

**MEMORANDUM  
OF  
UNDERSTANDING**

between  
the

**UNITED STATES POSTAL SERVICE**

CITY of

**REDWOOD CITY**

CALIFORNIA

and

**GOLDEN GATE BRANCH # 214  
NATIONAL ASSOCIATION OF LETTER CARRIERS  
AFL-CIO**

representing the

**LETTER CARRIERS**

of the


**REDWOOD CITY**

**POST OFFICE**

*This MOU is in effect for the life of the 2006 - 2011 Agreement*

signed on 10/29/2007

**UNITED STATES  
POSTAL SERVICE**  
Redwood City, CA 94063-9998

  
John Silberberg  
Postmaster

**NATIONAL ASSOCIATION  
OF LETTER CARRIERS**  
Golden Gate Branch 214

  
Lili Beaumont  
President

Preamble

**MEMORANDUM OF UNDERSTANDING**

Presently effective is this local memorandum of understanding not inconsistent or in conflict with the **2006 - 2011** National Agreement.

This MEMORANDUM OF UNDERSTANDING, entered into at REDWOOD CITY, California, 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 is pursuant to the Local Implementation Provisions of the current National Agreement.

This MEMORANDUM OF UNDERSTANDING constitutes the entire agreement, including those items which are resolved as per the agreed upon Arbitration Impasse Procedures.

This MEMORANDUM OF UNDERSTANDING shall continue in full force and effect for the duration of the current National Agreement, in accordance with Article 43, section 2 of the current National Agreement.

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	5 - 8
4	Holidays	9
5	Reassignment	9
6	Posting / Opting	9-10
7	Assignment of Ill or Injured	11
8	Wash-Up Time	11
9	Curtailment of Postal Operations	12
10	Parking	12
11	Labor-Management Meetings	12-13
12	Special Meetings (Stand-Up Sessions)	13
13	Bulletin Boards	13
14	Uniforms	14
15	Craft Committees	14
16	Inspection of Personnel Jackets	14
17	Use of Telephones & Copy Machines	14
18	Miscellaneous Items	15

## ARTICLE 1

### WORK SCHEDULES

**1. The establishment of a regular work week or five days with either fixed or rotating days off.** The regular work week shall consist of five (5) days with rotating days off for all carriers on a bid route, unassigned regulars and reserve carriers. Reserve, inter-station carriers and routers shall continue to have a fixed or rotating schedule.

**2.** Changes in scheduled day(s) off and starting time(s) for full-time reserve letter carriers (RLC), full-time flexible carriers (FTF), and part-time flexible carriers (PTF) shall be posted in each station/section on the Wednesday preceding that service week. Management maintains the right to make changes to a PTF's schedule when they deem it necessary (provided that PTF is not on an OPT).

**3. Carrier Technicians (T-6):**

**A.** Carrier Technicians (T-6) must not be involuntarily moved off his/her assignment, except when unforeseen circumstances arise. When a full-time duty assignment regular is called in to work on his/her non-scheduled day, that carrier will not necessarily work his/her own duty assignment.

**B.** Unforeseen circumstances are defined in the National Agreement article 3.F.

**C.** In the event that a casual, flexible or reserve carrier is working on a swing, that person (casual, flexible or reserve carrier) shall be reassigned before the Tech. or T-6.

**4. Reserve Carriers:**

**A.** Unsuccessful bidders and non-bidders will be assigned the remainder of the vacancy assignments on a weekly basis. They will not be involuntarily moved from that assignment.

## ARTICLE 2

### OVERTIME ASSIGNMENTS

**1.** The overtime desired list shall be by section (installation) wide.

**2.** Station supervisors will keep a roster of employees working mandatory overtime. The roster will be posted continuously, where carriers can see it, and will be updated when utilized.

## ARTICLE 3

### ANNUAL LEAVE

#### 1. DURATION OF THE VACATION PERIOD and NUMBERS OFF.

A. The choice vacation period shall be from the beginning of the leave year until the end of the first full week in December.

