

LOCAL MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING, entered into on April 30 2013 at Tarzana, California, between the representatives of the U. S. Postal Service and the designated agent of the Union signatory to the National Agreement, Branch 2462, N.A.L.C., pursuant to the Local Implementation Provisions of the 2011-2016 National Agreement. The MEMORANDUM OF UNDERSTANDING constitutes the entire agreement on matters relating to local conditions of employment.

ARTICLE 1 - RECOGNITION

Sec. 1. The agreement reached herein through negotiations between Management and Branch 2462 are entered into to implement the nationally-negotiated Agreement of November 21, 2011 and constitutes a Memorandum of Understanding between Tarzana, California Post Office (herein called Management or Employer) and the following labor organization (herein called Union or Branch 2462) on local personnel policies and practices and local terms and conditions of employment.

National Association of Letter Carriers, AFL-CIO, Branch 2462

Sec. 2. This Memorandum of Understanding covers all employees of the Tarzana, 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 representatives at the national level with respect to wages, hours of employment and other terms and conditions of employment, unless otherwise superseded by terms of the National Agreement of November 21, 2011.

Sec. 3. The following employees in the unit represented herein are not covered by this Memorandum of Understanding:

Those management personnel and employees specified in Article 1, Section 2, of the National Agreement of November 21, 2011.

ARTICLE 3 - MANAGEMENT RIGHTS

Sec. 1. Decisions to curtail service in the community or any specific area will be made by the Postmaster or his/her designee, after appropriate consultation with Regional authorities in which the safety and health of the employee shall be the prime consideration for making the decision.

Sec. 2. When local police, military, or other authorities, recognized by the U.S.P.S., restrict certain sections of the community, cordon off certain streets or buildings, it is the policy of the Postal Service to respect fully such restriction. No attempt will be made to provide collections, delivery and other services under such extreme conditions. Moreover, when this situation prevails, Stations within the area shall be closed, if ordered by those authorities.

- Sec. 3. Management will take prompt action to alleviate such danger to postal employees. At such times when a carrier is outside the office and management communications to his/her well being cannot be given him/her in a timely manner, he/she shall communicate with management as soon as possible.

ARTICLE 7 - EMPLOYEE CLASSIFICATIONS

- Sec. 1. Management shall make a continual review of the employee complement for the purpose of maximizing full-time positions and minimizing the number of part-time employees who have no fixed work schedules.
- Sec. 2. The Union President will be notified promptly of the names of any new carriers hired or transferred in.
- Sec. 3. When the crossing of crafts occurs, the Union shall be notified prior to this, but no later than the end of the tour of duty.

ARTICLE 8 - HOURS OF WORK

- Sec. 1. Mutual trades of scheduled non-work days between carriers shall be granted, if mutually agreed upon between carriers concerned, the supervisor and condoned by the union. The appropriate utility/T/6 carrier will be notified by initialing the appropriate form.
- Sec. 2. The basic work week for all full-time carriers shall be posted by Wednesday of the previous week.
- Sec. 3. If a regularly assigned carrier is requested/required to work on his/her non-scheduled day, he/she shall be assigned to work his/her own route, providing the utility carrier is not required to work outside his/her assigned string, without their permission. A utility carrier working on his/her non-work day will work on other routes, if no work is available on his/her string.
- Sec. 4. Each letter carrier will be granted three (3) minutes for wash up after casing the route and prior to delivering on the street. Every letter carrier will also be granted three (3) minutes for wash up after returning to the office from the street.

ARTICLE 10 - LEAVE

Sec. 1. The Employer/Union shall, no later than November 1st., publicize on bulletin boards, stand-up sessions and carrier order books, the beginning of the new leave year, which shall begin with the first day of the first full pay period of the calendar year. This information shall also be contained on the annual leave sign-up sheet.

The following are the exact dates for the beginning of the leave year. **January 11th for calendar year 2014.** The exact dates for **2015, and 2016** shall be contained on the annual leave chart. The leave year for the Tarzana Post Office will include all weeks of the year.

