

MEMORANDUM OF UNDERSTANDING

Between

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

And

**UNITED STATES POSTAL SERVICE
LA CANADA, CALIFORNIA**

2019 – 2023

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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 procedure, 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

All letter carriers in the La Canada Post Office will have rotating days off. When Friday is a non-scheduled work day for the week, Saturday shall be the non-scheduled day for the next week.

SECTION 2. ASSIGNMENTS

A. Management shall post 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 vacancy.

B. Full-time reserve, unassigned regular, part-time flexible and city carrier assistant letter carriers may indicate their preference for such assignments until the Monday before the posting of the weekly work schedule.

C. The senior career or city carrier assistant carrier having indicated his/her preference shall be notified that he/she is awarded the assignment.

D. The opting procedure for unanticipated vacancies is as follows: Management shall post an opt sign-up sheet as soon as they become aware of a vacancy of five (5) days or more.

E. The opt sheet shall be posted until noon the next workday and then awarded to the senior opter.

F. Carriers that do not opt but are assigned by Management to a vacant assignment will maintain his/her regular rotating days off.

G. The successful opter will assume the assignment on the start of business on the first available work day of the vacancy.

SECTION 3. CHANGE IN SCHEDULE

Mutual trades of scheduled non-work days between carriers within the same T/6 string shall be granted if mutually agreed upon between carriers concerned and the Supervisor in charge, with Union approval. A request for this trade must be submitted on Form 3189 to the Supervisor in charge.

SECTION 4. CALL IN OF FULL-TIME CARRIER

A. 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 utility 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.

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 detailing any letter carrier to a T/6 or higher level position, Management will be guided by Article 25 of the National Agreement.

SECTION 5. 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 each carrier's accumulated overtime each pay period.

E. The hours may be reviewed each pay period by the shop steward.

SECTION 6. WASH-UP PERIODS

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

B. It is agreed that any letter carrier should be granted such time as is reasonable and necessary for washing up after performing dirty work or incident to personal needs.

SECTION 7. 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 in the office shall be determined by the 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.

SECTION 8. SCHEDULES

Part-time flexible carriers will have the option of being assigned to an auxiliary route by seniority and will remain on the same route until the route is made a full-time assignment or the carrier achieves full-time regular status. Part-time flexible carriers assigned to an auxiliary route under these provisions will not be bumped by any other part-time flexible except for training purpose, but may be replaced by a full-time carrier when no other assignment is available in the station.

ARTICLE 2 LEAVE PROGRAM

SECTION 1. VACATION PLANNING

A. The number of career and city carrier assistant letter carriers to be allowed on Annual Leave each week of the leave year shall be 11% during non-choice periods and 12% during choice periods as of September 1 of each calendar year thru 2023.

B. An approved copy of Leave Request Form 3971 shall be given to each career and city carrier assistant letter carrier at the time of leave selection and a copy shall be retained by Management for the duration of the leave year. Management will update leave chart immediately following submission of Form 3971.

C. A carrier may choose leave in the choice vacation period and leave outside the choice period simultaneously, if the carrier so desires.

D. A career or city carrier assistant letter carrier unavailable for contact during the leave selection period may leave completed Form 3971 with the immediate Supervisor to insure choices of leave according to seniority or relative standing. The approved duplicate of Form 3971 shall be given to the Shop Steward.

E. There shall be two (2) rounds of bidding. On the first round, letter carriers may select up to three (3) vacation periods, as follows: two periods together, or two periods separate, or two periods together and one period separate, or three periods together. Carriers will not be allowed to select three separate periods in the choice period during the first round. On the second round each letter carrier may select inside or out of the choice vacation period. Career carriers may choose up to their earned hours in the first two (2) rounds.

F. Career carriers and city carrier assistants must have the hours of leave required for the selection that they have made in their leave balance in order to take the leave.

SECTION 2. START DAY OF VACATION

A. Career and city carrier assistant 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 non-scheduled workday, in which case, they will return to work on the Tuesday following the end of their vacation. Part-time flexible carriers and city carrier assistants may be required to work the Monday holiday, if notified prior to leaving for vacation.

