

MEMORANDUM
OF
UNDERSTANDING

between
the

UNITED STATES POSTAL SERVICE

CITY OF

BELVEDERE/TIBURON

CALIFORNIA
and

GOLDEN GATE BRANCH # 214

NATIONAL ASSOCIATION OF LETTER CARRIERS

AFL-CIO

representing the

LETTER CARRIERS

of the


BELVEDERE/TIBURON

POST OFFICE

THIS LMOU IS IN EFFECT FOR THE LIFE OF THE 2006 - 2011 AGREEMENT

SIGNED ON 11/14/2007

FOR THE U.S.P.S.



Karen Rogers
Officer in Charge
Belvedere / Tiburon Post Office

FOR THE N.A.L.C.



Lili Beaumont
President, Branch 214
National Association of Letter Carriers

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING, entered into between the representatives of the United States Postal Service, and the designated agent of the Union signatory to the National Agreement, the National Association of Letter Carriers in Belvedere/Tiburon, California, is pursuant to the Local Implementation Provisions of the current National Agreement.

This MEMORANDUM OF UNDERSTANDING constitutes the entire agreement on matters relating to the local conditions of employment.

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ARTICLE 1
WORK SCHEDULES

1. Full-time Regular Carriers shall be on a rotating day off basis, with a basic work week of Saturday through Friday.
2. When regularly assigned carriers are requested to work on their non-scheduled work day(s), they should be assigned to work on their own route, provided that the utility carrier can be assigned to a route on his/her string of five (5) routes. If this cannot be done, the letter carrier (utility or regular) working in an overtime status will be required to do carrier work other than his/her bid assignment.

ARTICLE 2
OVERTIME ASSIGNMENTS

1. "Overtime Desired List" [ODL] shall be by installation.
2. a). Management will create and maintain an overtime equalization sheet and post it weekly.
b). Union and management will review and review and discuss overtime equalization sheet in labor/management meetings.

ARTICLE 3
ANNUAL LEAVE
VACATION PERIOD AND NUMBERS OFF

1. The 'Choice Vacation Period' shall begin with the first full week in April [beginning on Monday] and continue for twenty-four (24) consecutive weeks total. In addition the week before Easter and Thanksgiving week shall be part of the 'Choice Vacation Period'.
2. The total vacation Leave Year shall be from the first Monday in February thru the last week in January.
3. If requested, at least 13% of the Career Letter Carriers in each station/section shall be granted Annual Leave throughout the vacation Leave Year, except during the month of December, when at least 8% of the Career Letter Carriers shall be granted Annual Leave. The base date for determining these percentages shall be thirty (30) days prior to the beginning of the AL bid process.
4. Two weeks prior to Christmas week management will review mail conditions, and if practicable will allow up to 13% of the career carriers off.
5. In applying the 13% and 8% rules, any fraction of .75 or more (rounding rule applies), shall mean one (1) additional available vacation slot. Any fraction less than .75 will be discarded except that at least one (1) Career Carrier in each station shall be granted annual leave each week when ten (10) or less employees are assigned to that station/section.

6. In order to insure a continuing application of the percentage requirement, during the course of the vacation leave year the Employer will review the number of career carrier on rolls on May 1st and on September 1st each year. Any increase in the number of career carriers on the rolls shall provide additional vacation slots based on the percentage formulas cited in this Article. Conversely, any decrease may reduce the number of vacation slots available for bid. Any previously approved leave cannot be canceled by the Employer based on this provision.
7. The number of transitional employees hired for this office will not be a factor in determining complement and percentages as outlined under items numbers 3, 4, 5 and 6 above.

FORMULATION OF ANNUAL LEAVE PROGRAM

8. Annual Leave periods shall begin on Monday and end on Sunday each week.
9. Thirty (30) days prior to the beginning of the vacation bid process the Union shall notify the Employer of the number of weeks to be reserved (and which weeks) for one (1) delegate, of the Branch, who will be attending the NALC State and/or National Conventions. These weeks shall not be charged to the percentage formula cited elsewhere in this Article. The name of the delegate shall be provided to the employer at least four (4) weeks prior to the Conventions. Management will make every effort to grant leave for Union Business other than for State and National Conventions.
10. A leave chart shall be posted which shall be available for review by the Carriers and shall be kept up to date by the Employer.
11. The mutual exchange or trading of vacation periods shall not be allowed.
12. Paychecks shall be mailed to Carriers on Annual Leave if they so indicated in writing, provided that they furnish a self addressed stamped envelope.
13. Letter Carriers on jury duty the entire week of their scheduled Annual Leave in the choice period shall be eligible for another available period within the choice vacation period.
14. A previously bid vacation period shall not be denied solely because the Carrier has no annual leave balance.

