

MEMORANDUM OF UNDERSTANDING

Between

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

And

**UNITED STATES POSTAL SERVICE
PASADENA, 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

- A. Full-time letter carriers in the Pasadena Post Office will be granted a non-scheduled work day on a rotating basis.
- B. Parcel post routes shall have a Monday through Friday work week with Saturday and Sunday as non-scheduled days.

SECTION 2. ASSIGNMENTS

- A. Reserve and part-time flexible, city carrier assistant carriers opting to cover assignments for periods of five (5) days, or more, shall assume the days off of the assignment.
- B. Carriers that do not opt, but are assigned by Management to a vacant assignment will maintain the employee's regular rotating days off.

SECTION 3. JURY DUTY SCHEDULE

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

SECTION 4. REPORTING ABSENCE

When an employee is unable to report to work due to an emergency, the section shall be notified as soon as possible after the inability to report for duty becomes apparent. Satisfactory evidence of the emergency must be furnished as soon as possible after the return to duty.

SECTION 5. CALL-IN OF FULL-TIME CARRIER

The T/6 carriers will not be moved 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 the T/6 carrier cannot be assigned within the string of routes, 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 6. RESERVE AND T/6 CARRIERS' DUTY ASSIGNMENT

Reserve and T/6 carriers shall work the duty assignment as posted. The only exception will be as stated in Section 5. When assigning part-time flexible and city carrier assistant carriers, Management will be guided by Article 41, Section 2B5 of the National Agreement.

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.** 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 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 reasonable wash-up time after casing the route and prior to clocking to the street. Every letter carrier will also be granted reasonable wash-up time after clocking in to the office from the street. Every letter carrier working as a router shall be granted reasonable wash-up time prior to lunch and prior to end tour.

SECTION 9. 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 delivery unit will be done by a Union Representative.

SECTION 10. TEMPORARY VACANCIES

- 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 two (2) weeks prior to the week of the vacancy.
- B.** Full-time, part-time flexible, and city carrier assistant letter carriers may indicate their preference for such assignments until the close of business on Monday before posting of the weekly work schedule.
- C.** Part-time flexibles will not be awarded an option unless all regular carriers can be provided a full schedule of work for the week.
- D.** The senior letter carrier having indicated his/her preference shall be notified that he/she is awarded the assignment.
- E.** 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 employee who indicates a preference.
- F.** All preferences will be submitted in writing and maintained by the delivery unit manager until the assignment is terminated. This file will be subject to review by the Union Representative.
- G.** The posted work schedule shall denote whether a carrier opted for an assignment or was detailed, by the use of "O" for opted and "D" for detailed, next to the carrier's name.

ARTICLE 2 LEAVE PROGRAM

SECTION 1. VACATION PLANNING

A. The number of career and city carrier assistant letter carriers to be allowed on scheduled annual leave each week shall be based on a percentage of career and city carrier assistant letter carriers assigned to each section as of September 1st of each year. All CCA's will be assigned to a section prior to September 1st of each year. The percentages are as follows:

11% First Monday in December to the first Sunday in January

12% First Monday in January to the first Sunday in May, and first Monday in October to the first Sunday in December

15% First Monday in May to the first Sunday in October

B. 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 retained by Management for the duration of the leave year. Management will update leave chart immediately following approval of Form 3971.

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

D. A letter carrier unavailable for contact during the vacation selection period may leave completed Form 3971 with the immediate Supervisor to ensure choices of vacation according to seniority. The signed Form 3971 shall be given to the Shop Steward.

E. No letter carrier will be called in to work while on a period of vacation leave.

SECTION 2. LEAVE PERIODS

A. The beginning day of a letter carrier's vacation shall be Monday and the ending day will be Sunday.

B. The number of weeks taken outside the choice vacation period, at one time, shall be determined by the individual letter carrier.

C. Letter carriers reassigned within the craft to another station during the leave year shall retain their leave choices. The vacated leave period may be posted, at the option of Management.

D. No letter carrier shall be allowed to trade a scheduled annual leave period with another letter carrier.

E. It is not the intent of the parties to disallow any application for leave during the leave year in any section where the percentage quota has not been filled.

SECTION 3. NOTIFICATION

A. All letter carriers shall be notified by the Employer, not later than September 1st, of the beginning date of the new leave year. The end of the leave year shall be one (1) day prior to the beginning of the following 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.** The Station Manager shall post a notice of the order of leave selection by group seniority no later than September 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 shall begin on October 1st and end no later than December 15th. Each letter carrier shall have a period of not more than three (3) working days to make selections.
- E.** The Shop Steward and Management shall review status of the leave scheduling on a weekly basis beginning on the first day of leave selection.
- F.** Failure to make selections within the allotted time limit will place the letter carrier's name at the bottom of the group to which the letter carrier is assigned. Any carrier whose name is placed at the end of his group's list must make a selection on the day the leave chart is presented to him/her or forfeit selection. Any carrier that has forfeited selection may submit application for leave under Extra Leave Periods, Section 7.
- G.** Paragraphs D and F shall be included in the notice of leave selection.

