

MEMORANDUM
OF
UNDERSTANDING

between
the

UNITED STATES POSTAL SERVICE

CITY OF

CORTE MADERA

CALIFORNIA

and

GOLDEN GATE BRANCH # 214

NATIONAL ASSOCIATION OF LETTER CARRIERS

AFL-CIO

representing the

LETTER CARRIERS

of the

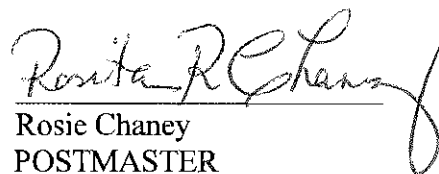
CORTE MADERA

POST OFFICE

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

SIGNED ON 11-14-07

FOR THE U.S.P.S.



Rosie Chaney
POSTMASTER
Corte Madera 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 Corte Madera, 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.

ARTICLE 2

OVERTIME ASSIGNMENTS

1. Overtime Desired List(s)" [ODLs] shall be established by section; a section being defined as an individual station.
2. For purposes of clarification, the following is a list of all stations/sections currently in the Corte Madera Post Office:

CORTE MADERA MAIN OFFICE (One Section)

ARTICLE 3

ANNUAL LEAVE

VACATION PERIOD AND NUMBERS OFF

1. The 'Choice Vacation Period' shall begin with the first full week in April and continue through the week prior to the Columbus Day Holiday and will also include Thanksgiving week, Christmas week and New Years week.
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 11% of Corte Madera Career Letter Carriers shall be granted Annual Leave throughout the vacation Leave Year, EXCEPT:
 - A. During Thanksgiving week, Christmas week, and New Years week when at least 12% of Corte Madera Career Letter Carriers shall be granted Annual Leave and
 - B. The non-choice period when at least 8% of Corte Madera Career Letter Carriers shall be granted Annual Leave.
4. The base date for determining all percentages shall be 2 weeks prior to the beginning of the Annual Leave bid process. Percentages shall be of the authorized complement of Career Letter Carriers.

5. In applying the 12%, 11% and 8% rules, any fraction of .50 or more (rounding rule applies), shall mean one (1) additional available vacation slot.
6. 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 and 5 above.

FORMULATION OF ANNUAL LEAVE PROGRAM

7. Annual Leave periods shall begin on Monday and end on Sunday each week.
8. Attendance at National or State Conventions may not be charged to an individual's entitlement to leave during the Choice Period. Thirty (30) days prior to the beginning of the Annual Leave bidding period, the Union may designate weeks during the leave year which will be blocked out of the normal schedule and reserved for attendance at Union Conventions, up to one (1) slot per period. Management will consider allowing additional carriers to be off for Conventions, based on business conditions.
9. A leave chart shall be posted in all stations/sections, which shall be available for review by the Carriers and shall be kept up to date by the Employer.
10. Carriers called for Jury Service during a bid Choice Vacation Period, may select another open vacation period.
11. A previously bid vacation period shall not be denied solely because the Carrier has no annual leave balance.

BIDDING PROCEDURE

12. The bidding and awarding of Annual Leave shall be by City-Wide seniority.
13. There will be two (2) rounds of bidding, PRIMARY and SECONDARY. Any vacation slots still vacant after the PRIMARY round of bidding shall be considered non-choice, and shall be available for bid during the SECONDARY round of bidding.
14. During the PRIMARY round of bidding, career carriers will be granted all accrued Leave to their credit, including leave to be earned during the current year. Career Carriers can bid all their leave during the Primary bidding, provided they bid no more than three (3) weeks during the Choice Period (or, in the case of carriers who earn thirteen [13] days of annual leave per year, two [2] weeks during the Choice Period).
15. Career Carriers, during the PRIMARY round of bidding, may bid Annual Leave in the Choice Period, pursuant to Article 10, Section 3-D-1 and 3-D-2 of the National Agreement. 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.

16. During the SECONDARY round of bidding career carriers shall be entitled to bid any remaining annual leave which they have or will have credited to them, and subject to the limitations cited in this Article.
17. Bidding for Annual Leave shall be during the month of December.
18. 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.
19. *Career* Carriers may bid by proxy through their Steward, if certified in writing by the bidding carrier. When the preceding occurs, it shall be required that when the *Career* Carrier returns to duty, he/she shall give written confirmation to his/her supervisor of his/her selection.
20. During both rounds of bidding, the Employer shall call the Career Carriers in seniority order, beginning with the #1 senior career carrier at each station/section to view the Vacation Chart. The Vacation Chart shall show all vacation slots still available for bid. After review, the Career Carrier shall sign his/her name on the Chart for those periods desired.
21. The Employer shall give a copy of same to the Career Carrier (if requested), indicating his/her approved vacation periods.
22. During the Primary and Secondary Rounds of Bidding, career carriers shall be granted all leave requested and available on the Leave Chart (provided that their projected leave accumulation will be sufficient), subject to any restrictions enumerated elsewhere in this Article.
23. 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 he/she later makes her/his wishes known. In that instance, bids shall only be for available periods still remaining.
24. After the PRIMARY round of bidding the SECONDARY round shall be conducted according to the same sign-up procedures.
25. After both rounds of bidding are completed the Employer will furnish the Local Union Steward with a copy of the approved, finalized vacation bid results, upon request.

