

2011-2016

Local Memorandum of Understanding  
UNITED STATES POST OFFICE  
Burbank CA 91505-9998

J. Stanly Lewis Branch 2086  
National Association of Letter Carriers

This MEMORANDUM OF UNDERSTANDING is entered into on APRIL 30, 2013, at Burbank California between the representative of the United States Postal Service and the designated agent of the Union signatory to the national Agreement, Branch 2086, National Association of Letter Carriers, pursuant to the Local Implementation Provision of the 1994 National Agreement. This Memorandum of Understanding, plus those items, if any, from this office which are resolved per the agreed-upon arbitration procedure, constitutes the entire agreement on matters relating to local conditions of employment.

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ARTICLE 1  
(National Reference, Article 1)  
Recognition

- Section 1. The parties agree that Branch 2086, NALC and the Burbank Post Office follow Article 1 of the National Agreement, which becomes the recognition for Branch 2086 and the Burbank Post Office.
- Section 2. The agreements reached herein through negotiations constitute the entire agreement on matters relating to local terms and conditions of Implementation between the Employer and Branch 2086, NALC and are entered in to supplement the 2011 National Agreement and constitutes a Memorandum of Understanding between the Burbank, California Post Office (herein called the Employer) and the following labor organization (herein called the NALC) on local personnel policies and practices, and local terms and conditions of employment: National Association of Letter Carriers, AFL-CIO, Branch 2086.
- Section 3. The Memorandum of Understanding covers all employees of the Burbank, California Post Office in installations and facilities for which the National Association of Letter Carriers, AFL-CIO, has been recognized as the national exclusive bargaining representative at the national level, with respect to wages, hours of employment and other terms and conditions of employment, unless superseded by terms of the National Agreement of 2011.
- Section 4. Wherever the word "installation" appears, it will refer to citywide carrier sections.

ARTICLE 2  
(National Reference, Article 11)  
Holidays

- Section 1. The Employer shall select carriers to work on holidays in the Following order:
1. PTFs
  2. CCAs
  3. Full-time regulars who volunteer to work on their non-Schedule day by seniority.
  4. Full-time regulars who volunteer on their Holiday or Day designated as a holiday by seniority.
  5. Full-time regulars who did not volunteer on what would otherwise be their non-scheduled day, by inverse seniority.

6. Full-time regulars who do not volunteer on what would otherwise be their Holiday or designated Holiday, by inverse seniority.

If, after the posting period, a need develops for additional or replacement employees, Management must select employees from the 10-12 hour OTDL.

**INTENT: In the event that a carrier has chosen a week of annual that is preceded by his or her non-scheduled weekend, said carrier shall not be mandated. Carriers that have a non-scheduled long weekend, (Friday, Saturday & Sunday) shall not be required to work the designated holiday if annual leave has been approved for the day before or the day following the long weekend. However, such carriers may volunteer in the proper sequence of selection.**

ARTICLE 3  
(National Reference, Article 12)  
Posting

- Section 1. In instances where several assignments are posted, a letter carrier may bid for as many assignments as are posted, stating his or her preferences in the following manner:
- First choice \_\_\_\_\_;  
Second choice: \_\_\_\_\_;  
Third choice: \_\_\_\_\_;  
Fourth choice: \_\_\_\_\_;  
Fifth choice: \_\_\_\_\_.
- Section 2. **The union will be notified when bids are to be posted and awarded and a vacant or newly established duty assignment not under consideration for Reversion shall be posted within fourteen (14) calendar days from the day it become vacant or is established.**
- Section 3. Copies of all notices affecting the letter carrier craft shall be sent to the President of Branch 2086, NALC, P.O. Box 6825, Burbank, CA 91510-6825
- Section 4. **An assignment shall be reposted when the territory served is changed By fifty (50%) percent.**
- Section 5. An officer of Branch 2086, NALC, shall be present at the **opening of all letter carrier annual leave bids.**
- Section 6. 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 in that office 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. Provided however, that the Local Branch may, on a one time basis during the of this agreement, elect to delete the provision from its Local Agreement.

