

MEMORANDUM

OF

UNDERSTANDING

between

the

UNITED STATES POSTAL SERVICE

CITY OF

SAN ANSELMO

CALIFORNIA

and

GOLDEN GATE BRANCH # 214

NATIONAL ASSOCIATION OF LETTER CARRIERS

AFL-CIO

representing the

LETTER CARRIERS

of the

SAN ANSELMO

POST OFFICE

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

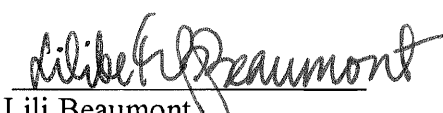
SIGNED ON 10/25/2007

FOR THE U.S.P.S.



Makhan S. Mahal
Postmaster
San Anselmo

FOR THE N.A.L.C.



Lili Beaumont
President, Branch 214
National Assn. 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 San Anselmo, 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. All regular carrier assignments shall be on a rotating day off basis.

ARTICLE 2

OVERTIME ASSIGNMENTS, ROSTERS AND NOTIFICATION

1. Overtime desired lists shall be by section as defined in Article 5.
2. Station supervisors will keep a roster of employees working overtime and the amount of overtime worked per day. The roster will also show the mandatory overtime worked by eight (8) hour list carriers and by work assignment overtime carriers off their assignment, where carriers can see it, and will be updated weekly. A copy of each new overtime desired list will be furnished to the steward.
- 3 ***The T-6 will work his/her duty assignment as posted. A regular called in to work on a non-scheduled day cannot bump the T-6 from his/her scheduled duty assignment.***

ARTICLE 3

ANNUAL LEAVE

VACATION PERIOD AND NUMBERS OFF

1. The duration of the choice vacation period shall be from May 1st to September 30th, President's week in February, plus the week preceding and the week after Easter Sunday, Thanksgiving week, ***Christmas week and the week after Christmas..***
2. The new Leave Year date will be posted on the employee bulletin board by December 1st of each year.
3. The leave year shall begin on the first Monday in February and end on the last week prior to the first Monday in February of the next year.
4. If requested, at least 11.5% of the ***career*** carriers at this installation will be granted Annual Leave ***throughout the vacation Leave Year with the following exception; the third full weeks of May, June, July and August when at least 14% of career letter carriers shall be granted Annual Leave.***
5. In applying the 11.5% ***and 14%*** requirement rule, any fraction of .5 or more (rounding rule applies) will mean one additional carrier. Any fraction less than .5 will be discarded, except that at least one carrier in this delivery unit will be granted leave each week when 10 or less carriers are permanently assigned.
6. In order to insure a continuing application of the above cited percentage requirements, during the course of the vacation leave year the employer will review the ***career*** complement on May 1st and September 1st each year. Any increase or decrease in ***career*** complement may change annual leave spaces available. Changes

will be made immediately. The employer based on this provision cannot cancel any previously approved leave.

7. After completion of the first round of bidding any time remaining on the leave chart will be considered non-choice.
8. ***The number of transitional employees hired for this office will not be a factor in determining complement and percentages as outlined under items numbers 4, 5 and 6 above.***

FORMULATION OF ANNUAL LEAVE PROGRAM

1. A carrier's vacation will normally start on Monday. The application of this subsection, as reflected by past practice, shall remain in effect.
2. Jury duty shall not be charged against an employee's vacation schedule, choice or otherwise.
3. Jury duty time will be granted over and above the full quota of carriers off for choice and non-choice leave.
4. One carrier shall be allowed off, in addition to the full quota permitted off, for attendance to Union conventions or schools. Such leave will not be charged against carriers' vacation schedule. There is a five-day limit for attendance to schools, training, or seminars per year. Any request over the (5) five day limit will not be unreasonably denied.
5. Leave approved for Union activities shall not be charged to the choice vacation periods.
6. Military leave shall be granted a carrier(s) in addition to his/her previously scheduled vacations. Military leave will be applied for as far in advance as possible. Military leave shall not be charged to an employee's choice vacation time.
7. Once-in-a life-time, opportunities such as, but not limited to, lotteries, paid vacations, etc. shall be granted an employee over and above those other carriers scheduled for leave.
8. Exchanging of approved annual leave bids will be permitted only upon concurrence of the Postmaster and the Branch President or his/her designee.

BIDDING PROCEDURE

1. Management shall, ***jointly with the union***, before Christmas each year, post a chart in the lunchroom showing
 - a). Each ***career*** employee's name and date to bid
 - b). Divide leave year into weeks and ***label each week with a corresponding number to identify each leave week. Each week will have spaces*** to show full and open weeks.
 - c). ***An up to date carrier list, which shall include each carrier's annual leave category for the upcoming vacation leave year.***
2. Seniority shall prevail throughout the first and second rounds of bidding.

3. The first round of bidding shall begin on the first workday in January. The second round of bidding shall begin *two (2) days* after completion of the first round of bidding.
4. *The Employer, jointly with the union 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.*
5. *During both rounds of bidding, the Employer, jointly with the union 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.*
6. *The Employer shall sign the Official Bid Form and give a copy of same to the Carrier, indicating his/her approved vacation periods.*
7. *Carriers on their non-scheduled workday or on leave may, at their option, makes 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.*
8. *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.*
9. *Carriers, during the first 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.*
10. During the second round of bidding a carrier may submit as many vacation bids as desired for any open time on the leave chart for any remaining annual leave which they have, or will earn prior to select periods.

