

MEMORANDUM

OF

UNDERSTANDING

between  
the

UNITED STATES POSTAL SERVICE

CITY OF

MILL VALLEY

CALIFORNIA

and

GOLDEN GATE BRANCH # 214

NATIONAL ASSOCIATION OF LETTER CARRIERS

AFL-CIO

representing the

LETTER CARRIERS

of the


MILL VALLEY

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.



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Jose Arana  
Postmaster, Mill Valley

FOR THE N.A.L.C.



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Lili Beaumont  
President, Branch 214

## **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 Mill Valley, 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 workweek of Saturday through Friday.
2. When regularly assigned carriers are requested to work on their non-scheduled work day(s), they shall 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.

## **ARTICLE 2**

### **OVERTIME ASSIGNMENTS**

1. The "Overtime Desired List" [ODL] shall be by installation. The shop steward(s) shall assist management in tracking quarterly overtime desired lists equalization on a weekly basis. Both Management & Shop steward will jointly review the hours of opportunities and shall make notations of any hours of discrepancies.
2. When Form 3996 "Carrier Auxiliary Control" is properly executed the supervisor shall notify the carrier prior to strapping the mail, but no later than (30) thirty minutes after mails is called up (final receipt)\_whether auxiliary assistance or overtime is approved or whether mail shall be curtailed.

## **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, 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 through the last week in January.
3. If requested, at least 14% of the Mill Valley Career Letter Carriers shall be granted Annual Leave during the vacation week before Easter Sunday, and for all weeks which include any part of the months of May through September inclusive. If requested, 12% shall be granted Annual Leave for all weeks which include any part of the months of February through April as well as the weeks that include the following holidays; Columbus Day, Veteran's Day, Thanksgiving, Christmas, and New Years Day. If requested, 10% shall be granted Annual Leave in all remaining periods with the exception of the two weeks proceeding the November Election, when 8% of the Career Letter Carriers shall be granted Annual Leave.
4. In applying the percentage rules, any fraction of .50 or more (rounding rule applies), shall mean one (1) additional available vacation slot.

5. In order to insure a continuing application of the percentage requirement the Employer will review the authorized **career** carrier complement thirty (30) days prior to the beginning of the Annual Leave Process each year. Any increase in complement (Career Carrier Workforce) 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.
  6. The number of transitional employees hired for this office will not be a factor determining complement and percentages outlined under items number.
  7. Transitional employees may request annual leave in units of minutes; hours or days provided such request is submitted on PS Form 3971 on the Monday prior to the week in which the desired leave is requested. Such request shall not be reasonably denied. Management shall notify the affected transitional employee of approval orally as soon as possible, and by the posting of the schedule on Wednesday prior to the service week in which the Annual leave is desired.
  8. 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.

### **FORMULATION OF ANNUAL LEAVE PROGRAM**

9. Annual leave period 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 up to three (3) delegates shall be furnished to the employer four (4) weeks prior to the Conventions. These weeks shall be charged to the vacation formulas, with the exception of one (1) delegate of the Branch who shall be in addition to the vacation formula.
11. 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 every week.
12. The mutual exchange or trading of vacation periods shall not be allowed, unless agreed to by the President of Branch 214 in writing.
13. Paychecks shall be mailed to Carriers on Annual Leave if they so indicated in writing, provided that they furnish a self addressed stamped envelope.

### **BIDDING PROCEDURE**

14. The bidding and awarding of Annual Leave shall be by City-Wide seniority.
15. 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.
16. 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 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 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.
17. During the SECONDARY round of bidding 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 formulas 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 seniority list, in each station/section.
19. The PRIMARY round of bidding shall begin on the first working day after January 10th, and shall be completed before January 20th. The SECONDARY round of bidding shall begin within 48 hours after the conclusion of the PRIMARY round, and be concluded before February 1st. The parties agree that in order to be in compliance with FLSA, all vacation bidding shall be done on the clock, except as provided for elsewhere in this Article.
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 --- whether by Stand-Up Talk, telephone or in writing is immaterial. Carrier(s) out on long term leave will be provided a vacation bid form(s) no later than (10) ten days prior to commencement of the bidding process as numerated in Article 3.
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. 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 Form 3971. The career carrier shall sign the vacation chart and initial the seniority list, and be given an approved copy of Form 3971, if requested.
22. 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 the vacation chart and initial the seniority list.
23. The Employer shall, upon request, provide the Union with a copy of the completed original Vacation Chart which was signed by the career carriers, and a copy of the seniority list initialed by the career carriers.
24. Career Carriers shall be granted all Annual Leave requested and available on the Leave Chart in the Primary and Secondary Rounds of bidding, provided they have a sufficient