- Section 7. The Employer shall post notification of the successful bidder within ten (10) days and the senior bidder for a vacant assignment shall be placed in that assignment within 15 days after the closing of bids, consistent with the National Agreement, except that during the month of December the carrier may be placed in the new assignment on the first Saturday in January.
- Section 8. A letter carrier route will not be posted as a vacant assignment, when there is a change of more than one (1) hour in starting time.
- Section 9. **An assignment shall not be posted until it is vacated. When posted, it shall be posted on Tuesday of the week for nine (9) calendar days. All bids and awards shall be posted in accordance with Article 41, Section 1.B.4 of the National Agreement.**

#### ARTICLE 4

(National Reference, Article 17)

##### Representation-Organization's rights-Communications

- Section 1. It is agreed that agenda items at any meetings shall be exchanged by the President of Branch 2086, NALC (or his or her designee), if requested, and the Postmaster (or his or her designee) at least twenty-four (24) hours before the scheduled meeting. Items not placed on such agenda shall be discussed only by mutual consent of the parties.
- Section 2. Branch 2086, NALC, will be consulted by the Postmaster prior to the designation of employees to all local committees in which letter carriers are involved.
- Section 3. President and Secretary of Branch 2086, NALC, shall be given statements by the Postmaster (or his or her designee) when issued for general distribution, on all personnel actions taken since the previous listing, concerning members of the letter carrier craft, showing names, addresses and all other included such subjects as hiring and transfers, be addressed to the Union's mailing address: P.O. Box 6825, Burbank, CA 91510-6825.

- Section 4. The Employer shall grant the Union the use of two (2) wall lockers in the locker room for storage of official Union material. Management will grant office space for official union business.
- Section 5. A meeting for new employees of the Letter Carrier Craft with the President of Branch 2086, NALC (or his or her designee), shall be granted within the first thirty (30) days of employment.
- Section 6. A parking place shall be reserved for NALC Union use.
- Section 7. All letter carriers in the Burbank installation shall have two (2) ten minute coffee/rest breaks. One (1) ten minute break in the office during the morning, and one (1) ten minute break on the street. The Union's annual option remains, under Amend. Section 242.341, M-39.

ARTICLE 5  
(National Reference, Article 41)  
Supplemental Seniority Agreement

- Section 1. An updated roster, listing all letter carriers in order of seniority, shall be posted once every six (6) months in the installation.
- Section 2. Vacant full-time carrier assignments created by annual leave and extended leave, and any unscheduled absences of five days or more will be covered by reserve letter carriers assigned to the section in which the vacancies occur. All full-time vacancies shall be posted (made available) for bid in the appropriate sections.
- 2A. Reserve carriers must opt on posted vacant assignments by 12:01 p.m. on Tuesday prior to the first working day (Monday) of the duty assignment. If a reserve carrier opts and is successful for any assignment of five days or more, he or she assumes the hours and days-off of the assignment and serves the duration of the vacancy.
- Section 3. If there is no vacancy in the section in which a reserve carrier is assigned, he or she may opt for a vacancy of five days or more in another section, as long as all reserve carriers in that section have opted and are scheduled on duty assignments. Any time a reserve carrier is out of his or her section covering a vacant assignment in another section, the reserve carrier shall revert back to his or her original section upon completion of the assignment.
- Section 4. If a reserve carrier is assigned to work in a section other than his or her properly assigned section, he or she will be returned to the proper section as soon as possible when a vacancy occurs.
- Section 5. All other vacant assignments unable to be covered by reserve carriers will

be covered by part-time flexible carriers assigned to sections. Part-time flexible letter carriers may opt using seniority for available duty assignments in their assigned sections. If there are no vacancies in their properly assigned sections, part-time flexible carriers may opt on vacancies in other sections, as long as part-time flexible carriers in that section have opted and are scheduled to duty assignments.

