

MEMORANDUM
OF
UNDERSTANDING

between
the

UNITED STATES POSTAL SERVICE

CITY OF

NOVATO

CALIFORNIA

and

GOLDEN GATE BRANCH # 214

NATIONAL ASSOCIATION OF LETTER CARRIERS

AFL-CIO

representing the

LETTER CARRIERS

of the

NOVATO

POST OFFICE

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

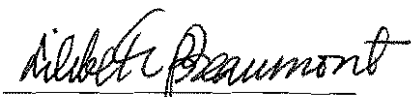
SIGNED ON 10/25/2007

FOR THE U.S.P.S.



Michelle D. Tucker
Officer-in-Charge, Novato

FOR THE N.A.L.C.



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 at NOVATO, 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.

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>SUBJECT</u>	<u>PAGE</u>
*	Preamble	2
*	Table of Contents	3
1	Work Schedules	4
2	Overtime Assignments	4
3	Annual Leave	
	Vacation Periods & Numbers Off	5
	Formulation of AL Program	5 - 6
	Bidding Procedure	6 - 8
	Canceled Leave	8
4	Holiday Schedules	8 - 9
5	Reassignment	9
6	Posting	9 - 10
	<i>Temporary Vacant Assignments</i>	11 - 12
	<i>Miscellaneous Posting</i>	12
7	Assignment Ill & Injured	12
8	Wash-Up Time	13
9	Curtailment of Postal Operations	13
10	Parking	13
11	Schedule for Wearing Uniforms	14
12	Quarterly Management/Labor Meetings	14

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. Regular Parcel Post and Combination Parcel Post Route carriers shall have a fixed work week, having Saturday and Sunday as their fixed non-scheduled days.
3. Temporary changes in scheduled days off shall be posted to the schedule.

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 NOVATO Post Office:

NOVATO MAIN OFFICE

3. When the Overtime Desired List, Part-time Flexible *and Transitional Employee* Letter Carriers have been maximized and overtime work is available at any individual station, the supervisor or Station Manager of that station must call up the other stations and offer the additional work to letter carriers in those other stations who are on the overtime desired list before the assignment of any mandatory overtime, pursuant to Article 8 of the National Agreement.
4. For purposes of equalizing the Overtime Desired List the Overtime worked in another station, pursuant to Article 2, Section 3, of this agreement, shall be credited to the station where the carrier working overtime is permanently assigned.
5. The union and the employer will jointly keep a roster of the amount of overtime worked each day by the carriers on the OTDL. Every effort will be made to update and post the hours biweekly, but at a minimum monthly. A roster showing carriers mandatoried off assignment will be posted where carriers can see it and updated weekly. A copy of each new overtime desired list will be furnished to the steward at the beginning of each quarter.

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 thru the last week in January.
3. If requested, at least 12% of the *career* Letter Carriers shall be granted Annual Leave throughout the vacation Leave Year with the following exceptions; the two weeks before the November Elections when at least 8% of the *career* Letter Carriers shall be granted annual leave; *the weeks in which Thanksgiving and New Years Holidays falls, when at least 13% of career letter carriers shall be granted Annual Leave*; the two weeks prior to the week in which the Christmas Holiday falls, when at least 11% 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. In applying the 13%, 12%, 11%, and 8% rules, any fraction of .36 or more (rounding rule applies), shall mean one (1) additional available vacation slot.

FORMULATION OF ANNUAL LEAVE PROGRAM

5. Annual Leave periods shall begin on Monday and end on Sunday each week.
6. Attendance at National or State Conventions will not be charged to an individual's entitlement to leave during the Choice Period. One carrier in excess of the normal annual leave schedule shall be allowed leave to attend National or State Conventions. Additionally, 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.
7. 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 jointly by the Union and the Employer.
8. The mutual exchange or trading of vacation periods containing a holiday will not be permitted. The mutual exchange of other weeks shall not be allowed unless agreed to by the President of Branch 214 in writing.