26. Any open full weeks on the vacation chart shall then be granted to Career Carriers upon their request. 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 twenty-four (24) hours of each other, preference will be given the senior career carrier. The Employer shall inform the successful bidder within seven (7) days of their request, but no later than the Wednesday preceding the service week for which the leave is requested.
27. In addition to the above, carriers to include transitional employees may request annual leave in increments of minutes, hours or days and such requests shall not be unreasonably denied.
28. 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.

CANCELED LEAVE

29. 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. Cancellation requests of less than ten (10) days notice may be approved or disapproved by the Employer. All canceled or vacated bids shall be posted as soon as possible.
30. Prior to December 1st of each year, a notice will be posted reminding employees that accumulated annual leave in excess of 440 hours must be used before the start of the new leave year.

ARTICLE 4

HOLIDAYS

1. A "Holiday Desired" sign-up list for those Full-Time Regular Carriers who wish to volunteer to work on a holiday or day designated as a holiday [including those carriers with non-scheduled days off] shall be posted approximately fifteen (15) days prior to the Tuesday preceding the service week in which the holiday or designated holiday falls.

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

1st Selection: Casuals, even if overtime is necessary.

2nd Selection: Part-Time Flexibles, even if overtime is necessary.

3rd Selection: Full-Time Regulars who have volunteered to work on their Holiday, Designated Holiday or Non-Scheduled Day. Selection of the volunteers shall be made on the basis of seniority from amongst those who volunteer.

4th Selection: Transitional employees.

5th Selection: 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.

6th Selection: 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.

7th Selection: Full-Time 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.

8th Selection: Full-Time Regulars who have not volunteered to work on the holiday and whose holiday it is; such employees shall be selected on a juniority basis.

3. Every effort will be made to have a carrier working his/her holiday or day designated as a holiday to work his/her own assignment or route.

4. It is understood that the above shall be administered on an installation-wide 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 Corte Madera 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 in a Self-Addressed Envelope.
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 arise as to whether or not a Carrier has submitted a bid, his/her copy will 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. Management shall post all temporarily vacant full-time duty assignments of anticipated duration of five (5) days or more, on the official bulletin boards
B. Full-time Reserve, Unassigned Regular, and Part-Time Flexible Carriers may indicate their preference for such assignments by use of the official Opt Form. This form is to be submitted by the Carrier(s) no later than 10 a.m. Saturday 10 days before the service week of the OPT.

- C. On the Wednesday preceding week in which the vacancy occurs, the senior carrier who has indicated his/her preference on official opt form shall be awarded the opt. The union shall be furnished with an approved copy of the Opt form if requested.
- D. The above shall not apply where assignments become available after 10 a.m. Saturday but before close of business the Monday preceding the service week in which the vacancy occurs. In such circumstances, Management will post the vacancy. The senior eligible Carrier (i.e. carrier not currently working an OPT which extends into the available assignment period) who submits an official opt form for the vacancy prior to noon Tuesday will be awarded the opt.
- 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.

- 8. [Per authorization, Article 41, section 3-O, National Agreement] --
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.

ARTICLE 7

LIGHT DUTY

- 1. The installation head shall show the utmost consideration for any employee requiring light duty. Giving each request careful attention and will reassign such employees to the maximum extent possible.
- 2. A light duty assignment, is work that is compatible with the ill or injured employees ability to perform and will not further injure or aggravate the problem requiring the light duty assignment.

3. After all efforts to reassign a Carrier within the Carrier Craft have been exhausted, consideration will be given to reassignment to another craft.
4. Light duty assignments that may be made available to carriers include but are not limited to carrier markups, case labels, delivery of parcels, casing mail, collections, router duties, updating forward information, updating carrier route books.

ARTICLE 8

WASH-UP TIME

1. Reasonable Wash-Up time shall be granted.

ARTICLE 9

CURTAILMENT OF POSTAL OPERATIONS

1. After a thorough review of Local Authority declarations when Postal Authorities declare an emergency condition exists which endangers the well being of a Carrier, they shall take prompt action to alleviate such danger. At such times when a Carrier is outside the office and management communications to him/her regarding the emergency which may affect his/her well being cannot be given him/her in a timely manner, it is natural for the Carrier to determine the proper actions to take based upon his/her mature good judgment; when and if such is done, he/she shall communicate with management as soon as possible.

ARTICLE 10

PARKING

1. If employee parking becomes available, parking spaces shall be on a first come, first served basis.