B. Vacation outside of the choice vacation period shall be granted on a city-wide seniority basis.

SECTION 3. CHOICE VACATION PERIOD

A. The choice period shall be from the first full week of June through the second full week of September, the week before and after Easter, the week of Thanksgiving, Christmas, and New Years.

B. Jury duty and/or attendance to any craft convention (assembly) will not be charged to the choice vacation period.

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

SECTION 4. NOTIFICATION

- A. The Employer shall notify all letter carriers no later than October 15th of the beginning date of the new leave year by posting a red-bordered notice on the official bulletin board and a copy presented to the shop steward(s). The end of the current leave year shall be one (1) day prior to the beginning day of the new leave year.
- B. All carriers on leave when the leave selection notice is posted shall be notified by Management and furnished a copy of the posted notice.
- C. Management shall post a notice of the order of leave selection by carrier seniority and city carrier assistant relative standing no later than October 1st. A copy shall remain in his files for the duration of the leave year and a copy shall be given to the Shop Steward.
- D. Selection period will begin on November 1st. Each career and city carrier assistant letter carrier will have a period of two (2) working days to make selections.
- E. There will be no second two (2) day period for selection of annual leave granted.
- F. The Shop Steward and Management shall review status of the leave scheduling on a weekly basis beginning on the first day of leave selection.
- G. Paragraphs D and F shall be included in the notice of leave selection.
- H. It is not the intent of the parties to disallow any application for leave during the leave year in any section where the maximum quota has not been filled.

SECTION 5. CANCELED LEAVE

- A. A career or city carrier assistant letter 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 letter carrier vacates his leave by leaving the craft or is reassigned to another installation, the letter carrier's leave shall be treated as canceled leave.
- C. All career and city carrier assistant letter carrier requests for cancellation of leave period(s) 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. Career and city carrier assistant letter carriers will be permitted to bid on any number of days of the canceled leave period(s).

SECTION 6. UNSCHEDULED ANNUAL LEAVE

- A. Applications submitted by career and city carrier assistant letter carriers for annual leave after the posting of the yearly leave schedule must be submitted directly to the supervisor. 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, if no letter carrier is on Family Medical Leave Act.
- B. The Supervisor must initial the duplicate Form 3971 and return to the applicant within seventy-two (72) hours.
- C. If Form 3971 is not returned within the seventy-two (72) hour period, the leave request will stand approved.

D. When Management grants leave on a daily or hourly basis due to excess number of letter carriers, the leave will be granted on a rotating seniority basis. The record of rotation will be the responsibility of the Shop Steward or a designee.

SECTION 7. UNION LEAVE

Requests from Union Officers for annual leave to conduct union business will be granted provided at least forty-eight (48) hours advance notice is given.

SECTION 8. EMERGENCY LEAVE

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

SECTION 9. SPECIAL LEAVE

Career and city carrier assistant letter carriers will be allowed to take annual leave on their birthday if it falls on a scheduled workday and a replacement is available without the use of overtime.

SECTION 10. POSTING OF ANNUAL LEAVE SCHEDULE

After all career and city carrier assistant letter carriers have selected or passed, the annual leave schedule will be permanently posted on the official bulletin board.

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

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

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

B. 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.

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

ARTICLE 4

REASSIGNMENT AND POSTING

SECTION 1. 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 after 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, normally on the first Saturday, but not later than the second Saturday following the close of the bid. When the successful bidder is not placed in bid on the first Saturday, an explanation will be placed on the award notice.
- C. Any route vacated by a Level 5 carrier or T/6 carrier assigned other higher level duties will be placed up for bid in accordance with the National Agreement.
- D. No assignment will be reposted due to any change in starting time or route adjustments. In case of any major change, Management will consult the craft of the proposed change and when the question of who shall retain his route arises, the senior carrier shall retain his route or have it reposted for bid.

