

MEMORANDUM

OF

UNDERSTANDING

between
the

UNITED STATES POSTAL SERVICE

CITY OF

DALY CITY

CALIFORNIA

and

GOLDEN GATE BRANCH # 214

NATIONAL ASSOCIATION OF LETTER CARRIERS

AFL-CIO

representing the

LETTER CARRIERS

of the

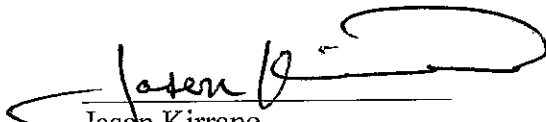
DALY CITY

POST OFFICE


THIS LMOU IS IN EFFECT FOR THE LIFE OF THE 2011 - 2016 AGREEMENT

SIGNED ON 4/19/2013

FOR THE U.S.P.S.


Jason Kirrane
POSTMASTER
Daly City 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 Daly City, 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.

Violations of the terms of this MEMORANDUM OF UNDERSTANDING shall be grievable in accordance with Article 15 of the National Agreement.

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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. Days off for any category of carrier-craft employee not currently represented at the Daly City Post Office will be determined jointly by mutual consent of the Daly City Postmaster and the President of Branch 214, NALC, or their designees.

ARTICLE 2

OVERTIME ASSIGNMENTS

1. It is mutually agreed that the "Overtime Desired List" shall be by section. The entire Daly City Post Office shall comprise a section.

ARTICLE 3

ANNUAL LEAVE

VACATION PERIOD AND NUMBERS OFF

1. The 'Choice Vacation Period' shall begin with the first full week in May [beginning on Monday] and continue for eighteen (18) consecutive weeks total. In addition the week before Easter, Thanksgiving week and Christmas 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. During the choice vacation period as well as the week after Easter and during all full weeks in September, at least 13% of Daly City letter carriers shall be granted annual leave if requested, except Thanksgiving week and Christmas week when at least 12% will be granted annual leave.
4. From the first full week of December through the last full week of March -- excluding Holiday weeks -- at least 10% of the Daly City Letter Carriers shall be granted annual leave if requested. During all Holiday weeks not in the choice period at least 12 % of the Daly City Letter Carriers will be granted annual leave if requested. During all other weeks of the year at least 12% of Daly City letter carriers shall be granted

annual leave, except during the two (2) weeks prior to the November Elections, when 7% of the Letter Carriers will be granted Annual Leave.

5. The base date for determining the above percentages shall be thirty (30) days prior to the beginning of the AL bid process.
6. In applying the percentage rules, any fraction of .36 or more (rounding rule applies), shall mean (1) one additional available vacation slot. Any fraction less than .36 will be discarded
7. Carriers will be granted all accrued leave to their credit, including leave to be earned during the current year.
8. No City Carrier Assistant's (CCA's) name may block a vacation slot on the leave board.

FORMULATION OF ANNUAL LEAVE PROGRAM

9. Annual Leave periods shall begin on Monday and end on Sunday each week.
10. By January 1st of each Convention Year, the Union shall notify the employer of the number of weeks to be reserved (and which weeks) for delegates of the Branch who will be attending the NALC State and/or National Conventions. The names of the delegates shall be furnished to the Employer four (4) weeks in advance of the conventions. These weeks shall be charged to the vacation formula, with the exception of one (1) delegate of the Branch who will not be charged to the vacation formula.
11. 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.
12. The mutual exchange or trading of vacation periods shall not be allowed.
13. Paychecks shall be mailed to Carriers on Annual Leave if they so indicate in writing, provided that they furnish a self addressed stamped envelope.
14. A previously bid vacation period shall not be denied solely because the Carrier has no annual leave balance, unless the Carrier requests to cancel same.

BIDDING PROCEDURE

15. The bidding and awarding of Annual Leave shall be by City-Wide seniority.
16. 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.