11. A. Any remaining open full weeks on the vacation chart shall be granted to carriers upon their request, provided the requesting carrier has sufficient projected annual leave balance. 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 one (1) day of each other, preference will be given the senior carrier. The employer, *jointly with the union* shall inform the successful bidder as soon as possible, but no later than 48 hours, beginning with 6:00 PM of the date of the request as submitted to a supervisor on a form 3971.
- B. 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 earlier than ten (10) days nor later than the Tuesday prior to the service week in which the Annual Leave is desired. ***In the event that a holiday falls within the subsequent service week, such request shall be submitted no later than the Monday prior to the service week.*** In case multiple bids are received, the senior applicant shall be awarded the day(s). The successful applicant shall be notified 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. Full week bids take preference over individual day(s) bids.
12. In addition to the above, carriers may request annual leave in increments of minutes, hours or days. Such request shall not be unreasonably denied. Such request for annual leave will be responded to as soon as possible, but no later than 48 hours, beginning with 6:00 PM of the date of the request as submitted to a supervisor on a form 3971.
- 13. Transitional Employees may request annual leave in increments of minutes, hours or days, provided such request is submitted by submission of PS Form 3971 on the Monday prior to posting of the schedule. Such request for annual leave will be responded to as soon as possible, but no later than 48 hours, beginning with 6:00 PM of the date of the request as submitted to a supervisor on a PS Form 3971.***
- 14. 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 must be done in writing no later than (10) ten days prior to the scheduled leave. Management will post canceled or vacant leave on the same day as it becomes available. The posting will be for (4) four calendar days, including the day of the posting.

ARTICLE 4

HOLIDAYS

1. In establishing and posting schedules for holidays and days designated as holidays the following priorities must be followed:

1. Once Casuals, Part-Time Flexible 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) Full-time regulars who have volunteered and who will be working on what would otherwise be their non-scheduled workday, selected on the basis of seniority.
- b) Full-time regulars who have volunteered to work on the holiday or designated holiday when such day otherwise would be part of their work schedule, selected on the basis of seniority.
- c) Full-time regulars who have not volunteered to work, and who will be working on what would otherwise be their non-scheduled workday, selected on the inverse order of seniority.
- d) 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 on the inverse order of seniority.

Carriers shall be selected to work in accordance with the priorities (c) and (d) above by inverse seniority on a rotating basis.

ARTICLE 5

REASSIGNMENT

The entire San Anselmo Post Office including carriers of Fairfax and San Anselmo shall comprise the single section of San Anselmo

ARTICLE 6

POSTING

1. A route shall not go up for bid because of a change of sixty (60) minutes or more in a reporting time.
2. Notices inviting bids shall be posted on an installation wide basis.
3. Bids may be submitted on PS form 1717.
4. All bids vacancies shall be posted.
5. Employees shall not be notified by certified mail at current mailing address of bid solicitation if employee is absent from work for the entire time bid is posted.
6. A steward or other union representative shall be present when bids are opened.

OPTING

7. A. Management shall post all temporarily vacant full-time duty assignments of anticipated duration of five (5) days or more. Such posting of anticipated vacancies shall be done at least ten (10) days before the week of the opt if the vacancy is anticipated at the time. If the vacancy occurs after the posting date, it shall be posted immediately. Reserve, unassigned regulars and part-time flexible carriers may indicate their preferences for such assignment on PS form 1717. This shall be done no later than Tuesday before the week in which the vacancy begins. On the Wednesday preceding the week in which the vacancy occurs, the senior carrier for each available assignment who has indicated his/her preference on the PS Form 1717 shall be furnished with an approved copy of same. The results of such opting will be posted on the official bulletin board.
B. In those cases where assignments become available for duration of five (5) days or more and less than 24 hours notice was given, then management will:
 - 1). Inquire of all RLCs or ULCs and PTFs who have not OPTED.
 - 2). Award such assignments to the senior eligible carrier who indicates a preference on the PS Form 1717.

ARTICLE 7

ASSIGNMENT OF ILL AND 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.
4. When it is not possible to assign a light duty employee to suitable duties in accordance with Article 13 of the National Agreement, the Installation head or designee shall discuss the matter with the Union Shop Steward and the concerned employee.
5. Upon request, limitations caused by pregnancy shall be accepted for light duty assignment.

ARTICLE 8

WASH-UP TIMES

1. Carriers shall be granted reasonable wash-up time over and above the five minutes personal needs allowed on PS Form 1838 if needed.
2. During the period of route count and inspection, carriers shall be granted reasonable wash-up time over and above the five minutes personal needs allowed on PS Form 1838 if needed.

ARTICLE 9

CURTAILMENT OF POSTAL OPERATIONS

1. No letter carrier shall be required to attempt mail delivery or collection where reasonable evidence exists that doing so will endanger his/her safety.
2. Management shall comply with all requests by local (City and County), State and Federal personnel in regards to any emergency that may endanger the life or limb of the people in the affected area.
3. It is recognized by both parties that on occasion emergency conditions may exist which would encourage the employer to consider the curtailment of mail.

ARTICLE 10

PARKING

1. The employer shall provide parking spaces exclusively for employee private parking on a first-come-first-serve basis. This includes all spaces in both parking lots (except those reserved by businesses sharing the building, those reserved for postal vehicles and three management spaces).
2. If the need arises, carriers may park their private vehicles behind their postal vehicles.
3. Employees may park bicycles indoors in the locker rooms.
4. The employer shall have authority during the Christmas season to reserve some additional employee parking spaces for customer use.

ARTICLE 11

SAFETY AND HEALTH

1. It is the employer's intent that vehicles be maintained in an acceptable state of cleanliness, including bi-weekly washes. Exceptions may be made during inclement weather.

ARTICLE 12

UNIFORMS

1. A carrier, at his/her option, may wear summer dress at any time of the year.