Sec. 2. Leave planning will begin by November 15th, and be completed by December 31st.

Sec. 3. All requests for vacation bids will be filled out on P.S. Form 3971 by the employee. All requests must be round dated prior to turning them in for approval and signed by the Union indicating the request has been received. The employee's name will then be placed on the annual leave bid board indicating acceptance of the requested leave. The supervisor will approve each request after bid has been entered on the annual leave board. A signed copy of the P.S. Form 3971 will be provided to the employee no later than the next day at the close of business.

Sec. 4. Letter carriers on jury duty during their vacation choice shall be eligible for another available period. Jury duty will not be considered as part of the quota of carriers off. One additional carrier shall be allowed off to attend the National or State Conventions. This will not be part of the number allowed off. Additional requests will be given the fullest consideration.

Sec. 5. The Choice Vacation Period shall be from the first full week in June for sixteen (16) consecutive weeks.

Sec. 6. The number of annual leave slots will be 12 Percent of the authorized full compliment of Tarzana Post Office, 91356. Any fraction will be adjusted/rounded up as follows (example, 11.01 percent is rounded up to 12 percent.

One additional slot will be allowed during the following weeks, President's Day, Easter, Memorial Day, July 4th, Labor Day, Thanksgiving, Christmas and New Years. These slots will be in addition to the 12 percent.

- Sec. 7. Vacation periods shall be offered and awarded according to office-wide seniority **for Zip Code 91356.** Carriers, at their option may request one (1) or two (2) selections during the choice vacation period in units of either five (5), ten (10), or fifteen (15) days: total not to exceed ten (10) or fifteen (15) days on the first choice, in accordance with leave earned annually. A carrier may combine a period outside the choice vacation period with the choice vacation period.
- Sec. 8. Carriers will start their vacations on a Monday and return to work on Monday following their vacation, unless that Monday is a Holiday or a non-scheduled workday; in which case they will return to work on the Tuesday following the end of their vacation.
- Sec. 9. A carrier may submit an application for annual leave for any period during the leave year outside their scheduled vacation period. This will be accomplished by the use of P. S. Form 3971, submitted to the supervisor of the Section forty-eight (48) hours in advance of the date of requested leave. Request will be considered on a first come first served basis, with seniority used in the event two (2) or more applications are submitted on the same day. Weeks shall not take precedent over days. Emergency leave is excluded from this time requirement.
- Sec. 10. Reverted annual leave period - If an employee wishes to revert any period of annual leave, they must notify the Union in writing no less than three (3) days before the posting of the schedule for that annual leave period. Unless a P. S. Form 3971 has been submitted for that period, the reverted annual leave period shall be posted for bid, under the Seniority Rules, for a period of three (3) days. Any un-bid period of annual leave will then be awarded on a first-come first serve basis.
- Sec. 11. Exchange of Leave - The parties mutually agree to meet to resolve each individual situation.
- Sec. 12. The number of employees granted leave each week outside the Choice Period will be four (4), unless otherwise indicated in Article 10, Section 6.
- Sec. 13. All employees will have a maximum of two (2) days to select their vacation period upon receiving the vacation schedule. If no choice is made, the schedule will be passed on to the next carrier.
- Sec. 14. Carriers on the overtime desired list who have annual leave immediately preceding and/or following nonscheduled days will not be required to work overtime on their days off. However, if they so desire, employees on the overtime desired list may advise their supervisor in writing of their availability to work a nonscheduled day's) that is in conjunction with approved leave.

Sec. 15. When a City Carrier Assistants (CCA's) submits 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 by the CCA is available on the annual leave board/chart.

ARTICLE 11 - HOLIDAY

Sec. 1. Employees to work on a Holiday of day designated as a Holiday, will be selected in the following order:

A. All part-time employees to the maximum extent possible, even if the payment of overtime is required.

B. City Carrier Assistants (CCA's).

C. All full-time regular, full-time flexible and part-time regular employees who possess the necessary skills and have volunteered to work on their holiday or their designated holiday by seniority.