projected Annual Leave balance, and 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 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. At this time, bids for periods not available will be taken and filed as a back up slips in case of cancellations. The 3971 must be signed and dated by the supervisor at the time of submission.
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 Steward, or in his/her absence the Local Union President with a copy of the approved, finalized vacation bid results.
28. Following the conclusion of both rounds of bidding, any open weeks on the vacation chart shall be granted to Career Carriers upon their request (subject to the percentage formulas), at each station/section, provided they have a sufficient projected Annual Leave Balance. 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. The Employer shall inform the successful bidder no later than the Wednesday preceding the service week for which the leave is requested.
29. Full vacation weeks not committed (i.e. successfully bid upon) by Monday of the week prior to the week that they are available, shall be made available 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, and shall be on a first-come, first-served basis. The successful applicant shall be notified orally as soon as possible, and by the posting of the schedule in mid-week prior to the service week in which the Annual Leave is desired. Full week bids take preference over individual day(s) bids.

#### **CANCELED LEAVE**

30. 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. If there are no pending Annual Leave Requests on file for the canceled vacation week(s), the vacancy or vacancies shall be indicated on the posted vacation schedule.
31. All canceled or vacated bids for Annual Leave shall be awarded to new bidders 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 to the senior carrier.
32. As soon cancellation occurs, management will notify the next carrier who has submitted a request for that period of time until all requests are exhausted within three (3) days.

33. In reference to Section 27 above, the supervisor and / or the union steward or designee shall remind all carriers with scheduled annual leave, 11 to 14 days prior to the start of their scheduled annual leave.
34. Prior to June 30 all career carriers projected to have over 440 hours of Annual Leave on the books by the end of the current leave year will be notified in writing that accumulated annual leave in excess of 440 hours must be used before the start of the new leave year, and will be notified in writing of the deadline date for using excess annual leave.

## **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 ten (10) days prior to the Tuesday preceding the service week in which the holiday or designated holiday falls.
2. Once casuals and Part-Time Flexibles have been utilized to the maximum extent possible, Carriers shall be utilized, as needed in accordance with the following order of priority:
  - A.
    1. 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.
    2. Transitional Employees
    3. Full -Time Regulars who have volunteered and who will be working on what otherwise would be their non-scheduled work day, selected on the basis of seniority.
    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 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.
    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.
    7. 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.
  - 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.

## **ARTICLE 5**

### **REASSIGNMENT**

1. For purposes of reassignment, it is agreed that the Mill Valley Post Office and its stations and branches shall be known as an installation. Reassignment shall be on an installation-wide basis.
2. 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 shall be notified prior to effecting 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. An established duty assignment shall be considered vacant as of the effective date of a new permanent duty assignment for the vacating incumbent, and shall be posted for bid within fourteen (14) calendar days. The same shall apply to newly created regular assignments or positions.
4. Copies of the notice inviting bids and the results of same shall be furnished to the Local Union.
5. All Carriers that are in a leave status when a vacant assignment/position is posted for bid shall, if requested, be notified by mail to their address of record, unless another mailing address is provided.
6. 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.

7. 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.
8. The senior qualified bidder for a vacant assignment shall be placed in the new assignment within fifteen (15) days of the posting of bid results, except during the month of December when he/she shall be placed in the new assignment by January 10th.
9. Letter Carrier(s) route(s) or Full-Time Assignment(s) shall not be reposted when there is a change in their starting time.
10.
  - A. 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.
  - B. Between bids, if the two primarily effected carriers and the T-6 on the string all agree, Non Scheduled Days may be permanently exchanged.

