

MEMORANDUM OF UNDERSTANDING

Between

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

And

**UNITED STATES POSTAL SERVICE
TUJUNGA, 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 I HOURS OF WORK

SECTION 1. ROTATING SCHEDULE

- A. All carriers in the Tujunga Post Office shall be on a rotating day off schedule.
- B. Mutual trades of scheduled non-work days between carriers within the same T-6 string shall be granted if mutually agreed upon between the carriers concerned and the supervisor in charge with Union approval. A request for this trade must be submitted in writing to the supervisor in charge and the letter carrier craft shop steward.

SECTION 2. TEMPORARY ASSIGNMENTS

- A. Management shall post all temporary vacant full-time craft duty assignments of anticipated duration of five (5) days or more. The posting shall be at the same time that the work schedule is posted for the two (2) weeks prior to the vacancy.
- B. Full-time reserve, unassigned regular, and part-time flexible letter carriers may indicate their preference for such assignment until twenty-four (24) hours before the posting of the weekly work schedule.
- C. City carrier assistant letter carriers may indicate their preference for such assignment until twenty-four (24) hours before the posting of the weekly work schedule.
- D. The senior 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 with less than twenty-four (24) hour notice. In such circumstances, Management shall inquire as to the preference of each eligible letter carrier and award the assignment to the senior carrier 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. Full-time carriers that do not opt but are assigned by Management to a vacant assignment will maintain the employee's regular rotating days.

SECTION 3. CALL-IN OF FULL-TIME CARRIER

- A. The T/6 carrier 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.
- B. Reserve or T/6 carriers shall work the duty assignment as posted. The only exception will be as stated in Section 3A.

SECTION 4. 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 on the official bulletin board showing each letter carrier's accumulated overtime each pay period.
- E. Once a carrier signs the overtime desired list, his/her name will remain on the list from quarter to quarter, unless the carrier wishes to remove his/her name or change the type of overtime assignments desired (i.e. work assignment list or any overtime).
- F. The overtime desired list shall be posted for each section. A section shall be identified by installation zip code.

SECTION 5. 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 time prior to delivering on the street. Every letter carrier will also be granted reasonable time for wash-up after returning to the office from the street. Every letter carrier working as a router shall be granted two periods for wash-up each work day.

SECTION 6. 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, at no cost to the Postal Service.

SECTION 7. PART-TIME FLEXIBLE SCHEDULING

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, unless for training purposes, but may be replaced by a full-time carrier when no other assignment is available in the station.

ARTICLE 2 LEAVE PROGRAM

SECTION 1. NOTIFICATION

A. All carriers shall be notified by the Employer not later than October 1st of the beginning date of the new leave year. Management will announce the beginning date of the new leave year by the stand-up talk system and also post on the bulletin board on a red-bordered notice. 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 following leave year.

SECTION 2. LEAVE PLANNING

A. The number of career and city carrier assistant 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 each section as of September of the current Leave Year and continue thru Leave Year **2023**.

B. An 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.

SECTION 3. LEAVE PERIODS

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

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

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

SECTION 4. CHOICE VACATION PERIOD

The choice vacation period shall begin with the first Saturday of January and end January 31st of the same year. It is not the intent of the parties to allow all carriers leave during the month of January.

SECTION 5. SELECTION PROCEDURE

- A. There shall be two rounds of selections. The first round will begin November 1st. The second round will start within three (3) days of the close of the first round. This selection process must not exceed beyond December 31st.
- B. Annual leave will be selected by seniority during the first round selection. Each career and city carrier assistant letter carrier will be allowed two (2) working days to select first leave choices. If no selection is made at the end of the two (2) days, the selection chart will be moved to the next carrier. The passed letter carrier will be allowed to select the next time the chart is vacant, after making a request to select. The passed carrier must make selection as soon as the chart is presented. There will not be a second day selection time. During the second round, letter carriers may select any slots that are open on the chart.
- C. Leave selection may be made in the choice and non-choice periods, simultaneously, during the first selection period.
- D. No career letter carrier may select more than six (6) weeks on the first selection, up to three (3) weeks in the choice period and up to three (3) weeks in the non-choice period for a total of six (6) weeks. No city carrier assistant letter carrier may select more than two (2) weeks on the first selection, up to one (1) week in the choice period and up to one (1) week in the non-choice period for a total of two (2) weeks. On the second selection, carriers may select as many weeks as their leave account will cover.
- E. Leave selection will begin on November 1st, and will be selected in this order: After each carrier has exercised a selection in the choice period, each carrier will be contacted again for a second selection. Any remaining periods in the choice period will be awarded by seniority.
- F. When an employee requests extended leave, the Installation Head will try to grant the leave. The Union President must be notified of the approval or denial of extended leave.
- G. No letter carrier shall be allowed to trade a scheduled annual leave period with another letter carrier.
- H. No letter carrier will be called in to work while on a period of annual leave, except in serious emergency situations.
- I. The leave selection chart will not be removed from the postal premises.
- J. After all letter carriers have selected or passed, the annual leave schedule will be permanently posted on the official bulletin board. A copy will be presented to the Union representative.