SECTION 2. BIDDING PROCEDURE

- A. Bidding for vacant carrier routes will be restricted to letter carriers of the La Canada - Montrose Post Office with city-wide seniority as the determining factor at all times.
- B. No changes of route assignments shall take place in December because of a bid. The successful bidder shall be placed in the new route assignment within the first week in January.
- C. A carrier may withdraw his bid on a route any time before the bid award is placed on the bulletin board by the office.
- D. A private vehicle will not be considered as a qualifying factor in being the successful bidder for a carrier route assignment.
- E. A carrier may bid as many assignments as are posted, stating his preference in the following manner: first choice, second choice, third choice, and etc.
- F. A copy of all posted notices affecting the letter carrier craft shall be sent to the President and the designated Shop Steward of Branch 2200 of the National Association of Letter Carriers to the address furnished to Management by the craft.
- G. At a carrier's request, a copy of a vacant assignment placed up for bid will be sent to the carrier either on scheduled vacation or extended sick leave, to his home address on file at this office or to another address designated by him.

SECTION 3. SENIORITY

A. An updated roster listing all carriers, in order of seniority, and all city carrier assistants, in order of relative standing in the installation shall be posted January and July of each year and one copy to be sent to the local Union office.

B. Seniority is for regular work force employees, and relative standing is for city carrier assistants, for assignments and for other purposes for application of the terms of the National Agreement.

C. Seniority determines relative standing among employees in the regular work force. It is computed from date of appointment in the letter carrier craft and continues to accrue so long as service is uninterrupted in the letter carrier craft in the same installation, except as otherwise specifically provided.

D. Relative Standing determines relative standing among city carrier assistants in the city carrier work force.

SECTION 4. REASSIGNMENT

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

ARTICLE 5

ASSIGNMENT OF ILL OR INJURED EMPLOYEES

SECTION 1. NUMBER OF ASSIGNMENTS

A. There shall be reserved by the Employer, four (4) positions consisting of a minimum of six (6) hours each, provided that the filling and/or assignment of said positions does not involve "make work." The Employer will make every effort to increase the hours to eight (8) each, which shall be designated as light duty assignments for letter carriers. The three positions may not be compounded, the minimum hours would only apply if the carrier is able to case a route.

B. The Employer shall make every effort to employ letter carriers in their own station for light duty assignments.

SECTION 2. DUTIES

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

SECTION 3. PART-TIME FLEXIBLE EMPLOYEES

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

SECTION 4. CONSULTATION

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

ARTICLE 6 SAFETY AND HEALTH

SECTION 1. HEAT AND SMOG CONDITIONS

Management will make every effort to have carriers complete street delivery at an earlier hour to avoid exposure to extreme heat and smog conditions, subject to the availability of mail.

SECTION 2. EMERGENCY

- A. In the event of a local, state, or national disaster, called by local, state, or federal 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.
- C. 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.
- D. 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.
- E. The first and foremost consideration in any decision is the safety of postal personnel.

SECTION 3. SAFETY COMMITTEE

- A. A safety committee consisting of two (2) Management personnel and a representative of the (NALC,) shall be established with a chairman designated by the Employer.
- B. This committee shall meet on official time to discuss safety and health problems, regulations, investigative accidents causing injury, review Form 1767's and attempt to resolve and rectify these problems in order to create a safer working environment for all employees in the La Canada Post Office.
- C. The Safety Committee shall meet on a quarterly basis.

ARTICLE 7 PARKING

SECTION 1. ASSIGNMENT

A. 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.

B. Management shall provide a parking space for an NALC Union Official in the Postal Service parking lot.

SECTION 2. PROCUREMENT

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

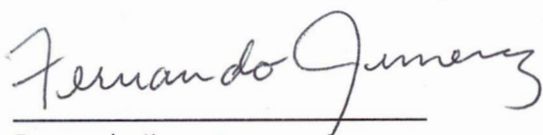
SECTION 1. BULLETIN BOARDS

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

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into on 5/28/21 at La Canada, California between the representatives of the United States Postal Service and the designated agent of NALC Branch 2200 pursuant to the Local Implementation Provisions of the 2019 National Agreement.

This Local Memorandum of Understanding shall be in full force and effect until midnight May 20, 2023, unless extended by agreement between the parties at the National level. The terms of this Memorandum of Understanding are subject to the grievance procedure as contained in the National Agreement.



Fernando Jimenez
Postmaster
La Canada, California



Serop Karchikyan
President
NALC, Branch 2200