

MEMORANDUM OF UNDERSTANDING

Between

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

And

**UNITED STATES POSTAL SERVICE
SUNLAND, CALIFORNIA**

2011 – 2016

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

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

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ARTICLE 1 HOURS OF WORK

SECTION 1. ROTATING SCHEDULE

A. All full-time carriers in the Sunland Post Office shall be on a rotating day off schedule. When Friday is the non-scheduled day for the week, Saturday shall be the non-scheduled day for the following week.

B. Carriers may be allowed to trade scheduled days off, within the same T-6 string when the two carriers requesting the change submit a properly completed PS form 3189.

SECTION 2. TEMPORARY ASSIGNMENTS

A. Management shall post on the official bulletin board, all temporarily vacant full-time craft duty assignments of anticipated duration of five (5) days or more on the same day the work schedule is posted for the two (2) weeks prior to the week of the temporary vacancy.

B. Full-time unassigned, part-time flexible letter carriers, and city carrier assistants 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 with less than twenty-four (24) hour notice. In such circumstances, Management shall inquire as to the preference of each eligible carrier and award the assignment to the senior carrier who indicates a preference.

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

SECTION 3. CALL-IN OF FULL-TIME CARRIER

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

B. Reserve or T/6 carriers shall work the duty assignment as posted. The only exception will be as stated in Paragraph A, above. When assigning part-time flexible carriers, Management will be guided by Article 41, Section 2B5 of the National Agreement.

SECTION 4. OVERTIME DESIRED LIST

A. The overtime desired list shall be posted 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 will be presented to the Union Representative of the section.

C. The overtime desired list shall distinguish between work assignment overtime and other overtime assignments for each carrier on the list.

D. To assure that overtime is distributed on an equitable basis, a chart shall be posted at the end of each pay period showing the overtime hours worked and opportunities offered for each carrier in the unit.

E. Once a letter carrier signs on the overtime desired list, his/her name will remain on the list from quarter to quarter until the letter carrier requests his/her name be removed or requests a change in the type of overtime desired. Change in the type of overtime can only be done during the sign-up period and the change will be effective the new calendar quarter.

SECTION 5. WASH-UP PERIODS

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 wash-up time not to exceed three (3) minutes for wash-up after casing the route and prior to delivering on the street. Every letter carrier will also be granted wash-up time not to exceed three (3) minutes for wash-up after returning to the office from the street.

SECTION 6. BREAKS

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. The polling of the letter carriers will be done by a Union representative selected by the local Union President.

ARTICLE 2 LEAVE PROGRAM

SECTION 1. NOTIFICATION

A. All letter carriers shall be notified no later than October 1st, of the beginning date of the new leave year by stand-up talk system and posting a red-bordered notice on the official bulletin board. The Shop Steward must be notified, in writing, of the beginning date of the new leave year.

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

SECTION 2. LEAVE PLANNING

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

B. An approved copy of Leave Request Form 3971 shall be given to each employee at the time of leave selection and a copy shall be retained by Management for the duration of the leave year.

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

SECTION 3. START OF VACATION

All career letter carriers will start their vacation on Monday and return to work on Monday following their vacation, unless that Monday is a holiday or non-scheduled day, in which case they will return to work on the Tuesday following the end of their vacation.

SECTION 4. CHOICE VACATION PERIOD

The following period has been designated as the choice period:

April 1st - October 31st

The week prior to Easter

The week of Thanksgiving and the month of December

SECTION 5. SELECTION PROCEDURE

A. **Vacation periods** will be chosen by seniority on a city-wide basis.

B. Each letter carrier shall have a period of not more than two (2) working days to make their selections.

C. Failure of a letter carrier to make a selection in the allotted time limit will cause the chart to be moved to the next senior carrier. The passed over carrier may make his/her selection at a later date during the selection process. Bumping of those carriers who have already submitted an approved Form 3971 will not be allowed.

D. All letter carriers shall be granted leave in the following manner: either ten (10) days or fifteen (15) continuous days or ten (10) continuous days and another five (5) days or two (2) separate five (5) day periods in the choice period.