SECTION 6. CANCELED LEAVE

- A. Career and city carrier assistant letter carrier requests for cancellation of scheduled leave shall be submitted, in writing, to the immediate Supervisor no later than 12:00 noon Friday before the posting of the weekly work schedule. Requests submitted within these limits shall be granted. All canceled leave 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.

SECTION 7. UNSCHEDULED ANNUAL LEAVE

If leave is requested for periods of leave other than the approved leave schedule, the carrier must submit Form 3971 in duplicate to the Supervisor. The Supervisor must initial the duplicate Form 3971 and return to the applicant within seventy-two (72) hours. If Form 3971 is not returned within the seventy-two (72) hour period, 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 unscheduled annual leave requests.

SECTION 9. 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 10. EXTRA LEAVE PERIODS

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

ARTICLE 3 HOLIDAY SCHEDULING

SECTION 1. POSTING HOLIDAY SCHEDULE

Management shall post a holiday work schedule on the Tuesday preceding the week in which the holiday falls, naming all employees and their assignments to be worked on the holiday or designated holiday.

SECTION 2. SELECTION METHOD

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

- 1) PTF
- 2) CCA
- 3) FT regulars who have volunteered to work on the holiday, or their designated holiday by seniority
- 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) All other non-volunteer full-time regulars by inverse seniority

If, after the posting period, a need develops for additional or replacement employees shall be selected according to the same order as above.

B. Carriers that have a non-scheduled long weekend (Fri, Sat, Sun) 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.

ARTICLE 4

SENIORITY, POSTING, AND REASSIGNMENT

SECTION 1. SENIORITY

A. An updated roster listing all carriers in order of seniority in the installation shall be posted on the official bulletin board every January and July of each year. One (1) copy of the posted list will 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. Letter carriers applying for a posted duty assignment may bid for the assignment by telephone to the job bidding line, by the USPS website "Lite Blue," or the employer's computer located at the worksite.

SECTION 2. POSTING

A. Bidding for vacant assignments will be restricted to letter carriers of the Tujunga Post Office with seniority the determining factor at all times.

B. 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.

C. The successful bidder to a posted duty assignment shall be in the new assignment on the first Saturday after close of bid.

D. 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 employees 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.

E. Vacant assignments not filled by 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.

F. A carrier may withdraw his bid on a route any time before the award order is placed on the bulletin board by the office.

G. A private vehicle will not be considered as a qualifying factor in being the successful bidder for a carrier assignment.

H. A carrier may bid for as many assignments as are posted stating his preference in the following manner: first choice, second choice, third choice, and etc.

I. 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 craft.

J. At a carrier's request, a copy of a vacant route 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.

K. No assignment will be reposted due to any changes in starting times or route adjustments. In case on 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 to have it reposted for bid.

SECTION 3. REASSIGNMENTS

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 at least one (1) position consisting of eight (8) hours which shall be designated as light duty assignments for letter carriers. This does not guarantee eight (8) hours pay in lieu of work to part-time flexible carriers if eight (8) hours of work is not available within that assignment.
- 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, 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.
- D. A part-time flexible employee eligible for light duty assignment may have the light duty assignment if it is not covered by a regular employee.
- E. It is agreed that the Installation Head shall meet with the carrier concerned and the Union, when it is not possible to assign an ill or injured carrier, to discuss the reasons for the inability to reassign the carrier.

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 EMPLOYEE PARKING

SECTION 1. ASSIGNMENT

- A. Space available parking will be provided by the Tujunga Post Office, if possible.
- B. 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. LOCAL TELEPHONE POLICY

A. Outgoing Calls

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. 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.

B. Incoming Calls

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

SECTION 2. POSTING DUE TO ABOLISHED 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 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.


MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into on 5/7/2021 at Tujunga, 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.



Daisy Chang
Officer-in-Charge
Tujunga, California



Serop Karchikyan
President
NALC, Branch 2200

5/7/2021