SECTION 4. BIDDING PROCEDURES

- A.** Vacation bidding will be done by section and will be in accordance with the service seniority as shown on the Pasadena seniority roster. For the purpose of leave, a section shall be identified by zip code.
- B.** For the purpose of bidding, three groups shall be set up in each section on the following basis:

- No. 1 - Senior person shall be No. 1 in Group A
- No. 2 - Senior person shall be No 1. In Group B
- No. 3 - Senior person shall be No. 1 in Group C
- No. 4 - Senior person shall be No. 2 in Group A
- No. 5 - Senior person shall be No. 2 in Group B,
etc. through the entire roster.

Groups must keep the same identification at all times (A, B, & C).

- C.** New letter carriers entering the section shall be placed in the seniority group with the least number of letter carriers. The groups shall be equal in number as close as possible. When groups are equal in number, new letter carriers shall be placed in the last group to choose in the new leave year.
- D.** All vacation bidding by carriers shall be done under the three group system in the following manner: Group A will bid first according to seniority within the group. Group B will bid next in the same manner. Group C will bid last in the same manner. The following year, Group B will have first choice and Group A will have third choice. The bidding will continue on this rotating basis, with each year the first choice group of the previous year going to the next group in the line moving up to first place. This is the vacation plan now in use in the Pasadena Office and the rotating sequence now in effect will continue to apply.

E. There will be two rounds of selections. During the first round, carriers may select up to five (5) weeks of annual leave earned for the current leave year. The second round carriers may select up to five (5) weeks of their carryover annual leave balance as indicated on their pay stub. All remaining annual leave periods will be awarded by seniority within each section. All Form 3971's must be submitted to the supervisor in each unit, within 15 days of the end of the second round selection choice.

SECTION 5. CHOICE VACATION PERIOD

The choice vacation period shall begin with the first Saturday of the leave year in January and end with the last full week in January. The intent of the parties is not to allow all letter carriers leave during the month of January.

SECTION 6. EMERGENCY LEAVE

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

SECTION 7. EXTRA LEAVE SLOTS

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 must be granted on a first-come, first-serve basis until the leave complement is full. Such request shall be submitted prior to the posting of the weekly work schedule.

SECTION 8. CANCELLED LEAVE

A. Letter carrier requests for cancellation of scheduled vacation periods 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 vacation leave periods.

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

C. A posted partial week must be bid on in its' entirety.

D. 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 cancelled leave.

E. If a carrier does not retain sufficient annual leave to cover a previously approved day/week(s), the carrier must obtain approval for leave without pay in advance of the leave period. A shortage of leave created due to the use of emergency annual leave is a valid justification for the approval of leave without pay. If leave without pay is not approved, the period(s) will be treated as cancelled leave.

SECTION 9. SPECIAL LEAVE

A. Jury duty and military leave shall not affect the number of letter carriers granted leave during the vacation periods.

B. If the needs of the service permit, a letter carrier who requests unscheduled annual leave at least seven (7) days in advance of his/her birthday will be granted that leave. Letter carriers will be notified of the disposition no later than forty-eight (48) hours from the day requested.

SECTION 10. CONVENTION LEAVE

A. During state and national convention months, there will be three (3) slots reserved in each section to allow participation by delegates. The reserved slots shall not equal the maximum slots allowed in any section. There must be at least one slot available for leave selection by letter carriers in each section.

B. In the event there are less than three (3) delegates from any one section, the excess slots will be allocated to those sections with more than three (3) delegates.

C. Reserved slots not used will be treated as cancelled leave.

D. This leave will not be charged to the choice vacation period.

SECTION 11. UNSCHEDULED ANNUAL LEAVE

A. All carriers requesting unscheduled annual leave in advance must submit Form 3971 in duplicate to the Union representative or designee. Upon receipt, the Union representative will date, time and initial the Form 3971 prior to submitting to the supervisor. The supervisor is responsible for approving or disapproving applications for unscheduled annual leave by signing the Form 3971. This will be done in a timely manner, but no later than forty-eight (48) hours of receipt by the supervisor. A signed copy will be returned to the letter carrier. Supervisors will award available unscheduled annual leave on a first-come, first-serve basis.

B. The Shop Steward will be allowed to review the Form 3997 for applications for unscheduled annual leave daily.

C. When Management grants leave on a daily or hourly basis due to an 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 12. VACATION PLANNING MEETING

The vacation planning meeting shall take place within the last week of January to plan the leave for the next calendar year. The Branch President or a designee and a representative shall be present at the meeting. The vacation planning meeting shall be separate from the monthly Labor Management meeting.

SECTION 13. LEAVE FOR UNION BUSINESS

The parties agree to allow Union Officers leave for official union business, provided reasonable notice has been given. Management must make every effort to accommodate this type of request. As many officers as possible will be allowed leave for this reason during any leave period. Union leave will take precedence over all other unscheduled annual leave requests.

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 letter carriers to work on a holiday or designated 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 employees shall be selected on a juniority basis
- 6.** FT employees who have not volunteered to work 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 picking 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.** 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 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.
- C.** 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.
- D.** When there is a change in the starting time of any assignment of more than one (1) 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 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 date. 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 reorganized assignments.
- G.** Posting shall be installation wide. When retreat rights prevail, the award shall be limited to the section where the employee holds the retreat rights.