B. This article simply means that management must not deny any carrier who wishes to use all of his annual leave in a leave year, (example: 15 days, 20 days, or 26 days or more, the carrier shall be able to use all 15, 20, 26 or more days in the same year), if he or she so desires.

C. Vacation must be bid by seniority, citywide. First bid must not be for split weeks. First bid shall be for three (3) or less weeks in accordance with the National Agreement. Second bid for the remainder of vacation periods.

D. It clarifies the meaning of the addition of "choice vacation period" management will not hold the 15 days limit in the choice vacation period, pursuant to the guidelines of Article 3.1.C of this agreement.

E. There shall be 8% of the career carriers (not including those on extended vacations), on annual leave during each week of the choice vacation period with the following exceptions:

#### Exception #1:

From the last week in May through the second week in September, there will be 10.5% of the career carriers allowed annual leave each week of the choice vacation period.

#### Exception #2:

From the third week in September through the first week in December, there will be 7% of the career carriers allowed annual leave each week of the choice vacation period.

#### Exception #3:

From the second week in December through New Year's week, there will be 6% of the career carriers allowed annual leave each week.

#### Exception #4:

During the state convention, there will be three (3) union members allowed off on Thursday, Friday, and Saturday of the state convention week to attend the state convention in addition to the career carriers allowed off that week. It is agreed that every effort will be made by those three union members to change their days off with other employees.

Exception #5:

Union activities in Article 3.2.C refer to (example – including but not limited to training schools, and/or education seminars, etc.). The number let off to attend these activities must be three (3) union representatives and will not exceed two union activities.

F. The base date for determining the numbers of career carriers from the above percentages shall be November 1<sup>st</sup> preceding the annual vacation year. In applying the percentage to the career carrier complement, the rounding rule shall apply. Any fraction of .50 or more shall round to the next higher number; any fraction less than .50 shall be discarded and rounded to the lower number.

G. The number of transitional employees hired for this office will not be a factor in determining complement and percentages as outlined under items number 1. E, Exceptions numbers 1 thru 5.

**2. FORMULATION OF ANNUAL LEAVE PROGRAM.**

A. The leave week during the choice vacation period shall be Monday through Sunday.

B. Jury duty and attendance at state or national conventions will not be charged to the choice vacation period.

C. Attendance at union activities shall not be part of the choice vacation period. This leave will not be in conjunction with the state and national conventions.

D. Employees who fall ill while on bid vacation should be allowed to bid on another open period during the choice vacation period, if there is an open spot on the vacation board. Every effort will be made by the employee to notify management when they become ill while on vacation. Documentation requests will be consistent with the ELM 513.361.

E. Emergency leave shall be granted for serious illness, injury or death in the immediate family. In the event of a controversy, the matter shall be adjudicated by the installation head and local union representative.

**3. ANNUAL LEAVE BIDDING PROCEDURE**

A. Notification of the beginning of the new leave year shall be by posting on the official bulletin board and by letter to the local union head, as per National Agreement.

B. A schedule shall be posted by November 15 announcing the dates that each carrier is scheduled to bid according to their seniority. In addition, a blank

vacation board will also be posted on this same date. For each day of bidding, a maximum of thirty-five (35) carriers will be called into the conference room, two (2) at a time, to place their bids. All bids must be submitted on PS Form 3971.

**C.** Annual leave bidding shall be done on the clock and conducted by a designee of the union and Management to be referred to as the "leave coordinators". Prior to bidding, a management representative and the union designee will meet to determine each employee's annual leave availability for the bidding.

**D.** If an employee is not available to bid for annual leave on his/her scheduled day, it will be that employee's responsibility to submit a proxy on PS Form 3971 to the union designee with at least three (3) choices numbering first choice, second choice, third choice, etc.

**E.** The first round of bidding shall begin on the first Tuesday in December and shall be completed within five (5) days with a maximum of no more than ninety (90) minutes per day. The second round of bidding will begin on the Tuesday immediately following the first round and shall be conducted in the same manner as the first round.

**F.** Official notice of each carrier's approved vacation schedule shall be by posting of the vacation chart on the union bulletin board.