INTENT

In this installation, a reserve full-time employee shall be assigned to an eight (8) hour assignment before any part-time flexible employee, with the exception of a probationary employee for a specific training period.

ARTICLE 6

(National Reference, Article 7)

Employee Classifications and Work Assignments  
Employee Complement

Section 1. Letter Carrier Craft full-time duty assignments with regular hours of work and days off shall be:

- A. Letter carries routes
- B. T-6 comp string
- C. Sectional reserve carrier positions:  
91501-91502, 91504, 91505, 91506 and **91352**
- D. Interstation carrier truck routes t
- E. Combination delivery/ collection routes
- F. Routers, if applicable

ARTICLE 7

(National Reference, Article 8)

Work Schedules

Section 1. All full-time regular letter carriers will be on rotating work schedule, except for interstation truck route carriers who will have Saturday as their non-scheduled day. Reserve carriers exercising their Article XLI, Section 2-B-3 preference under the National Agreement, will assume the schedule of their opted assignment and shall work that assignment for its duration. Carriers shall be allowed to trade scheduled days off, within a T-6 comp string when the two carriers requesting the change submit a properly completed PS Form 3189, subject to management's approval.

Section 2. The Union and Employer are agreed that the "Overtime Desired List" as As described in article VIII of the national Agreement shall be used to schedule overtime on an office-wide installation basis.

- (a) Immediately after the commencement of each quarter, the Employer shall provide the Union with three (3) completed copies

of the "Overtime Desired List". The list shall differentiate between those employees who volunteer to work up to twelve (12) Hours a day or sixty (60) hours in a week, and those who volunteer To work up to ten (10) hours in a day or fifty six (56) hours in a week. The list shall also include carriers who volunteer to work Overtime on their own routes only.

- (b) Any additions to the list, after it has been certified, must be approved by both the Union and the Employer.
- (c) The "Overtime Desired List" for the Letter Carrier Craft shall be maintained and administered by management.
- (d) The parties recognize that those employees placing their name on the "Overtime Desired List" have an obligation to their fellow workers, and to the Employer, to work the overtime offered to them in the carrier craft. However, if a carrier on the 10-12 hour is not called in for overtime on their N.S. day within 2 hours of their normal starting time, and the carrier refuses the opportunity, discipline shall not be issued for the refusal, even though the time will count toward equitability.
- (e) The Union and the Employer are agreed that the T-6 carriers shall not be "involuntarily reassigned" off his or her regularly scheduled route assignment by the carrier on overtime whose route the T-6 is covering, unless the T-6 is assigned to another route on this comp string which is unassigned.

Section 3. The Union and Employer are agreed that Form 1627 shall be posted in the General Supervisor's office in a place readily available for carrier reference. The list will be posted each quarter and updated daily, whenever employees are assigned mandatory overtime off their own routes, on a section-wide basis. The list shall indicate names, dates and approximate mandatory hours worked by each carrier employee.

ARTICLE 8  
(National Reference, Article 10)  
Annual Leave

A. Basic agreement:

1. The Annual Leave Program shall be made in accordance with the National Agreement. The leave year shall consist of the entire year. The leave year shall be concurrent with the Postal Service leave year.

2. Scheduling for annual leave will begin on November 1, and be completed no later than the fourth Monday of December. The total amount of earned annual will be posted on an Annual Leave Chart, divided into increments of weeks, which shall be certified by the local President of Branch 2086, NALC or his or her designee and the General Supervisor of Delivery and collections, or his or her designee. Scheduling of annual leave shall be based on installation-wide seniority of the Letter Carrier Craft. Application for annual leave shall be made on Form 3971 by each carrier. Copies of the approved leave, Form 3971, shall be returned to each carrier as official notice of his or her leave. The choice vacation period will be the entire year.
3. The Union and the Employer are agreed that when a Form 3971 is submitted by an employee, requesting that would otherwise exceed the maximum number of persons off in a given week, as established by the local leave policy (see Section 4), the request shall be approved or denied within forty-eight (48) hours of submission of the request, excluding Sundays and Holidays, or leave will be considered approved.