9. Paychecks shall be mailed to Carriers on Annual Leave if they so indicated in writing, provided that they furnish a self addressed stamped envelope.
10. Jury duty will not be charged to an individual's or the total group's entitlement to leave during the choice period.
11. A previously bid vacation period shall not be denied solely because the Carrier has no annual leave balance.
12. *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 and 4 above.*

BIDDING PROCEDURE

13. The bidding and awarding of Annual Leave shall be by City-Wide seniority *applicable to career employees only* but within each station/section as enumerated in Article 2 of this Agreement.
14. 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.
15. Carriers, during the PRIMARY round of bidding, shall be granted Annual Leave as follows:
 - A. 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. 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 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.
16. 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 formula cited in this Article.
17. Thirty (30) days prior to the beginning of the PRIMARY round of bidding, management will post an up to date carrier list in each station/section, which shall include each carrier's annual leave category for the upcoming vacation leave year. Additionally, each carrier will be notified in writing of his/her annual leave balance available in the upcoming leave year. A copy will be furnished to the shop steward.
18. The PRIMARY round of bidding shall begin after January 1st, and be completed before January 15th. The SECONDARY round of bidding shall be concluded before February 1st.

19. The Employer shall give each Carrier at least two (2) days advance notice of when it is their turn to bid for their vacation during both rounds of bidding.
20. Carriers on their non-scheduled work day or on leave may, at their option, make their selections by telephone. 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 Carrier returns to duty, he/she shall give written confirmation to his/her supervisor of his/her selection, on the Official Bid Form.
21. During both rounds of bidding, the Employer shall call the Carriers in seniority order, beginning with the #1 senior 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 Carrier shall fill out the Official Bid Form in duplicate and his/her name shall be entered on the appropriate location(s) on the Chart.
22. The Employer shall sign the Bid Form and give a copy of same to the Carrier, indicating his/her approved vacation periods.
23. 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.
24. If a 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.
25. After the PRIMARY round of bidding the SECONDARY round shall be conducted in the same manner.
26. 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.
27. Following the conclusion of both rounds of bidding, any open full weeks on the vacation chart shall be granted to **Career** Carriers upon their request (subject to the percentage formula), at each station/section. 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 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.
28. Wednesday prior to the service week in which the Annual Leave is desired. Full week bids take preference over individual day(s) bids.
29. ***Transitional employees may request annual leave in units of minutes, hours or days provided such request is submitted on PS Form 3971 no later than 10:00 AM the Tuesday prior to the week in which the desired leave is requested or 10:00 AM Monday if the request for annual leave for the service week contains a holiday. Such request shall not be unreasonably denied.***

Management shall notify the affected transitional employee of approval orally as soon as possible, and by the posting of the schedule on the Wednesday prior to the service week in which the Annual Leave is desired. In addition copy of signed PS Form 3971 will be provided.

30. 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

1. 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 upon consultation between the Union and the Employer. All canceled or vacated bids shall be posted. Cancellation of annual leave from vacation week slots that were previously completely filled shall be posted within 24 hours of the cancellation. Such postings shall be for ten (10) days or until annual leave requests are due for the following week (see 3.27), whichever comes first. Bids for these cancellations shall be granted by seniority. All other canceled leave derived from vacation weeks that were previously completely filled will be posted for 24 hours and awarded by seniority.
29. There shall be a designated area for posting of canceled or vacated vacation periods on the official bulletin board.

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 ten (10) days prior to the Tuesday preceding the service week in which the holiday or designated holiday falls.
2. Once Casuals, Part-Time Flexibles and Transitional Employees have been utilized to the maximum extent possible, 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 *before and/or* 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 *before and/or* 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. *In application of the pecking order for numbers 3 and 4 above, Full-Time Regulars who have Annual Leave before an holiday will be excluded from being mandatory contingent on the Novato Post Office meeting the District Transitional Employee complement for job classification number (TES, hired to replace casuals only.)*
 6. 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.
 7. 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.
- B. A carrier working his/her holiday or day designated as a holiday shall be permitted to work his/her own assignment or route provided that they do not displace the utility carrier involuntarily from his regular assignment for that day.
- 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 provided that they do not displace the utility carrier involuntarily from his regular assignment for that day.
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 individual station/section basis, with management making every effort to equalize the amount of mandatory holiday work within each category during the life of the National agreement.
 5. Carriers with Saturday and Sunday off will be assigned a color code for purposes of Holiday mandatory only.

ARTICLE 5

REASSIGNMENT

1. For purposes of reassignment, a station/section shall be defined as enumerated in Article 2 of this agreement.
2. It is agreed that the NOVATO Post Office and its present and future stations and branches shall be known as an installation. It is further agreed that Article 2 of this agreement enumerates the current separate station/sections for reassignment purposes.