17. During the PRIMARY round of bidding, carriers can 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).
18. Carriers, during the PRIMARY round of bidding, may bid Annual Leave only in the Choice Period, pursuant to Article 10, Section 3-D-1 and 3-D-2 of the National Agreement. A 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.
19. During the SECONDARY round of bidding carriers shall be entitled to bid any remaining annual leave which they have or will earn during the current year, and subject to the percentage formula cited in this Article.
20. Thirty (30) days prior to the beginning of the PRIMARY round of bidding, management will post an up to date carrier seniority list.
21. The PRIMARY round of bidding shall begin on the first working Monday after January 1st. After the conclusion of the primary round, the vacation chart shall be posted for ten (10) days prior to the secondary round of bidding. The SECONDARY round will be completed within three weeks of the start of the primary round. Bids will be awarded by seniority.
22. The Employer shall give Carriers at least two (2) days advance notice of when each round of bidding begins, and this will normally be done with a notice attached to each carrier's paycheck.
23. Carriers on their non-scheduled work day or on leave may bid by written proxy. When the preceding occurs, it shall be required that no later than the first day on which the Carrier returns to duty, he/she shall give written confirmation to his/her supervisor of his/her selection, on Form 3971(s). The carrier will then be given an approved copy of the Form(s).
24. Carriers at stations other than the Daly City Main Office shall submit their leave request on bid forms in duplicate. Both forms shall be signed by management and one (1) copy returned to the carrier. When those employees at the stations are reached on the seniority list, their names will be placed on the annual leave chart using the bid forms to determine their selection.
25. During both rounds of bidding, the Employer shall call the Employees in seniority order, beginning with the #1 senior Employee to view the Vacation Chart. After review, the Carrier shall sign his/her name on the chart for those periods desired, and complete Form 3971(s) for all approved weeks.
26. An approved copy of the bid form shall be returned to the employee indicating the vacation periods approved, in both PRIMARY and SECONDARY rounds of bidding.

27. When the schedule has advanced beyond an employee for lack of bidding, that employee will be afforded the opportunity to bid at any time he/she later makes her/his wishes known. Bids shall be for available periods still remaining.
28. 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.
29. Following the conclusion of both rounds of bidding, any open weeks on the vacation chart shall be granted to 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 the same day, preference will be given the senior carrier. The Employer shall inform the successful bidder as soon as possible.
30. Unscheduled annual leave may be granted in increments of hours or days and such requests shall not be unreasonably denied.
31. Special vacation requests, such as a 'once-in-a-lifetime' trip or special vacation plans needing advance planning and monetary deposits, will be granted upon the mutual consent of management and labor, even if it requires an additional carrier off during the selected period or periods.

CANCELED LEAVE

31. Cancellation of scheduled Annual Leave shall be submitted in writing to the immediate supervisor no later than fourteen (14) days in advance of the scheduled leave. The Union shall be promptly notified of all cancellations. Cancellation requests of less than fourteen (14) days notice will be approved or disapproved upon consultation between the Union and the Employer.
32. All canceled or vacated bids for Annual Leave shall be posted for bid every Tuesday by Noon in all units, except for weeks where there are already open periods. Bids shall remain posted till 5 P.M. on Thursday of the same week. Results shall be posted by Friday noon in all units. Leave shall be granted on a seniority basis from amongst those who have submitted bids.
33. There shall be a designated area for posting of canceled or vacated vacation periods on the official bulletin board in each station.

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 in each station/section approximately fifteen (15) days prior to the Tuesday preceding the service week in which the holiday or designated holiday falls.
2. Part-Time Flexibles shall be utilized to the maximum extent possible, followed by scheduling of City Carrier Assistants (CCA's). Following this, Carriers whose names appear on the "Holiday Desired" list shall be utilized, as needed in accordance with the following:
 - A.
 1. 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.
 2. 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.
 3. 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.
 4. 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.
 5. Full-Time Regulars who have not volunteered to work, and who will be working on what would otherwise be their non-scheduled work day, and who do have scheduled Annual Leave beginning the day after the Holiday, selected by juniority.
 6. 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, and who do have scheduled Annual Leave beginning the day after the Holiday, selected by juniority.
 - 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.

ARTICLE 5

REASSIGNMENT

1. For the purposes of reassignment, it is agreed that the Daly City Post Office and its stations and branches shall be known as an installation.
2. Reassignment shall be on an installation-wide basis.
3. When there is a need for reassignment of a "Bid Letter Carrier" or Letter Carriers excess to the needs of a station/section the Local Union President shall be notified prior to effecting the reassignment.

ARTICLE 6

POSTING

1. The notice inviting bids for all Letter Carrier assignments/positions shall be posted on an installation wide basis.
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.
4. In instances where several assignments are posted, a carrier may bid for as many assignments as are posted, stating his/her preferences in the following manner: First Choice --- Second Choice ---etc.
5. Letter carriers shall make their bids in writing on Form 1717 and place them in the bid box. Management shall provide the Bid Form to the Carrier and if the Carrier wants a copy of said form, the carrier will prepare a copy and management will sign the Carrier's copy. 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. 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. The "delivery unit" referred to in this section will be the entire installation.

RESERVE LETTER CARRIERS, UNASSIGNED REGULARS, FULL-TIME FLEXIBLE REGULARS AND PART-TIME FLEXIBLES

- 8.
- A. At each work location management shall post all temporarily vacant Full-Time craft duty assignments of anticipated duration of five (5) days or more, on the official bulletin boards.
 - B. Full-Time Reserve, Unassigned Regular, Full-time Flexible Regular, Part-Time Flexible Carriers and City Carrier Assistants (CCA's) 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. the Tuesday preceding the service week in which the vacancy occurs.
 - C. On the Wednesday 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 if requested, and an additional copy sent to the Local Union office.
 - 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.