**G.** It is further agreed that not later than the end of the first full week of January, the annual leave board shall be turned over to management for approval of those names shown in the choice period.

**H.** Employees wishing to select available choice vacation periods at a later date shall consult with the union on periods desired. The union shall submit to management, in writing, the name of the employee and period desired. The employee and union representative will sign and date the request.

**I.** Management shall record the name of the employee on management's chart in the available period requested, approve the request and return a copy of the approval to the union representative.

**J.** Annual leave request for incidental leave will be granted or disapproved within 72 hours of the request.

**K.** All properly submitted PS Form 3971s requesting incidental leave will be returned to the carrier indicating approval or disapproval within three (3) days, excluding Sunday and holidays, after submission. Failure to return PS Form 3971 within the required three (3) days, excluding Sunday and holidays will result in automatic approval of the requested leave. (A properly submitted PS Form 3971

is one that a supervisor signs and dates. Signing of the PS Form 3971 at this time will not signify approval).

**L.** Management and the NALC agree to meet on or about November 15 of each year for the duration of the current National Agreement and discuss the number of career, if any, to be off during the non-choice period of the current year.

**M.** Non-choice vacation periods may be posted after consultation with union and management and awarded by seniority.

**N.** Any career employee making a selection outside of the choice period shall submit a PS Form 3971 (REQUEST FOR, OR NOTIFICATION OF ABSENCE) for approval. All leave requests shall be submitted on PS Form 3971

**O.** **Transitional employees may request annual leave in units of minutes, hours or days provided such request is submitted on PS Form 3971 before the Tuesday prior to the week in which the desired leave is requested.**

**P.** **Approval of full weeks of annual leaves for transitional employees will not be counted against the number of careers employees allowed off during any vacation period.**

#### **4. CANCELED LEAVE**

**A.** Approved vacation schedules shall be altered only after consultation with management, union and carrier. Notice of cancellation of vacation must be given to the union and management, two (2) weeks prior to the beginning date of the cancelled period. *Exception: if there are vacant slots in the week, request to cancel can be made as late as the Monday prior to the closing of the opts.* (Exception: union executive board approved emergency situations). Approved cancelled choice vacation periods shall be posted for bid. Vacated or cancelled choice vacation periods shall be awarded to the senior bidder. Non-choice vacation periods may be posted after consultation with union and management and awarded by seniority.

**B.** Vacations shall be cancelled in weekly units only. Cancellation of vacations in less than weekly units shall be considered as cancellation of the entire week, and said week shall be posted for bid. Bids for cancelled vacations will close five (5) days after the cancellation.

**C.** Unfilled vacation periods shall remain open and be awarded on first come, first serve basis. Open weeks will close the close of business on Saturday, one week prior to the beginning of the vacation.



## ARTICLE 4

### HOLIDAYS

After the procedure set down in Article 11 section 6, has been utilized, the method of selecting carriers to work on a holiday or designated holiday shall be selected as follows:

1. Full time regulars which have volunteered to work on the holiday or designated holiday when such day otherwise would be part of their work schedule, shall be selected on the basis of seniority.
2. **Transitional Employees.**
3. Full time regulars who have volunteered and who will be working on what would be their non-scheduled work day, selected on the basis of seniority.
4. All other full time regulars who have not volunteered and are on their holiday or day designated as their holiday, selected by inverse seniority.
5. Full time regulars who have not volunteered and who will be working on what would otherwise be their non-scheduled work day, selected in the inverse order of seniority, on a rotating basis.

## ARTICLE 5

### REASSIGNMENT

1. A section shall be defined as a delivery unit throughout the Redwood City Post Office (installation wide).

## ARTICLE 6

### POSTING / OPTING

#### **1. POSTING PROCEDURE:**

- A. A copy of all notices affecting the carrier craft will be posted.
- B. Bids for vacant carrier assignments in which seniority is a determining factor shall be installation wide.
- C. Letter carrier applying for an assignment will deposit their bids in a locked bid box. This bid box will be provided by management and will be located near the time clock in each installation that has carriers assigned. At the close of bidding period, the bids will be removed by a Supervisor in the presence of an NALC

union official. The union official may make a record of the bids received, after which they will be forwarded to the designated supervisor for the award.

