

MEMORANDUM OF UNDERSTANDING

Between

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

And

**UNITED STATES POSTAL SERVICE
SOUTH PASADENA, CALIFORNIA**

2011 – 2016

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N.A.L.C. AGREEMENT

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding, entered into on **April 19, 2013** at South Pasadena, California between the representatives of the United States Postal Service, and the designated agent of the Union signatory to the National Agreement, National Association of Letter Carriers, AFL-CIO, pursuant to the local implementation provision of the **2011** National Agreement. This Memorandum of Understanding constitutes the entire Agreement on matters relating to local conditions of employment.

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ARTICLE 1 HOURS OF WORK

SECTION 1. ROTATING SCHEDULES

Full-time employees assigned to one-trip routes serving a six-day weekly delivery area shall work a rotating schedule. Non-scheduled days shall advance one day each week. When Friday is the non-scheduled day for the week, Saturday shall be the non-scheduled day for the following week.

SECTION 2. WASH-UP TIME

A. Article 8, Section 9, provides reasonable wash-up time for a letter carrier who performs dirty work.

B. Each letter carrier will be granted reasonable wash-up after casing the route and prior to delivering on the street. Every letter carrier will also be granted reasonable wash-up after returning to the office from the street. Every carrier working as a router shall be granted reasonable wash-up time each work day.

SECTION 3. 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 at the end of each pay period showing the overtime hours worked by each carrier in the section.

E. Once a carrier signs on the overtime desired list, his/her name will remain on the list from quarter to quarter until the carrier request his/her name to be removed or requests a change in the type of overtime desired. A change in the type of overtime would be effective in the new quarter.

SECTION 4. TEMPORARY VACANCIES

- A. 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, part-time flexible letter carriers **and city carrier assistants** 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 eligible employee, and award the assignment to the senior carrier who indicates a preference.
- E. All preferences will be in writing and maintained by the delivery unit manager until the assignment is terminated.
- F. Carriers that do not opt but are assigned by Management to a vacant assignment will maintain the employees regular rotating days off.

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 once each calendar year.
- B. The polling of the letter carriers in the unit will be done by a Union Representative, selected by the local Branch President.

SECTION 6. JURY DUTY SCHEDULE

Employees serving on jury duty shall have a temporary schedule change in their basic work week, upon the request the basic work week shall be Monday through Friday. Employee must notify Management of any change in jury schedule.

ARTICLE 2 LEAVE PROGRAM

SECTION 1. NOTIFICATION

A. All carriers shall be notified by the Employer, of the beginning date of the new leave year by posting a red-bordered notice on the official bulletin board and public announcements. This notice must be posted no later than October 1st.

B. The end of the leave year shall be as identified in the Employee and Labor Relations Manual.

C. Leave selection shall begin on November 1st and each letter carrier shall have a period of not more than three (3) working days to make a selection.

D. The Manager shall post a notice of the order of leave selection on the official bulletin board. A copy shall remain in the official files for the duration of the leave year and a copy shall be given to the Shop Steward. Paragraphs C and F of this section shall be included in the notice of leave selection.

E. All carriers on extended leave when the leave selection notice is posted shall be notified by Management and furnished a copy of the posted notice.

F. Failure of a carrier to make a selection in the allotted time limit will cause the chart to be moved to the next senior carrier. A passed carrier can make a selection at any time that the chart is not in the possession of other carriers.

SECTION 2. START DAY OF VACATION PERIOD

Letter carriers will start their vacation **period** on a Monday and return to work on the Monday following their vacation **period**, unless that Monday is a holiday or non-scheduled workday, in which case, they will return to work on the Tuesday following the end of their vacation **period**. Part-time flexible carriers may be required to work the Monday holiday if notified prior to leaving for vacation.

SECTION 3. SELECTION PROCEDURE

A. The selection of annual leave shall be by seniority of all carriers in the South Pasadena Post Office. The leave chart will be presented to each carrier in the order of seniority for both first and second leave selections.