BIDDING PROCEDURE

15. The bidding and awarding of Annual Leave shall be by City-Wide seniority but within each station/section as enumerated in Article 2 of this Agreement.
16. There will be two (2) rounds of bidding, PRIMARY and SECONDARY. Any vacation slots still vacant after the PRIMARY [Choice Periods] round of bidding shall be considered non-choice, and shall be available for bid during the SECONDARY round of bidding.

17. Career Carriers, during the PRIMARY round of bidding, shall be granted Annual Leave as follows:
 - A. Career Carriers who earn thirteen (13) days of annual leave per year shall be granted up to two (2) weeks continuous annual leave during the Choice Period. The number of weeks of annual leave, not to exceed two (2), shall be at the option of the Career Carrier.
 - B. Career Carriers who earn twenty (20) or twenty-six (26) days of annual leave per year shall be granted up to three (3) weeks of continuous annual leave during the Choice Period. The number of weeks, not to exceed three (3), shall be at the option of the career carrier.
 - C. A career carrier at his/her option, may request up to two (2) separate selections during the Choice Period, in units of one (1) or two (2) weeks. The total shall not exceed paragraphs A & B above.
18. During the SECONDARY round of bidding career carriers shall be entitled to bid any remaining annual leave which they have or will earn prior to the selected periods, and subject to the percentage formula cited in this Article.
18. Thirty (30) days prior to the beginning of the PRIMARY round of bidding, management will post an up to date carrier list.
19. Both rounds of bidding will be concluded before January 1st
20. The Employer shall give each Career Carrier at least two (2) days advance notice of when it is their turn to bid for their vacation during both rounds of bidding.
21. Career Carriers on their non-scheduled work day or on leave may, at their option, make their selections by telephone. Career Carriers will not be considered 'on the clock' during any such telephonic bid. Career Carriers may also bid by proxy, if certified in writing by the bidding carrier, and submitted by the Shop Steward. When the preceding occurs, it shall be required that no later than the first day on which the Career Carrier returns to duty, he/she shall give written confirmation to his/her supervisor of his/her selection, on the Official Bid Form.
22. During both rounds of bidding, the Employer shall call the Career Carriers in seniority order, beginning with the #1 senior Career Carrier to view the Vacation Chart. The Vacation Chart shall show all vacation slots still available for bid
23. The career carriers will review the Vacation Chart and place their name in the available slots, pursuant to restrictions in Sections 16 and 17 of this Article.
24. Career Carriers shall be granted all Annual Leave requested and available on the Leave Chart, subject to any restrictions enumerated elsewhere in this Article.

25. If a Career Carrier fails to bid during either/or both round(s) of bidding (after being properly notified), that Career Carrier shall be afforded the opportunity to bid at any time during the official bidding period. In that instance, bids shall only be for available periods still remaining.
26. After the PRIMARY round of bidding the SECONDARY round shall be conducted in the same manner.
27. After both rounds of bidding are completed the Employer will furnish the Local Union President with a copy of the approved, finalized vacation bid results.
28. Following the conclusion of both rounds of bidding, any full open weeks on the vacation chart shall be granted to Career Carriers upon their request (subject to the percentage formula). Such requests shall not be made later than the Monday prior to the service week in which the Annual Leave is desired. Requests will be approved on a first come, first served basis. However, if two (2) or more applications requesting the same open slot(s) of vacation are submitted within seven (7) days of each other, preference will be given the senior carrier. The Employer shall inform the successful bidder within seven (7) days of their request.
29. Approval of full weeks of annual leave for transitional employees will not be counted against the number of career employees allowed off during any vacation period.
30. Full vacation weeks not committed (i.e. successfully bid upon) shall be made available to carriers, including transitional employees, in units of one (1) annual leave day or more. Such requests shall be submitted no later than the Monday prior to the service week in which the annual leave is desired. Request will be approved on a first come, first served basis. However if two (2) or more applications requesting the same open slot(s) of leave are requested within seven (7) working days of each other, preference will be given to the senior carrier. The employer shall inform the successful bidder within seven days of their request, and or by the posting of the schedule on the Wednesday prior to the service week in which the annual leave is desired. Full week bids take preference over individual day(s) bids. Request of three (3) days or more will be considered and will block the entire week.
31. There are times when, due to unanticipated circumstances, a Carrier needs time off, even though all openings for the vacation period desired are filled. For this purpose, applications for leave shall be submitted on Form 3971. All requests will be considered in order of receipt. Management will make a decision within a reasonable time of receipt.