**D.** Instances where several assignments are posted, a letter carrier may bid for as many assignments as are posted, stating his/her preference in the following manner; 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup>, 5<sup>th</sup>, etc.

**E.** Successful bidders for posted vacant assignments shall accept the non-work days that accompany the new assignment.

**F.** Seniority Tie Breaker. Pursuant to Article 41 section 2, sub. sec. #6 and #7.

**G.** No assignment will be re-posted due to any changes mentioned in Article 41, "POSTING", section 1 of the National Agreement. When a carrier assignment territory is changed by over 50%, the incumbent carrier must have the option of retaining either part of changed territory. In the event a change is exactly 50-50, affected senior carrier shall have the option.

**H.** When a letter carrier route or full-time 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 the unit held by letter carriers who are junior to the carrier(s) whose route(s) or fulltime duty assignment(s) was abolished shall be posted for bid in accordance with the posting procedures in this article.

## **2. OPTING PROCEDURE:**

**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 board. Such posting of anticipated vacancies shall be done at least ten (10) days before the service week of the OPT if the vacancy is anticipated at that time.

**B.** Full-time reserved, unassigned regular, full-time flexible and part-time flexible carriers may indicate their preference for such assignments by use of the official OPT form (orange card). This form is to be submitted by the carrier no later than the Monday 10 a.m. preceding the service week in which the vacancy occurs.

**C.** On 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 (orange card) will be notified by the posting of the weekly schedule.

## ARTICLE 7

### **ASSIGNMENT OF ILL OR INJURED**

1. There shall be 1 permanent light duty assignment.
2. The union president or designee and the installation head or designee shall meet to form guidelines for the methods to be used in reversing light duty assignments. These meetings to be held as the need arises.
3. All employees on light duty shall be assigned to duties according to his/her capabilities. Carriers shall notify management of his/her limitations. Employees on light duty assigned to a regular route shall do as much work as possible on his/her own route.
4. Within the carrier craft, light duty assignments shall consist of, but not be limited to, the items listed below:
  - 1) Enter change of addresses on form 3982
  - 2) Labeling cases
  - 3) Casing mail on carrier routes
  - 4) Rewriting carrier route books
  - 5) Casing auxiliary routes
  - 6) Pulling distribution cases
  - 7) Repairing carrier route books
  - 8) Collections
  - 9) Labeling inside of apartment boxes
  - 10) Combine part-time hours for an 8 hour day and 40 hour week when possible at the station level
  - 11) Casing segmentation mail
  - 12) Express Mail Delivery
  - 13) Data input

## ARTICLE 8

### **WASH-UP TIME**

1. **ADDITIONAL OR LONGER WASH-UP PERIODS.** Management realizes that employees sometimes are required to handle mail, normally circulars, that cause an employee to become dirty or ink stained. In the past, management has been cognizant of these conditions and has granted time for wash-up. Management will continue to grant a reasonable wash-up period in the future to employees as conditions warrant.

## ARTICLE 9

### **CURTAILMENT OF POSTAL OPERATIONS**

1. When local emergencies exist, the following guidelines for curtailment or termination of Postal operations will be used:

Full consideration will be given to safety and welfare of all affected employees in any emergency situation.

Determination of the area affected, extent of damage or disaster will be guided by joint consultation between National Association of Letter Carriers and designated Postal Management Officials. Recommendation of local authorities may be taken into consideration.

Emergency instructions will be issued by postal authorities to all affected employees on procedure to be adhered to during the period of emergency.

When an emergency condition is discovered by an employee, the employee will notify, as soon as possible, his supervisor or other postal authority, who will immediately investigate the situation and take action deemed necessary. At such time a carrier is outside the office and management communications to him regarding the emergency which may affect his well being cannot be given him in a timely manner, it is natural for the carrier to determine the proper actions to take based upon mature, good judgement.