E. After the carrier has exercised his first selection in the choice period, he will be contacted again for the second selection. Any remaining period in the choice period will be awarded by seniority.

F. When an employee requests extended leave, the Installation Head will make every effort to grant the leave. The craft representative must be notified of the approval or denial of extended leave.

G. The **vacation period** selection process shall begin on **the first Monday in November** of the current leave year. The selection process will be coordinated by a letter carrier selected by the local Union President.

H. Applications submitted by letter carriers for **vacation periods** after the posting of the yearly leave schedule must be handled as follows:

All applications for annual leave (Form 3971) for any leave period which is open, **prior to the posting of the weekly schedule**, must be granted on a first-come, first-serve basis until the leave complement is full.

I. The vacation schedule will be completed on December 31st, and posted within ten (10) days.

J. Vacation outside the choice period shall be granted on an office-wide seniority, first-come, first-serve basis.

SECTION 6. CANCELLED VACATION PERIODS

A. Craft employee request for cancellation of **vacation periods** shall be submitted, in writing, to the immediate Supervisor no later than 12:00 noon Friday before the posting of the new weekly work schedule. **Only** requests submitted within these time limits shall be granted. All cancelled **vacation 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 the posting day.

B. When a letter carrier vacates his **vacation period** by leaving the craft or is reassigned to another installation, the employee's **vacation periods** shall be treated as canceled leave.

SECTION 7. UNSCHEDULED VACATION PERIODS

If leave is requested for periods of leave other than the approved **vacation** schedule, the carrier must submit Form 3971, in duplicate, to the Supervisor, not more than ten (10) days in advance of leave requested. The Supervisor must initial the duplicate Form 3971 and return to the applicant within forty-eight (48) hours. If Form 3971 is not returned within the forty-eight (48) hour period, **(excluding Sundays and holidays)** the leave request will stand approved.

SECTION 8. UNION LEAVE

Request for leave to conduct union business will be granted, upon request, by a Union Officer. Request for leave to conduct official union business shall take precedence over all other scheduled annual leave requests.

SECTION 9. BIRTHDAY LEAVE

Letter carriers may apply for annual leave on their birthday if it falls on a scheduled work day and it will be granted whenever possible.

SECTION 10. SPECIAL LEAVE

A. Jury duty and/or attendance at any craft function or convention will not be charged to the choice vacation period.

B. Leave to attend military duty and emergency leave shall be above the regular established quota at all times.

ARTICLE 3 HOLIDAY SELECTION

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 letter carriers and their assignments to be worked on the holiday or day designated as a holiday.

SECTION 2. SELECTION METHOD

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

- 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 juniority basis**
- 6) **Full-time 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 be the last carriers 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, POSTING, AND REASSIGNMENT

SECTION 1. SENIORITY

- A. A roster listing all letter carriers in order of seniority by date shall be posted and updated January and July of each year and a copy be sent to the local Union office.
- B. Seniority as set forth in the National Agreement shall apply in all instances, and bidding shall be office-wide.
- C. Bidding for vacant carrier assignments will be restricted to **full-time** letter carriers of the Sunland Post Office with seniority as the determining factor at all times.

SECTION 2. 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 12:00 p.m. the first Tuesday following the day the route or assignment becomes vacant until 3:00 p.m. the following Tuesday.
- B. The successful bidder to a posted duty assignment shall be in the new assignment on the first Saturday following the close of the bid.
- C. No changes in route assignments shall be made in November unless the closing bid date was at least ten (10) days before the third Monday in November, except by mutual agreement between the craft, Management, and employee concerned. No changes of route assignments during the month of December. He/she shall be placed in the new assignment on the first day in January.
- D. Vacant assignments not filled by the full-time regular carriers shall be available by choice to part-time flexible carriers according to their seniority; after a part-time flexible has made a choice of a route, he will not be permitted to displace another part-time flexible carrier assigned on any other route.
- E. A carrier may withdraw his bid on a route any time before the award order is placed on the bulletin board by the office.
- 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 his preference in the following manner - first choice, second choice, third choice, etc.

H. A copy of all posted notices affecting the letter carrier craft shall be sent to the President and designated Shop Steward of Branch 2200, to the address furnished to Management by the Union.