B. There shall be no trading of leave periods between carriers except through Union-Management consultation.

SECTION 4. VACATION PLANNING

A. The number of letter carriers to be allowed on scheduled annual leave each week during the leave year shall be twelve percent (12%) of the letter carriers assigned to the installation as of September 1st of the current Leave Year and continue thru Leave Year **2016**.

B. The approved copy of Leave Request Form No. 3971 shall be given to each letter carrier at the time of leave selection and a copy shall be retained by Management for the duration of the leave year.

C. On the first presentation of the vacation list, the carrier earning twenty (20) or twenty-six (26) days leave annually, may choose up to five weeks, of which not more than three weeks shall be in the choice period. A letter carrier, at his option, may request two choices during the choice vacation period in units of either five (5) to ten (10) working days, the total during the choice period not to exceed three weeks.

D. After all carriers have had their first choice, the list will be presented for the second time for all carriers to sign up for the remainder of their annual leave on a seniority basis. Thereafter, all remaining vacancies on the list will be open for anyone to sign.

E. A letter carrier unavailable for contact during the leave selection period may leave completed Form 3971 with the immediate Supervisor to insure choices of leave in order of seniority. The approved duplicate of Form 3971 shall be given to the Shop Steward at the request of the letter carrier.

SECTION 5. CHOICE VACATION PERIOD

The choice vacation period shall be from the first full week of April through the last full week of November.

SECTION 6. 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. When annual leave is granted on a daily or hourly basis due to an excess number of employees, the leave will be granted on a rotating seniority basis. A list of the rotation will be maintained by the Shop Steward. The employee taking the leave will sign the rotation list on the leave date.

C. All requests for annual leave (Form 3971) must be submitted in duplicate to the supervisor for approval. The supervisor must initial the duplicate Form 3971 and return to the applicant within seventy-two (72) hours. If the Form 3971 is not returned within seventy-two (72) hours, the leave request will stand approved.

SECTION 7. EMERGENCY LEAVE

A letter carrier requesting emergency leave shall advise the Supervisor of the needs for emergency leave at the earliest possible time. The Supervisor may require credible documentation of the emergency.

SECTION 8. CANCELED LEAVE

A. Letter carrier's request 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 awarded to the senior bidder at the end of posting.

SECTION 9. SPECIAL LEAVE

A. It is agreed that leave granted for jury duty or for one Union official to attend Union conventions or activities shall not be part of the total choice vacation plan.

B. The Employer agrees that requested leave by official Union Officers to attend official Union activities shall not be part of the local choice vacation plan.

SECTION 10. LEAVE FOR UNION BUSINESS

The parties 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. Management must make every reasonable effort to accommodate this type of request. At least one (1) Officer will be allowed leave for this reason during any leave period.

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 both the assignments and schedules for all carriers to be worked on the holiday or day designated as a holiday.

SECTION 2. SELECTION

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

- 1) **Part-time flexibles**
- 2) **Full-time and regulars who have volunteered to work on the holiday, or their designated holiday by seniority**
- 3) **City Carrier Assistants**
- 4) Full-time **and** regulars who **volunteered** to work on their **non-scheduled day** by seniority
- 5) **Full-time and 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) Full-time **and** 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) All other non-volunteer full-time regulars – by inverse seniority
- 8) 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

SENIORITY, REASSIGNMENTS, AND POSTING

SECTION 1. SENIORITY ROSTER

- A. An updated roster listing all carriers in order of seniority in the installation shall be posted every January and July and two copies shall be provided to the Union.
- B. The Employer shall follow the provisions contained in the **2011** National Agreement in regards to seniority, reassignments, and posting.