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 having a specific bid/OPT assignment, e.g. a route, a Carrier Technician, a Router or a Reserve Carrier, who request light duty shall be assigned to perform those tasks within their regular assignment that do not exceed the physical limitations of their light duty. Further work within the Carrier Craft that does not exceed the carrier's physical limitations may be assigned to the carrier requesting light duty.
- 3. All light duty assignments will be reviewed periodically on their merits by the Postmaster

4. Such assignments, as noted above, shall be for eight (8) hours or less as determined by management.
5. After all efforts to reassign a Carrier within the Carrier Craft have been exhausted, consideration will be given to reassignment to another craft or occupational group within the Daly City Post Office.
6. Light duty assignments may include, but are not limited to, the following: Casing routes; labeling cases; collections; performing services on routes which the ill or injured carrier may be able to perform; normal assignments which may be converted to light duty assignments; router duties; updating markup cards at carrier cases.

ARTICLE 8

WASH-UP TIME

1. Letter Carriers will be allowed reasonable time to leave their assignments in order to wash up prior to lunch and/or end of duty.

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.
2. As soon as possible, the Employer shall notify the Local Union President of its decision and plan of implementation.

ARTICLE 10

PARKING

1. Management agrees to continue the existing parking program at the Main Post Office, 88th & Sullivan Streets. The present open spaces shall continue to be available to all employees on a first arrival basis, with the exception of one space to be reserved for a van pool.

2. Whenever a documented legitimate need for expansion of vanpool parking presents itself, the parties may decide to modify this program. In the event that the need for vanpool parking diminishes, reserved space(s) will revert to first arrival basis.
3. Should at any time restrictive conditions on employee parking be imposed by any outside agency or government body, management will meet with the Branch 214 president or his designee to come to a mutual agreement as to how the existing parking program might be modified to conform to the new requirements. Any required fees charged for parking will be limited to the minimum legally required amount set by any outside agency.
4. There shall be at least one (1) parking space provided at the Main Office for Officers and Stewards of Branch 214, NALC.

ARTICLE 11

LABOR-MANAGEMENT MEETINGS

1.
 - A. Labor-Management Meetings shall be held as needed or requested by either party. Such meetings shall be scheduled within ten (10) days of the request.
 - B. One Representative of the Branch shall represent the Branch in a "no-gain - no-loss" status. Two (2) additional Union Representatives scheduled to work that day, may attend if on "off the clock" status. Additional representatives, scheduled to work that day, may attend with the consent of Management. Any other Union representative whose non-scheduled work day it is may attend.
 - C. Such Local Labor-Management Meetings shall not exceed two (2) hours in length, except by mutual consent of both parties to this agreement.
 - D. Both parties agree that the meeting for the October-December quarter shall be an exception to Item #1, above, and shall be the Christmas meeting called for that purpose after consultation between both parties to this agreement.
 - E. It is further mutually agreed that the foregoing paragraphs will not preclude informal meetings between the office of the Branch to assure immediate, amicable settlement of any misunderstandings which may arise, and in conformity with past practices and "gentlemen's agreements" of long standing. These informal meetings, it is understood, will not in any way conflict with the provisions of the National Agreement.

ARTICLE 12

HIGHER LEVEL ASSIGNMENTS

1. For the purpose of defining "work areas" in this paragraph, the entire Daly City Post Office shall be defined as a single work area for personnel of the Carrier Craft.

ARTICLE 13

USE OF GOVERNMENT SPACE FOR EMPLOYEE FUNCTIONS

1. It is agreed to by both parties to this agreement that where available, with the permission of the Postmaster, and without any interference to the operations of this office, space shall be provided to Branch 214, NALC for regular monthly Union Meetings.
2. In addition to the foregoing, in the event that Branch 214, NALC desires to hold special meetings, training sessions, consultations with employees, tour or station meetings, and for any discussions relative to grievances, preparation of bulletins, etc., the Branch will contact the Postmaster for permission.
3. The NALC Auxiliary has permission to use the training room for their meetings. Advance notice to be given for permission and usage. The Auxiliary membership will not have access to the workroom floor and will not discuss work matters. A copy of the letter of permission from the SCF, signed by Mr. Nash for Mr. C. W. Harper, is on file. Duplicate copies are in the possession of Branch 214, NALC.
4. Local Management shall provide the Union with a table and chair and space for these items and their filing cabinet.