to the posting of the weekly work schedule must be granted on a first-come, first-serve basis until the leave complement is full.

B. Leave in advance, will submit Form 3971 to the section manager. The section manager will review all applications before posting the schedules and award available leave on a fair and equitable basis. All 3971's must be initialed by the Shop Steward, or designee, prior to submission to the section manager.

SECTION 10. LEAVE WITHOUT PAY

If a letter carrier, due to an emergency, uses up all of his or her annual leave, the letter carrier may request leave without pay to cover the vacation period.

SECTION 11. UNION LEAVE

At the request of a Union officer, leave to conduct union business shall be granted upon request, provided reasonable notice is given.

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 schedules to be worked on the holiday or day designated as a holiday.

SECTION 2. SELECTION

The method of selecting employees to work on a holiday is as follows:

- 1. PTF**
- 2. FT regulars who have volunteered to work on the holiday, or their designated holiday by seniority.**
- 3. CCA**
- 4. FT regulars who have volunteered to work on their non-scheduled day by seniority.**
5. FT 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 regulars who have not volunteered to work on the holiday and whose holiday it is: such employees shall be selected on a juniority basis.

A. Carriers that have a non-scheduled long weekend (Friday, Saturday, and Sunday) shall be the last employees 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.

B. The same pecking order will be used to replace carriers after the schedule has been posted.

ARTICLE 4
REASSIGNMENTS AND POSTING

SECTION 1. REASSIGNMENTS

- A. When it is proposed to reassign within an installation, employees excess to the needs of a section, a section shall be identified as those assignments comprising a zip code.
- B. Upon completion of probation, a part-time flexible schedule craft employee may request an assignment to any section, branch or facility. Such request, in writing, to be valid for one year and considered in order of submission.

SECTION 2. POSTING

- A. It is the responsibility of the letter carrier to have his/her bid in the personnel office by closing time of bid. A letter carrier may cancel his/her bid, in writing, and it must be in the personnel office by the closing time of bid.
- B. Sealed bids shall not be opened until 3:00 p.m. It shall be the responsibility of NALC Branch 2200 to have a representative present. His failure to appear or make satisfactory arrangements shall not delay the opening of bids.
- C. When there is a change in the starting time of any assignment of one hour or more, Management's decision to post or not to post shall be determined by consultation with the affected carrier and the Union at the time of change.
- D. Posting shall be installation wide. When retreat rights prevail, the award shall be limited to the section where the employee holds the retreat rights.

SECTION 3. 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 assignment 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 5
ASSIGNMENT OF ILL OR INJURED EMPLOYEES

SECTION 1. LIGHT DUTY ASSIGNMENT

Management will provide at least one carrier with a minimum of four (4) hours per day in light duty assignments. Every effort will be made to increase the number of hours to eight.

SECTION 2. FULL-TIME REGULAR EMPLOYEES

No full-time regular will be adversely affected in providing light duty assignments.

SECTION 3. LIGHT DUTY ACTIVITIES

The light duty assignments 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, the training of new craft employees, and/or other duties that the employee is able to perform.

**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 craft safety and health representative shall be notified of all scheduled safety inspections of the carrier work areas.

SECTION 3. EMERGENCY CONDITIONS

Guidelines for the curtailment or termination of postal operations shall conform to orders of local authorities or 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 wellbeing of a carrier, they shall take prompt action to alleviate such danger. At such times when a carrier is outside the office and management communications to him regarding the emergency which may affect his wellbeing 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
REPRESENTATION**

SECTION 1. LABOR MANAGEMENT MEETING

- A. The parties to this agreement shall meet one day during the first week of each quarter. The meetings shall convene at 1:00 p.m. and shall adjourn by mutual agreement.
- B. Interim joint meetings to be called by mutual agreement.
- C. It is agreed that the agenda items for discussion at the quarterly meetings shall be exchanged by the parties to this Agreement at least one full work day before the scheduled meeting. Items not placed on such agenda shall be discussed only by the mutual consent of the parties.
- D. Management shall record the minutes of the meeting. After approval by both parties, they shall be issued and posted on the carrier bulletin board, and a copy supplied to the Union Representative within ten (10) working days after the meeting.
- E. A file copy of the labor management agenda shall be retained by Management for the duration of this Agreement.

ARTICLE 8
MISCELLANEOUS PROVISIONS

- A. Management will provide sixty-six percent (66%) of the parking spaces for all carriers in the USPS parking lot. The parking spaces will be marked and assigned to carriers on a seniority basis. Assignment will be the responsibility of the Union.
- B. A 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 Union office.
- C. There shall be periodic evaluations to assist new employees.
- D. Trainers of new employees will be given auxiliary assistance or overtime during the training of a new employee, if needed.

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

ANTHONY TRIPOLINO BRANCH NO. 2200

SIERRA MADRE, 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.

Signature on File

Mike Wyly, President
NALC Branch 2200

July 11, 2014

Date

Signature on File

Ana Rodriguez
Manager of Post Office Operations
Sierra Madre, California

July 11, 2014

Date