B. Scheduling of Vacations

1. Annual leave weeks will be scheduled to begin on Mondays and to end on Sundays.
2. Carriers will be notified of their sign-up date for selection of vacation Weeks on the Annual Leave Chart. Carriers must be prepared to make their selection of vacation on that date or forfeit their choice.
3. With Letter Carrier Craft seniority, as provided for in the National Agreement under Leave, vacation scheduling shall consist of three phases:

PHASE ONE

The first phase of the annual leave program shall consist of scheduling carriers according to their earned annual leave for the leave year and choice of vacation periods, in multiples of full week periods only. The carriers' names will be placed in the "NAME" column of the leave chart. An employee will select in units of either 5 or 10 working days if he or she earns 13 days per year of annual leave, or an employee who earns 20 or 26 days annual leave per year in units of 5, 10 or 15 days. Carriers will be limited to three (3) weeks each, in scheduling annual leave during the choice period.

PHASE TWO

On the second round of the leave chart, carriers may select any periods open, including choice periods, and will be allowed to use earned annual leave for the leave year.



### PHASE THREE

- A. Whenever written notice is given of a vacancy in the Annual Leave Chart due to cancellation, retirement, resignation, transfer or for any other reason, the vacant period shall be posted on the official order book for a period of not less than five (5) working days, time permitting.
- B.. Any vacation period which has been posted on the official order book For the minimum of five (5) working days, time permitting, and is not successfully bid, will remain open on a seniority basis. These requests for open periods will be submitted to the unit supervisor by Tuesday of the preceding service week.
- C. In this phase of the vacation program, a mutual exchange of vacation periods between carriers shall be permitted. Their requests for mutual exchange must be submitted in writing and must be entered by the supervisor.
- D. In the event that a carrier chooses to give up any part of a scheduled annual leave week, the days given shall be posted for bid as a block of leave. If the successful bidder relinquishes any part of the block, it is agreed that the remaining days will not be posted. The carrier shall notify management, in writing, fourteen (14) days prior to the beginning of the annual leave week. The block of posted days of annual leave will be awarded to the senior bidder.
- After the vacation chart has been circulated twice, all remaining open periods of leave may be applied for only by the following:**
- 1. A PS Form 3971 is submitted at least 14 days prior to the posting of the schedule for the week applied for.**
  - 2. These periods will be awarded on a first come serve basic. If more then on PS form 3971 is received on the same day, the leave period will be awarded to the senior person.**
- E Management must refrain from calling an employee while on annual leave to request him/her to work except in serious emergency situations If an employee wishes to work during their annual leave period, including their N/S day, they must notify their supervisor, in writing, of their availability. The supervisor may, at his/her option, utilize this person if needed.

- F. The Annual Leave Chart shall be posted openly at the convenience of the employees, for ready reference of the carrier annual leave situation in the installation.
- G. The Employer shall allow the appropriate number of letter carriers delegated to be absent during the choice period for the purpose of attending the NALC National Convention. These delegate spots will be part of the total choice vacation plan. Management must make every effort to accommodate the Union officials to attend seminars, subject to business conditions and at the Employers judgment.
- H. Jury Duty shall not be charged against the annual leave program. If the civic obligation interferes with an employee's vacation choices, the employee shall be allowed alternative leave periods if vacancies are available on the leave chart.
- I. CCA'S REQUEST FOR ANNUAL LEAVE

**When a City Assistants (CCA'S) Submit a PS Form 3971 for annual leave it shall be approved in increments of eight (8) to forty (40) hours, as long as the CCA has earned the amount of leave requested and the supervisor has been notified at least three (3) days prior to the posting of the schedule, and the leave requested is available on the annual leave board.**

#### ARTICLE 9

##### Christmas Operations Meeting

- Section 1 Prior to the Christmas operations, representatives of Branch 2086, NALC, shall be present at a meeting by December 1, the purpose of consulting and preparing policies to be established in the local Christmas operation.