## ARTICLE 10

### **PARKING**

#### **1. THE ASSIGNMENT OF EMPLOYEE PARKING SPACES.**

Parking shall be on a first come, first served basis for all craft employees, except for designated handicap parking, when a handicapped employee is assigned to this office, and carriers of the month parking.

## ARTICLE 11

### **LABOR-MANAGEMENT MEETINGS**

1. Labor-management meetings to be held quarterly. Additional meetings may be called as deemed necessary by mutual consent.

2. Branch 214 is entitled to two (2) representatives on the clock of its own choosing at labor management meetings. One additional representative as designated by the union, shall attend the meeting off the clock, on an as needed basis. There will be an exchange of agenda items seven (7) days prior to the meeting.
3. Minutes of these meetings shall be recorded. One (1) copy of these minutes shall be forwarded to the secretary of Branch 214.
4. It is agreed that agenda items for discussion at the meeting shall be exchanged by the president of Branch 214 (or her/his designee) and the Postmaster (or her/his designee) at least 24 hours before the meeting. Items not placed on such agenda shall be discussed only by mutual consent of both parties.

## ARTICLE 12

### **SPECIAL MEETINGS**

1. **STAND-UP SESSIONS.** Stand-up sessions shall be held in each section as often as the need arises and the time permits.
2. Any stand-up talk affecting the office policy or major changes in procedure will be followed with a written order and said written order will be posted in the stand-up book for reference.
3. Matters of importance to be discussed by members of the union shall be referred to supervision by a representative of the union in advance.

## ARTICLE 13

### **BULLETIN BOARDS**

1. Two (2) bulletin boards, enclosed in glass, one (1) on the workroom floor and one (1) in the lunchroom shall be provided by management for each letter carrier station. A lock and two (2) keys will be furnished for the use of the President of Branch 214 and her/his designee.

## **ARTICLE 14**

### **UNIFORMS**

#### **1. SCHEDULE FOR WEARING UNIFORMS.**

Changes in uniform wear shall be made depending on season and temperature conditions, consistent with established regulations.

## **ARTICLE 15**

### **CRAFT COMMITTEES**

#### **1. SOCIAL AND RECREATION COMMITTEE.**

A Social and Recreation Committee shall be established in the Redwood City Post Office.

2. Committee will be responsible for expenditure of funds. Funds will be used solely for the benefit of all employees of the Redwood City Post Office.

## **ARTICLE 16**

### **INSPECTION OF PERSONNEL JACKETS**

1. At reasonable intervals, a letter carrier shall be granted the opportunity, upon timely request, to inspect his or her personnel jacket in the presence of a management representative, provided such inspection occurs off the clock.

## **ARTICLE 17**

### **USE OF TELEPHONES, COPY MACHINES, P.A. SYSTEM**

1. Officers of Branch 214 and/or its stewards shall have the right to the use of the public address system in the Main Post Office or any station for the purpose of making announcements of interest to letter carriers, with consent of management.

2. The Postal Service recognizes that representatives of the NALC should be permitted to use available telephones, faxes, and copy machines. Accordingly, the employer at the local level shall establish a reasonable policy regarding the use of telephones, faxes, and copy machines by authorized union officials and stewards in relation to the administration of the National Agreement. This policy shall be made known to the President of Branch 214.

## ARTICLE 18

### MISCELLANEOUS

#### **1. LOCKERS.**

- A. All employees should be assigned an individual locker.
- B. Vacated lockers shall be assigned to the senior employee not assigned a locker as soon as possible.
- C. Employees will have the responsibility of returning individual locker keys, if issued, to the personnel office upon relinquishing the locker.

#### **2. ASSIGNMENT OF VEHICLES.**

The employer will make a reasonable effort to assign the same vehicle to the same full-time route each day, if operational requirements permit. Management may interchange vehicles to equalize mileage and to reflect the mail volume for the various routes.

#### **3. CLEANLINESS OF VEHICLES.**

It is the employer's intent that vehicles be maintained in an acceptable state of cleanliness, including periodic washes.

#### **4. SUPPLEMENTAL SENIORITY AGREEMENT.**

An updated seniority list will be maintained and posted showing anniversary dates.