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

J. No assignment 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 any proposed change and when the question of who shall retain his route arises, the senior carrier shall have his choice of either to retain his assignment or have it reposted for bid.

K. Letter carriers applying for a vacant assignment shall make a sealed bid, in writing, during the period for which the notice is posted. A duplicate Form 1717 shall be initialed and dated by the Supervisor receiving the bid, if requested by the employee.

SECTION 3. REASSIGNMENT

When it is proposed to reassign within the installation employees excess to the needs of a section, a section shall be identified as those carrier assignments comprising an installation zip code.

ARTICLE 5
ASSIGNMENT OF ILL OR INJURED EMPLOYEES

SECTION 1. ASSIGNMENTS

A. There shall be reserved by the Employer, two (2) positions consisting of four (4) hours which shall be designated as light duty assignments for letter carriers, and other assignments available for the carrier to perform. The Postmaster shall make every effort to employ letter carriers in their own station for light duty assignments.

B. The reserved light duty assignments may be serviced by part-time flexible employees until a light duty assignment has been approved for an ill or injured full-time employee.

C. The light duty assignments may be route casing, markups and forwards, recording 3575's, up-dating 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.

D. Part-time flexible employees eligible for light duty assignment may have the light duty assignment if it is not covered by a full-time employee.

E. The Employer agrees to meet with the Union when a request is made for light duty assignment, either temporary or permanent, which will create a problem in filling. By this meeting, if a solution can be found which will result in finding the person some type of light duty work, it will be done.

F. It is agreed that the Installation Head shall notify the employee concerned and the Union when it is not possible to assign an ill or injured employee covered under Article 12, stating the reason for the inability to reassign him.

SECTION 2. LIGHT DUTY REQUIREMENTS

A. Upon presentation of complete certification from a physician or other practitioner and a written, signed request for light duty from the employee, the Supervisor shall determine if work within the employee's assigned work area is available. If such work is available, the assignment will be made.

B. If the Supervisor finds it is not possible to assign the employee, Paragraph E of Section 1, above, will come into effect.

ARTICLE 6 SAFETY AND HEALTH

SECTION 1. 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 letter carrier is on his route, that he feels will be of a dangerous nature, he will call in for instructions, if possible. If it is impractical for the letter carrier to report to his home office, he will report to the nearest postal installation in his city to secure his mail and then proceed as instructed, as to what to do by postal management. If a carrier is called at home and told not to report because of emergency conditions, his Employer will issue instructions as to his status in the work and pay area.

C. The first and foremost consideration in any decision is the safety of postal personnel.

ARTICLE 7 PARKING

SECTION 1. ASSIGNMENT

In the event that parking space becomes available during the life of this contract, those spaces designated for carriers will be assigned by the Union.

SECTION 2. PROCUREMENT

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

ARTICLE 8

MISCELLANEOUS PROVISIONS

SECTION 1. OUTGOING CALLS

A. A request by an Officer of the Branch for the use of the telephone relating to the administration of the working agreement shall be granted within a reasonable time to administer the business at hand.

B. When an employee requests to use the telephone to contact an absent Shop Steward, the request shall be granted within a reasonable time to make contact with the Chief Shop Steward.

SECTION 2. INCOMING CALLS

Upon receipt of an incoming call, requesting a craft official, the Supervisor will call the employee to the telephone without delay.

SECTION 3. BULLETIN BOARD

The Employer will furnish the craft one (1) bulletin board at the carrier unit for the exclusive use of the letter carriers. This bulletin board will be enclosed in glass and locked with keys presented to the Union.

SECTION 4. LABOR MANAGEMENT MEETING

The Employer shall meet and hold Labor Management Meetings with representatives of the Union once each quarter, or any other time that is mutually agreed upon.

SECTION 5. POSTING DUE TO ABOLISHED ROUTES

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

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

ANTHONY TRIPOLINO BRANCH NO. 2200

SUNLAND, 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

04/16/2014

Date

Signature on File

Jan Clark, Postmaster
United States Postal Service
Sunland, CA 91040

04/16/2014

Date