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. For these purposes only, within the exception authorized by the National Agreement, Article 41, Section 2, A, 2, the vacating incumbent shall be considered the senior and successful bidder for his/her vacated duty assignment, provided he/she enters a bid on Form 1717 to his immediate supervisor upon his/her vacated duty assignment within *fourteen (14) calendar* days of when the carrier is originally placed in the position (route/assignment). In such a case, the duty assignment rejected by the "retreating" carrier shall be awarded to the next senior bidder within fifteen (15) days of the effective date of the "retreat". A bid to, and a bid to retreat from a route constitutes two (2) successful bids.
4. Copies of the notice inviting bids and the results of same shall be furnished to the Local Union President, upon request.
5. All Carriers that are in a leave status for more than one week during the bid period when a vacant assignment/position is posted for bid shall be notified by mail to their address of record, unless another mailing address is provided, and providing they request so in writing. The bid notice shall reflect the names of the Carriers to whom bid notices have been mailed.
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 obtain the Preferred Bid Assignment Form (PS Form 1717) from their respective supervisor (two copies). Carriers shall make their bids, in writing, on said form.
8. Letter Carriers applying for a vacant assignment shall make a bid on Form 1717 and place this bid form in the locked bid box maintained and so designated by management during the period for which the bid notice is posted. At the closing date and time specified on the bid notice, the bid box will be unlocked and the enclosed bids tabulated on the bid notice in the presence of a Shop Steward or designated Union representative who shall initial the bid notice.
9. The senior qualified bidder for a vacant assignment shall be placed in the new assignment within fifteen (15) days of the closing of bids, except during the month of December when he/she shall be placed in the new assignment by the first work day of the first full pay period in January.

10. Letter Carrier(s) route(s) or Full-Time Assignment(s) shall not be reposted when there is a change in their starting time.

TEMPORARY VACANT ASSIGNMENTS

11.

- A. At each work location (station/section as per Article 2), 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* 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 *or Monday on a holiday week*.
- 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. Both a Steward and a Supervisor will open the Bid Box together. Upon opening said box, a Steward will initial each OPT FORM and be provided with a copy of same, if requested.
- 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 assignments 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 board, 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 detail (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 flexible regulars 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.*
- F. *Carriers who wish to volunteer for such assignments may indicate their preference for such assignments by the use of the OFFICIAL OPT FORM, although the parties recognize that such assignments are higher level assignments and not opts. 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 or Monday on a holiday week.*
- G. *On the Tuesday preceding the service week in which the vacancy occurs, the "senior, qualified, eligible and available" volunteer in the immediate work area for each available assignment who has indicated his/her preference on the OFFICIAL OPT FORM shall be*

furnished with an approved copy of same. Both a Steward and a Supervisor will open the Bid Box together. Upon opening said box, a Steward will initial each OPT FORM and be provided with a copy of same, if requested.

MISCELLANEOUS POSTING

12. Article 41, Section 1, C, 4, of the National Agreement shall apply to T-6 (Carrier Technician, SP 2-261, PS 6) assignments with the sole exception that a T-6 may at his/her option negotiate a set starting time.
13. 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.
14. 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.
15. Between bids, if the two primarily affected carriers and the T-6 on the string all agree, Non-Scheduled Days may be permanently exchanged.

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 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.
3. After all efforts to reassign a Carrier within the carrier craft have been exhausted including but not limited to carrier markups, case labels, express mail, delivering parcels, casing mail, collections, router duties, updating forward information, updating carrier route books, etc. consideration may be given to reassignment to another craft or occupational group within the installation.

ARTICLE 8

WASH-UP TIME

1. Reasonable Wash-Up time shall be granted.

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 and 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 Office 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 off duty, the Employer shall make a reasonable 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 for all carriers.

ARTICLE 11

SCHEDULE FOR WEARING UNIFORMS

1. Items of uniform dress appropriate for the summer or winter season may be worn the entire year.

ARTICLE 12

QUARTERLY MANAGEMENT-LABOR MEETINGS

1. It is agreed that agenda items for discussion at the meetings shall be exchanged by the President of Branch 214 and the Postmaster at least twenty-four (24) hours before the meeting. Items not placed on the agenda shall be discussed only by mutual consent.