#### **TEMPORARILY VACANT CRAFT DUTY ASSIGNMENTS**

11.
  - 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, by posting of the weekly schedule on Form 1627, no later than the Saturday prior to the week when the schedule is to be posted.
  - 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 or PS form 1723 for higher level (T6 assignment). This form is to be submitted by the Carrier(s) no later than 5 PM Monday prior to 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, and an additional copy sent to the Local Union.
  - D. Carriers eligible to OPT are those who are not currently working an OPT which extends into the available assignment period.
  - E. In those cases where assignments become available for a duration of five (5) days or more and less than 24 hours notice was given, then management will:
    - 1) Inquire of all RLCs URCs and PTFs who have not opted;
    - 2) Award such assignment to the senior eligible carrier who indicates a preference on the Opting Form.

## 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 on an assignment, or if they are a RLC, URC or a PTF, can be successful OPTers on an assignment if their restrictions permit them to perform the essential functions of the position efficiently.
3. Carriers having a specific bid assignment, 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.
4. Light Duty assignments shall include, but not be limited to the following tasks, whenever said tasks fall within the medical limitations of the individual light duty employee:
  - A. Casing Routes;
  - B. Carrier Markups;
  - C. Collections;
  - D. Case Labels;
  - E. Updating Forward information;
  - F. Updating Route Books;
  - G. Lobby director
  - H. Router duties;
  - I. Express runs;
  - J. Special Delivery;
  - K. Answering phones
5. After all efforts to reassign a Carrier within the carrier craft have been exhausted, consideration may be given to reassignment to another craft or occupational group within the installation.

## ARTICLE 8

### WASH-UP TIME

1. Letter Carriers, who perform dirty work or physically handle toxic materials, will be allowed reasonable wash-up time.

## **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. To the fullest extent possible, the maximum number of parking spaces will be provided for the employees of the Mill Valley Post Office with priority in the following order:
  - A. Postal Vehicles
  - B. Contract Vehicles
  - C. Drive-Out Agreements
  - D. Handicap (1)
  - E. Employee parking on a first-come, first-served basis.

## **ARTICLE 11**

### **LABOR-MANAGEMENT MEETINGS**

1. Either party may schedule Labor-Management Meetings by written notification. This notification will include a list of agenda items to be discussed and must be received by the other party at least 48 hours in advance of the meetings. Items not on the agenda will be discussed only by mutual consent. The requested meeting shall be held within ten (10) calendar days from the receipt of notification.

## **ARTICLE 12**

### **CONSULTATION, ORGANIZATION RIGHTS**

1. The President of Branch 214, or designated representatives, will be consulted on all decisions that effect any member of the City Carrier Craft, relative to changes in regulations, or policy effecting personnel policies, practices and working conditions.
2. Official representatives of Branch 214 shall be afforded prompt, proper and due recognition by all management personnel, for the purpose of carrying out their duties, responsibilities and obligations under the National Agreement and this Local Memorandum.
3. A copy of any Local Policy Changes affecting the City Delivery Carrier Craft, shall be sent to the attention of the President, Branch 214, upon request.
4. Stewards and Supervisors shall cooperate to the fullest extent in furthering the good of the service and the employee's welfare, by keeping employees currently informed of their rights and any change in policy or procedure, by the method of periodic discussions on the work room floor. Employees should be on the clock for the time necessary.
5. The installation head shall meet with appropriate representatives of Branch 214 as needed. Such meetings shall be on the clock.

## **ARTICLE 13**

### **SAFETY AND HEALTH**

1. Unit Supervisors shall hold regular scheduled safety meetings for all drivers on the clock during the time the meeting is scheduled.
2. The Supervisors on duty will be responsible for the cleanliness of workroom floors, drinking fountains, swing rooms and lavatories.
3. Carriers will be responsible for tagging vehicles for defects or repairs. Those items identified as Safety Items shall be scheduled for immediate corrective action.


## **ARTICLE 14**

### **VEHICLE UTILIZATION**

1. Vehicles shall be assigned to the same route each day when possible.
2. Assignment of new vehicles to Letter Carriers will be done after considering the terrain of the route.

## **ARTICLE 15**

### **ROUTE ABOLISHMENT**

-  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.