#### ARTICLE 10

##### Reading of Postal, Regional and Local Bulletins

- Section 1: All official notices affecting the carrier craft shall be posted on the official bulletin board and order books.

ARTICLE 11  
Working off the clock

Section 1. No carrier shall be permitted to perform any duties unless the employee is on the official time card. No supervisor shall knowingly permit any carrier to work off the clock

ARTICLE 12.  
Additional Proposals

Section 1. The basic assignment schedule for regulars, sectional reserve carriers and part-time flexibles shall be posted on Wednesday of the previous week. In the event that it becomes necessary to alter or change the basic work assignment schedule for regular employees, the Employer or his or her designee, shall notify all employees directly involved by the changes, and the Union, as soon as possible. If the Employer is unable to make definite assignments for part-time flexibles prior to the next working day, the Employer cannot expect letter carriers to be obligated to any "on call" practices.

Section 2. The Union and the Employer are agreed that the Employer shall provide someone available during office hours to receive calls from employees notifying the Employer of the inability to report to work. Carriers shall use the Employer's "HOTLINE NUMBER" for sick calls. The Employer shall be able to receive such calls on the HOTLINE from 0550-0750 hours each workday morning. It is further agreed that the person provided by management to receive calls shall solicit information required to complete Form 3971 and effect a replacement for the absence. At no time will the employee reporting absence be harassed or exposed to pressure, nor any unwarranted callbacks from Employer, unless it is a work-related injury.

Section 3. The Union and the Employer are agreed that an employee anticipating a medical absence of several days, may call in once and indicate that a replacement will be required for a definite period. If the employee cannot return at the stipulated time, additional calls will be necessary.

Section 4. The Union and the Employer are agreed that the Employer will follow the procedures of the Employee and Labor Relations Manual and the EL-501 Handbook when requiring employees to furnish information regarding the nature of an illness.

Section 5. The Union and the Employer are agreed that any requirement placed on an employee to provide medical certification for an absence, must be placed on the employee as soon as possible. In cases of disapproved leave, the employee may submit medical certification.

## ARTICLE 13

### Assignment of Ill or Injured Regular or Part-time Flexible Employees

Section 1. Establishment of a limited and light-duty list.

- A. A limited and light-duty assignment list shall be established which shall include such operations as casing mail, checking Forms 3982, making route maps, checking UBBM mail, answering the carrier telephone, maintaining collection box signs, pulling cases and such light-duties as may be mutually agreed upon. This list is to be used only for employees assigned to temporary limited and light-duty.

Section 2. Assignment to limited and light duty.

- A. All employees assigned to temporary limited and light duty are to share equally in the number of hours available for such assignments in accordance with their restrictions.

Section 3

- A. **Management will attempt to assign Carriers for light duty assignments in accordance with Article 13 of National Agreement.**
- B. **When Management is unable to honor a Carrier's written request for light duty, the employee will be given a written explanation for the denial of such request, and the Union will be notified of the denial of such request.**

Section 4

- A. **Light duty assignments will be available to Carriers on a installation wide basis.**
- B. **Work and or assignments identified as being Carrier light duty will include but not limited to:**
1. **Casing of individuals own assignment mail.**
  2. **Performing mail collections.**
  3. **Performing shuttle duties .**
  4. **Delivering late express mail.**
  5. **Providing auxiliary assistance.**
- C. **The assignments will be consistent with Article 13 of the National Agreement.**

- D** The Carrier is responsible for providing Management with a detailed explanation of any restrictions that Management deems necessary.