CANCELED LEAVE

32. Cancellation of scheduled Annual Leave shall be submitted in writing to the immediate supervisor no later than ten (10) days in advance of the scheduled leave. The Union shall be promptly notified of all cancellations. Cancellation requests of less than ten (10) days notice will be approved or disapproved at the discretion of the Employer.
30. All canceled or vacated bids for Annual Leave shall be posted in the Installation.
31. There shall be a designated area for posting of canceled or vacated vacation periods on the official bulletin board. The senior bidder for the vacated bid must have a sufficient projected Annual Leave balance.

ARTICLE 4

HOLIDAYS

1. A Holiday Desired Sign Up List will be posted at least one week prior to the issuance of the Holiday Schedule. Carriers wishing to work their scheduled day off, holiday or designated holiday shall so indicate by signing the list.
2. Employees shall be utilized, as needed in accordance with the following:
 - A.
 1. Casuals, even if overtime is necessary.
 2. Part-Time Flexibles, even if overtime is necessary.
 3. Full-Time Regulars who have volunteered and who will be working on what would otherwise be their non-scheduled work day, selected on the basis of seniority.
 4. Full-Time Regulars who have volunteered to work on their holiday or designated holiday when such day otherwise would be part of their work schedule, selected on the basis of seniority.
 5. Transitional Employees
 6. Full-Time Regulars who have not volunteered to work and do not have scheduled Annual Leave beginning the day after the holiday, and who will be working on what would otherwise be their non-scheduled work day, selected by juniority rotation.
 7. Full-Time Regulars who have not volunteered to work and do not have scheduled Annual Leave beginning the day after the holiday, and who will be working on what would otherwise be their holiday or day designated as their holiday, selected by juniority rotation.
 8. All other Full-Time Regulars who have not volunteered to work, and who will be working on what would otherwise be their non-scheduled work day, selected by juniority rotation.
 9. All other Full-Time Regulars who have not volunteered to work, and who will be working on what would otherwise be their holiday or day designated as their holiday, selected by juniority rotation.

- B. A carrier working his/her holiday or day designated as a holiday shall be permitted to work his/her own assignment or route.
 - C. A carrier working his/her non-scheduled work day shall be permitted to work his/her own assignment or route, provided such assignment is available after the application of 'B' above. If this is not possible because of 'B', these carriers will be assigned to vacant assignments or routes based on their seniority.
3. If, after the posting period, a need develops for additional or replacement Carriers, Carriers shall be selected according to the same order as listed above.
 4. It is understood that the above shall be administered on an installation basis, with management making every effort to equalize the amount of mandatoried holiday work within each category, during the life of the National Agreement.

ARTICLE 5

REASSIGNMENT

1. For purposes of reassignment, it is agreed that the Belvedere/Tiburon Post Office shall be known as an installation.

ARTICLE 6

POSTING

1. The notice inviting bids for all Letter Carrier assignments/positions shall be posted on the Official Bulletin Board.
2. All Full-Time Carrier assignments/positions shall be posted for ten (10) calendar days.
3. Copies of the notice inviting bids and the results of same shall be furnished to the Local Union President upon request.
4. All Carriers that are in a leave status when a vacant assignment/position is posted for bid shall be notified by mail if they provide a self-addressed stamped envelope. This section shall be considered the written request for notification by all absent employees required by the National Agreement, Article 41, Section 1, B, 1.
5. Letter carriers shall make their bids in writing to their respective supervisor on the Preferred Bid Assignment Form (PO Form 1717). Management shall provide the Bid Form to the carrier and if the carrier wants a copy of said form, management will initial a copy and give it to the carrier. Should the question ever arise as to whether or not a Carrier has submitted a bid, his/her copy shall suffice as proof.

6. Letter Carrier(s) route(s) or Full-Time Assignment(s) shall not be reposted when there is a change in their starting time.
7. A non-scheduled day shall be posted for bid only in the string where the vacancy occurs. The rotating day off shall be offered by seniority to the carriers on the T-6 swing (and the T-6) of the vacant route. After the bidding is completed the remaining non-scheduled day shall be assigned to the vacant assignment.
8. Between bids, if the two primarily effected carriers and the T-6 on the string all agree, Non Scheduled Days may be permanently exchanged.
9. Opting on temporarily vacant routes with an anticipated duration of five (5) days or more, will be in accordance with ARTICLE 41.2.B subsections 4 & 5.