ARTICLE 5
ASSIGNMENT OF ILL OR INJURED EMPLOYEES

SECTION 1. FULL-TIME REGULAR EMPLOYEES

- A.** A minimum of six (6) positions shall be reserved for the assignment of light duty carriers within the installation. The Postmaster, Union President, or their designees, will meet during the first week of September to review the needs for light duty assignments for the next twelve months.
- B.** The reserved light duty assignments shall be serviced by part-time flexible employees until a light duty assignment has been approved for an ill or injured full-time employee.
- C.** Excess light duty employees in one section may request a light duty assignment in another section.
- D.** 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 mail receptacles, the training of new craft carriers and/or any other duties that the carrier is medically able to perform.
- E.** The Manager, Support will keep a current record of employees on light duty with inclusive dates and the places of assignment.
- F.** When granting requests for light duty assignments, the Installation Head shall be guided by the provisions of Article 13 of the National Agreement.
- G.** When a light duty request is disapproved, the unit manager and the Union Representative will meet to discuss the reasons for disapproval.
- H.** It is the intent of the Postal Service to provide as many light duty assignments as service conditions permit.

SECTION 2. PART-TIME FLEXIBLE CARRIERS

Part-time flexible carriers eligible for a light duty assignment shall work the light duty assignment if it is not to the detriment of a regular carrier on light duty.

ARTICLE 6 SAFETY AND HEALTH

SECTION 1. SAFETY AND HEALTH COMMITTEE

The Safety and Health Committee shall meet at least quarterly and at such other times as requested by any member of the committee.

SECTION 2. SAFETY INSPECTIONS

The Safety and Health Committee shall be notified of all scheduled safety inspections prior to the inspection.

SECTION 3. EMERGENCY CONDITIONS

Guidelines for the curtailment or termination of postal operations to 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 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 communications to him/her regarding the emergency which may affect his well-being cannot be given to him/her in a timely manner, it is natural for the carrier to determine the proper actions to take based upon his/her mature good judgement; when and if such is done, he/she shall communicate with Management as soon as possible.

ARTICLE 7 VEHICLE STANDARDS

SECTION 1. MAINTENANCE

A. No vehicle will be assigned to a career or city carrier assistant carrier unless it can be expected to conform to recognized safety standards.

B. The Employer shall assign the same vehicle to the same full-time route on a permanent basis. When a temporary replacement is needed, Management shall make every effort to replace that vehicle with the same type and size vehicle.

C. The Employer's responsibility is to maintain all vehicles in an acceptable state of cleanliness, including monthly washes outside and inside. The responsibility of the career or city carrier assistant carrier is to keep all vehicles free from extraneous material and debris, i.e. bottles, cans, bags, etc. The unit manager will post a wash schedule in their unit and will ensure the proper washing has been accomplished. In the event of a water shortage, the washing schedule may be modified upon consultation between the Union President and the Manager of Customer Services.

D. All USPS and leased motor vehicles shall be inspected and tuned to conform to the California anti-pollution control laws. All USPS and leased motor vehicles shall be maintained to conform with vehicle maintenance standards including gas, oil, water, and battery checks.

ARTICLE 8 REPRESENTATION

SECTION 1. LABOR MANAGEMENT MEETING

- A.** The Employer shall meet with representatives of the Union on the first Thursday of each month. Special or emergency meetings shall be mutually agreed upon.
- B.** Organization and management members' attendance shall be limited to five (5) each.
- C.** Meetings shall convene at 1:00 p.m. The length of the meeting shall be determined at the beginning of the meeting based on the agenda.
- D.** Scheduled meetings may be postponed by mutual consent.
- E.** Agendas shall be presented twenty-four (24) hours in advance of scheduled meetings.
- 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, or facility, and two (2) copies shall be supplied to the Union within ten (10) work days after the 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.

ARTICLE 9 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 available on first come, first serve basis.

SECTION 2. PROCUREMENT

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

SECTION 3. CAR/VAN POOLS

Where necessary to ensure compliance with the Clean Air Act (or other controlling regulatory requirements), the Employer may assign parking spaces on a preferential basis to car/van pools.

ARTICLE 11
MISCELLANEOUS PROVISIONS

SECTION 1. TELEPHONE POLICY

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. 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 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 route 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 section. 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.

SECTION 4. UNION OFFICIAL PARKING

Upon reasonable notice to the Employer, every effort will be made to provide one (1) parking space for a Union Official to use while on union business at each station, branch, or facility.

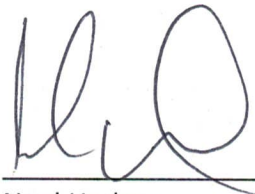
SECTION 5. SUMMER/WINTER UNIFORMS

The wearing of summer or winter uniforms shall be at the option of the carrier.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into on 5/12/2021 at Pasadena, 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.



Noel Hodges
Officer-in-Charge
Pasadena, California



Serop Karchikyan
President
NALC, Branch 2200