#### ARTICLE 14

##### Labor-Management Meetings

- Section 1. The Postmaster shall meet with appropriate representatives of the carrier organization on an exclusive basis, as provided in the National Agreement. Meetings shall be **held quarterly**. Supplemental meetings will held upon request of the organization's representative and the consent of the Postmaster, as deemed necessary by mutual agreement with forty-eight (48) hour notice.
- Section 2. Representation at these meetings will be limited to five (5) Members of Branch 2086, NALC, all whom shall be compensated.
- Section 3. Agenda items for the Labor-Management Meeting shall be exchanged forty-eight (48) hours prior to the meeting, and any additional agenda items will be considered by mutual consent, time permitting
- Section 4. **A joint Labor Management Safety & Health Committee will be established. One (1) representative from the union will be on the committee. The representative will serve a three (3) year term. The Safety & Health Committee shall meet quarterly and at such times As designated by the Chairman. The meetings shall be held on official Time. The meetings will convene quarterly by mutual consent.**
- Section 5. **Decisions to curtail service in the community or in any specific area will be made by the Postmaster or his/her designee, after appropriate communication with Regional authorities. The union shall be notified Immediately of any such decision.**
- Section 6. **The Postal Service shall follow the contingency plan for the handling of Emergencies and will cooperate with the Unions in these situations by providing as much information as possible as early in the process as possible.**
- Section 7. **Guidelines for the curtailment on termination of Postal operations to conform to orders of Local authorities, or as Local conditions warrant because of emergency conditions are as follows:**

- a. No employee will be required or permitted to perform service under condition which would place his/her personal health or safety in jeopardy. Any action taken must be predicated on this principal and be combined with the employee's good judgment. The employee must notify management as soon as possible.
- b. If an employee must evacuate the immediate area, he/she secure the mail in the most expedient manner possible. The employee must notify management as soon as possible.
- c. When an area within the boundaries of Sun Valley Post Office delivery area is ordered evacuated, or is declared a hazardous or disaster area, the affected employees shall immediately comply with orders of Local, State, or Federal authorities. The carrier shall report the reason for curtailment or termination of Postal operation to his/her immediate supervisor as soon as possible. In the event that direct communications are impossible, instructions by radio or other media suspending postal operations shall be complied with until orders are received authorizing the resumption of service.
- d. In the event of fire in the Postal facility, the fire drill plan posted on the bulletin board will followed. Management will direct craft employees in aiding others. Reentry into the facility will be determined by management. Advice of police, fire and safety officers must be followed.
- e. In the event of earthquakes and other acts of God, the above guidelines will be followed.
- f. In the event of bomb threats, management shall follow Contingency Plan C, Publication 159, keeping the welfare of the employees first in their minds.

## Section 8

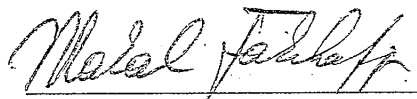
### Vehicle Safety

- a. No vehicle will be assigned to a carrier unless in the opinion of the supervisor, it can be reasonably be expected to conform to recognized safety standards. An employee may refuse to drive a vehicle if it might endanger the employee's health or safety.
- b. The employer will make a reasonable effort to assign the same vehicle to the same full-time route each day, if operational requirements permit. Management may interchange vehicles to equalize mileage and to reflect mail volume for various routes.
- c. It is the employer's intent that vehicles be maintained in an acceptable state of cleanliness, including periodic washes.

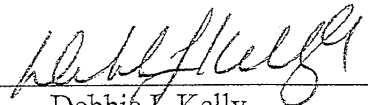
In witness whereof, this 28 day of MAY 2014

United States Postal Service

National Assoc, of Letter Carriers  
Branch 2086



Maral Jarchafjian  
OIC, Burbank CA



Debbie L. Kelly  
President, NALC Branch 2086