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- A. Management shall post all temporarily vacant Full-Time craft duty assignments of anticipated duration of five (5) days or more, for city-wide opting, on the official bulletin boards.
- B. Full-Time Reserve, Unassigned Regular, and Part-Time Flexible Carriers may indicate their preference for such assignments by the use of the Official Opt Form. This form is to be submitted by the Carrier(s) no later than 10 AM the Tuesday preceding the service week in which the vacancy occurs.
- C. On the Tuesday preceding the service week in which the vacancy occurs, the Senior Carrier for each available assignment who has indicated his/her preference on the Official Opt Form shall be furnished with an approved copy of same.
- D. The above shall not apply where assignments become available upon less than twenty-four (24) hours notice. In such circumstances, management shall inquire of the eligible Carriers (i.e. carriers not currently working an Opt which extends into the available assignment period) and award the assignment to the senior Carrier who indicates a preference, by utilizing the Official Opt Form as in Section "C" above.
- E. All T-6 positions that are temporarily vacant for an anticipated duration of five (5) days or more shall be posted for higher level detail on a separate sheet on the official bulletin boards, in accordance with Article 25.4 of the National Agreement. This "Invitation to apply for a Higher Level Detail" shall have written language stating the following:

For higher level details (T-6 positions) the "senior qualified, eligible and available" volunteer in the immediate work area must be selected. All qualified letter carriers, including part time flexibles and full-time regular letter carriers with bid positions are eligible to apply for higher level assignments under the provisions Article 25, Section 4 of the National Agreement.

ARTICLE 7

ASSIGNMENT OF ILL OR INJURED

1. Management agrees that every effort shall be made to reassign an ill or injured Carrier within his/her present craft or occupational group. Where practicable, the tour of light duty shall coincide with the Carrier's present tour of duty.
2. Carriers with medical or other restrictions can be successful bidders or can be successful opters on an assignment if their restrictions permit them to perform the essential functions of the position.
3. After all efforts to reassign a Carrier within the carrier craft have been exhausted (e.g. carrier markups, case labels, special delivery, parcel post, casing curtailed mail etc.) consideration will be given to reassignment to another craft or occupational group within the installation.

ARTICLE 8

WASH-UP TIME

1. The Installation Head shall grant reasonable wash-up time to those employees who perform dirty work or work with toxic materials.

ARTICLE 9

CURTAILMENT OF POSTAL OPERATIONS

1. Upon order by local competent authority, such as but not limited to: law enforcement agencies; fire department; civil defense agencies; or National Guard Officers; that a specific area is hazardous to the health or safety of individuals, the Installation Head or his/her designee shall take action to instruct Carriers within that area to curtail delivery of mail and return to their station or take other appropriate action, as determined by the employer.
2. Prior to taking action, or as soon as possible, the Employer shall notify the Local Union President of its decision and plan of implementation.
3. In the event that there is a curtailment of Postal Operations to conform to the orders of local authorities, the following shall apply:
 - A. If on duty, Carriers will be notified what action to take.
 - B. If the carrier is off duty, the Employer shall make every effort to notify Carriers by whatever means of communication is deemed necessary.

4. No carrier shall be required to effect mail collection or delivery where visual evidence indicates that to do so will endanger his/her safety. It is expected that Carriers will exercise reasonable judgment in this matter. When collection or delivery must be curtailed for reasons of safety or as designated by Local Authorities because of emergency conditions, the carrier(s) will promptly report by phone (if possible) to the immediate supervisor providing full circumstances surrounding the Local Authorities' or the carrier's decision to curtail. The supervisor will then investigate in person or take such other action as deemed necessary to cope with the situation.

ARTICLE 10

PARKING

1. All currently available parking spaces shall continue to be on a first come, first served basis, except as provided for in this Article.
2. If additional parking spaces become available, they will also be allocated as per Section 1, of this Article.
3. If unforeseen changes occur which would reduce the number of available carrier parking spaces, management will do all it reasonably can to retain or acquire necessary parking spaces.

ARTICLE 11

SAFETY AND HEALTH

1. It is agreed that a Safety and Health Committee be established and that Branch 214 NALC designate one member of their branch to the committee.

ARTICLE 12

POLICY ON DISCIPLINE

1. *COUNSELING.* It is agreed that following counseling the supervisor will afford the employee an opportunity to initial the informal notation the supervisor has made of the counseling.
2. *ANONYMOUS COMPLAINTS.* It is agreed that no disciplinary action will be taken against an employee on the basis of unsubstantiated anonymous complaints.

ARTICLE 13

ROUTE ABOLISHMENT

1. 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, highway, 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 of the National and Local Agreements.

ARTICLE 14

LABOR MANAGEMENT MEETINGS

1. Management will hold four (4) labor management meetings per year, one every quarter, such meetings shall include, both alternate steward and regular shop steward, Postmaster or designee and supervisor. In the event that for emergency reasons, a labor management meeting is not possible, both union and management will select an alternative date in the same quarter and sign off on it. Date will be determined mutually.

ARTICLE 15

FLEXIBLE STARTING TIMES

1. Carrier routes and assignments at the Belvedere/Tiburon Post Office will have Flexible starting times of at least one-half hour after the official starting time. Certain assignments may be subject to modification of the flextime window upon mutual agreement of the parties.