D. All full-time regular, full-time flexible and part-time regular employees who possess the necessary skills and have volunteered to work on their non-scheduled day by sonority.

E. Full-time regular, full-time flexible and part-time regular employees who possess the necessary skills and have not volunteered on what would otherwise be their non-scheduled day by inverse seniority.

F. Full-time regular, full-time flexible and part-time regular employees who possess the necessary skills and have not volunteered on what would otherwise be their holiday or designated holiday by inverse seniority.

Sec. 2. 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 13 - ASSIGNMENT OF ILL OR INJURED

- Sec. 1. A light duty assignment is defined as any available work within the installation which the employee is qualified and physically able to perform as determined by a licensed doctor or chiropractor.
- Sec 2 Within the letter carrier craft, the following could be considered, but not limited to, examples of light-duty assignments:
- A. Assisting routes by setting up mail.
 - B. Marking up forwardable mail.
 - C. Relabeling carrier cases
 - D. Rewriting carrier route books.
 - E. Labeling inside of apartment boxes
 - F. Training new employees when, in fact, training is done at the station level by a craft employee.
 - G. Fund drive solicitations.
 - H. Coverage of suitable collection routes.
 - I. Relay cards labels/upkeep.
 - J. Any assignment within the physical capability of an employee who is temporary or permanently incapable of performing his or her normal duties as a result of illness or injury.
- Sec. 3. When more than one (1) employee, within that unit, requests temporary light duty, the available light-duty work will be evenly distributed within the medical limitations/restrictions.
- Sec. 4. The installation head shall make a bona fide effort to identify light duty work. The installation head shall give the matter "the greatest consideration" and "careful attention". If management does not provide the requested light duty work, they shall explain in writing why light duty work is unavailable.

ARTICLE 14 - SAFETY AND HEALTH

- Sec. 1. A joint Labor-Management Safety and Health Committee shall be established as provided for in Article 14 of the National Agreement. The President of Branch 2462 or his/her designee shall serve as a committee member. Branch 2462 and the Employer endorse and actively support the rules and regulations for promoting safety and health. Meetings of the Committee shall be held on official time and on a quarterly basis, as stated in Article 14, Sec. 7, of the National Agreement.

ARTICLE 17 - REPRESENTATION

- Sec. 1. A copy of letters, posted notices or communications concerning new policies issued by the Employer which affect the Letter Carrier Craft shall be furnished the President and Shop Steward of Branch 2462 prior to or at the time of issuance.
- Sec. 2. The President and his/her designee, including designated Stewards, shall be afforded prompt, proper and due recognition by all supervisory personnel and management officials at all Stations and Branches of the Tarzana Post Office, in carrying out their duties and responsibilities and obligations under this Local Memorandum and the National Agreement.
- Sec. 3. The installation head shall meet with appropriate representatives of Branch 2462 on the first Tuesday of February, May, August and November, or any other time as may be mutually agreed upon. The Meeting will convene at a mutually agreed to time.
- Sec. 4. Branch 2462 is entitled to three (3) representatives of its own choosing, one (1) will be, "on-the-clock" at these meetings.
- Sec. 5. Minutes of Labor-Management Meetings shall be signed for verification by both parties. Any agreement reached shall be in writing and signed by both parties. Agreements reached shall not change, add to, or vary the terms of the National Agreement.
- Sec. 6. It is agreed that agenda items for discussion at the Meetings shall be exchanged by the President of Branch 2462 and the Postmaster at least three (3) working days before the scheduled meeting. Items not placed on the agenda shall be discussed only by mutual consent.
- Sec. 7. Representatives of Branch 2462 shall have the right to the use of Post Office telephones in the Post Office or in any Station for the purpose of performing and engaging in Union duties and business related to the collective bargaining agreement and the Local Memorandum. Said calls within the local service area.
- Sec. 8. During the month of November members of Management and Branch 2462 shall meet for the purpose of consulting and preparing a understanding of policies to be established in the Christmas operation.
- Sec. 9. Request for leave of three (3) days or less by a Branch 2462 Steward or Officer for Union Business shall be approved. A minimum of seven (7) days notice will be given.**

ARTICLE 22 - BULLETIN BOARDS

- Sec. 1. The Union and the Employer agree that the Employer will provide the Union with a locked bulletin board, with the key in sole possession of the Union.