SECTION 2. REASSIGNMENT

- A. The Employer and the Union agree that for the purpose of reassignment of employees excess to the needs of a section within the installation, the entire installation will comprise the section, and such reassignment shall be by office seniority starting with the junior employee.
- B. 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. POSTING

- A. All vacant and newly established duty 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 9:00 a.m. the first Wednesday following the day the route or assignment becomes vacant, until 3:00 p.m. the following Tuesday.
- B. It is the responsibility of the employee to have his or her bid in the Postmaster's office by closing time of the bid. An employee may cancel a bid, in writing, which must be in the Postmaster's office by the closing time of the bid.
- C. Sealed bids shall not be opened until the morning following the closing of bids. It shall be the responsibility of NALC Branch 2200 to have a representative present. Failure of the representative to appear or make satisfactory arrangements shall not delay the opening of the bids.

D. When there is a change in the starting time of any assignment of more than one hour, the decision to post or not to post shall be determined by consultation with the affected carrier and the Union at the time of the change.

E. The successful bidder to a posted duty assignment should be in the new assignment on the first Saturday after the close of bid. When the successful bidder is not going to be placed in the new assignment on the first Saturday, an explanation will be furnished to the Union President prior to that Saturday, by the Manager of Customer Services.

F. Upon reorganization of a duty assignment, where there is more than a fifty percent (50%) change in the assignment, the senior carrier involved shall have preference to the reorganization assignment constituting the greatest percentage of his route.

G. 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, 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 shall be posted for bid in accordance with the posting procedures in this Article.

H. Upon complete transition to automated telephone and computerized bidding, all bidding and awarding of vacant assignments will be conducted through HR Shared Services.

Management shall post notification of the successful bidder when it has been finalized by HR Shared Services, consistent with the National Agreement. The senior bidder for a vacant assignment shall be placed in that assignment within fifteen (15) days after the closing of the bid. This automated bidding system shall be consistent with Article Forty-One (41) of the National Agreement and any MOU regarding automated bidding. After full implementation of this process, Section 3 items B, and C, shall be obsolete.

ARTICLE 5
ASSIGNMENT OF ILL OR INJURED EMPLOYEES

SECTION 1. LIGHT DUTY ASSIGNMENT

- A. There shall be no minimum or maximum number of light duty assignments at any given period of time.
- B. The Employer shall make every effort to employ letter carriers in their own office on light duty assignments.
- C. The employee requesting light duty must submit a voluntary request, in writing, for light duty.
- D. Light duty assignments will be based on the abilities and limitations as certified by a licensed doctor.
- E. Light duty assignments may include, but are not limited to:
 - 1) Casing routes
 - 2) Relabeling carrier cases
 - 3) Rewrite carrier route book
 - 4) Labeling the inside of apartment house boxes
 - 5) Training of new employees
 - 6) Station input for delivery point sequence, as assigned by Management

ARTICLE 6 SAFETY AND HEALTH

SECTION 1. 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 times when a carrier is outside the office and Management communication 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 action based upon his mature good judgements; when and if such is done, he shall communicate with Management as soon as possible.

ARTICLE 7 PARKING

SECTION 1. ASSIGNMENT

The excess parking spaces shall be divided between the clerks and carriers on a percentage basis **using the actual numbers of clerks and carriers assigned to the station to determine the correct distribution of craft parking spaces. As the percentage of the crafts change, so must the percentage of the parking spaces.** The carrier parking will be assigned on the basis of seniority.

SECTION 2. PROCUREMENT

Management will continue to make every effort to provide designated parking areas for all employees.

ARTICLE 8
UNION-MANAGEMENT COOPERATION

SECTION 1. CRAFT ORDERS

A. When local orders are issued pertaining to the carrier craft, Management will supply the Union with two (2) copies of said order.

B. The Employer will furnish the craft one (1) bulletin board, approximately 42" x 48", at each carrier unit for the exclusive use of letter carriers. This 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**

SOUTH PASADENA, 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, AFL-CIO and the United States Postal Service.

Signature on File

Mike Wyly, President
NALC Branch 2200

12/20/2013

Date

Signature on File

Tyree Jackson, Postmaster
South Pasadena, California

12/20/2013

Date