ARTICLE 41 - LETTER CARRIER CRAFT SUPPLEMENT

- Sec. 1. POSTING

- A. Letter carriers applying for an assignment shall make a sealed bid in writing to the Postmaster during the period of seven (7) days for which the notice is posted. A representative of the union shall be present at the opening of bids affecting Letter Carriers. Until Tarzana Post Office transitions to automated bidding through HRSSC.**
- B. Once Tarzana Post Office transitions to automated bidding through HRSSC, a vacant or newly established duty assignment not under consideration for reversion shall be posted within fourteen (14) calendar days from the day it becomes vacant or is established.**
- C. Once Tarzana Post Office transitions to automated bidding through HRSSC, notices inviting bids for Letter Carrier Craft assignments, and to such other assignments to which a Letter Carrier is entitled to bid, and all award notices to such bid assignments, shall be posted on all official bulletin boards at the installation where the vacancy exists, including stations and branches, as to assure that it comes to the attention of employees eligible to submit bids.**
- D. An assignment shall not be posted until it is vacated. When posted, it shall be posted on Wednesday of the week for eight (8) calendar days. All bids and awards shall be posted in accordance with Article 41, Section 1.B.4 of the National Agreement.**
- E. A copy of the notice (bids and awards) shall be sent to the local Union President and provided to the Shop Steward.**
- F. All full-time assignments will be on a scheduled rotating non-work days.**
- G. Any proposed change in an established or any newly established full-time assignments, with respect to rotating non-work days, must be by mutual consent of both parties to this agreement.**

Sec. 2. SENIORITY

- A. An updated roster listing all carriers in order of seniority shall be posted and updated ever six (6) months. A copy will be sent to the Union.
- B. Pursuant to Article 41 of the National Agreement, all full-time reserve carriers, unassigned full-time carriers and part-time flexible carriers have the right to opt for available craft duty assignments of anticipated duration of five (5) days or more in their assigned delivery unit.
 - 1. Opting will be done in order of seniority.
 - 2. Opting will take place prior to the posting of the work schedule on Wednesday, prior to the work week.
 - 3. Once a carrier has opted for an assignment pursuant to the above, he/she will work that assignment for its duration. Anticipated duration of the assignment will be posted.
 - 4. All reserve, unassigned and part-time flexible carriers opting for a duty assignment may sign an opting sheet, which will list all available assignments that will be vacant for a duration of five (5) days or more.
 - 5. If a part-time flexible does not opt for an available assignment of five (5) days or more then management may assign the duties to him/her.
- C. In the event a regular assigned carrier is requested to work on their non-scheduled day, they shall be assigned to their own route. In the foregone event, the utility carrier shall then be assigned to a vacant route on their string of five (5) routes.

Sec. 3. 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 adjustment, highways, housing projects, all routes and full-time duty assignments at that unit held by letter carrier 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.

This Memorandum of Understanding shall continue in full force and effect for the duration of the National Agreement of **November 21, 2011**, however, it shall be extended to the close of any period of local negotiations or be reopened for local negotiations or terminate as determined by the parties to the National Working Agreement.

UNITED STATES POSTAL SERVICE

NATIONAL ASSOCIATION OF
LETTER CARRIERS
BRANCH 2462

Tarzana, California 91356
(City) (State) (Zip)

Van Nuys California 91406
(City) (State) (Zip)

By: _____
(Signature)

By: _____
(Signature)

Signature Typed

CALVIN D. BROOKINS
Signature Typed

OFFICER-IN-CHARGE
(Title)

PRESIDENT, BRANCH 2462
(Title)

DATE: April 18, 2013

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