

MEMORANDUM

OF

UNDERSTANDING

between
the

UNITED STATES POSTAL SERVICE

CITY OF

SAN LEANDRO

CALIFORNIA

and

GOLDEN GATE BRANCH # 214

NATIONAL ASSOCIATION OF LETTER CARRIERS

AFL-CIO

representing the

LETTER CARRIERS

of the

SAN LEANDRO

POST OFFICE

THIS MOU IS IN EFFECT FOR THE LIFE OF THE 2006 - 20011 AGREEMENT

SIGNED ON 11-09-07

FOR THE U.S.P.S.



Evelina Ramirez
Postmaster
San Leandro Post Office

FOR THE N.A.L.C.



Lili Beaumont
President, Branch 214
National Assn. Of Letter Carriers

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING is entered into at San Leandro, California, between the representatives of the United States Postal Service, and the designated representatives of Golden Gate Branch 214, the National Association of Letter Carriers, AFL-CIO, 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	5
	Vacation Periods & Numbers off	5
	Formulation of AL Program	6
	Bidding Procedure	7 & 8
	Canceled Leave	8
4	Holiday Schedules	9
5	Reassignment	10
6	Posting	10
	Reserve OPTING	10 & 11
7	Assignment Ill & Injured	11 & 12
8	Wash-Up Time	12
9	Curtailment of Postal Operations	12
10	Parking	12
11	Route Abolishment	13

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 inter-station carriers shall have a fixed work week, having Saturday and Sunday as their fixed non-scheduled days.
3. A T-6 will not move other than provided for in the National Agreement, unless the Regular Assigned Letter Carrier is called in. Every attempt will be made to have the assigned Regular work his/her own route by moving the T-6 within his/her own string. If this cannot be done, the Letter Carrier working in an overtime status will be required to work elsewhere.

ARTICLE 2

OVERTIME ASSIGNMENTS

1. "Overtime Desired List(s)" [ODLs] shall be established by section.
2. For purposes of clarification, the following is a list of all sections currently in the San Leandro Post Office:
 - a) SAN LEANDRO MAIN
 - b) SOUTH SAN LEANDRO
3. For purpose of clarification in the areas of overtime, annual leave and reassignment, Estudillo Station is a part of the San Leandro Main.

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-three (23) consecutive weeks total. In addition the week before Easter and Thanksgiving week shall be part of the 'Choice Vacation Period'.
2. The employer shall, no later than November 1st, notify each employee of the beginning date of the new leave year by posting the information on all carrier bulletin boards.
3. If requested, at least 12% of the **career** Letter Carriers in each station/section shall be granted Annual Leave throughout the Choice Vacation period. During the Non-Choice period, at least 9% 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. Exceptions to Section 3, are that during the months of: October – 7% if requested; November – 6% if requested [Thanksgiving Week -- 12% if requested]; December – 6% if requested, in each section shall be granted annual leave.
5. During Christmas Week, if requested, 9% of **career letter carriers** shall be granted Annual Leave.
6. In applying the percentage rules, any fraction of .40 or more (rounding rule applies), shall mean one (1) additional available vacation slot. Any fraction less than .40 will be discarded except that at least one (1) **career** Carrier in each station shall be granted annual leave each week when ten (10) or less employees are assigned to that station/section.
7. For Annual Leave sign up purposes and all other purposes pertaining to this local agreement, South San Leandro Station will be treated as a separate unit from the Main Office. Estudillo Station is considered part of the Main Office Unit. Therefore, Annual Leave sign up will be done separately at each unit.
8. **The number of transitional employees hired for this office will not be a factor in determining complement and percentages as outlined under items number 3, 4, 5 and 6 cited above.**
9. **In the event the transitional employees are no longer in San Leandro, the LMOU will revert back to original percentages in 2001 – 2006 agreement signed on 10-15-02 beginning with the next vacation sign up period.**

FORMULATION OF ANNUAL LEAVE PROGRAM

9. Annual Leave periods shall begin on Monday and end on Sunday each week.
10. Thirty (30) days prior to the beginning of the vacation bid process the Union shall notify the Employer of the number of weeks to be reserved (and which weeks) for up to three (3) delegates, of the Branch, who will be attending the NALC State and/or National Conventions. These weeks shall not be charged to the percentage formula cited elsewhere in this Article. The names of the delegates shall be provided to the employer at least four (4) weeks prior to the Conventions.
11. The Master Leave Chart shall be posted in all stations/sections, which shall be available for review by the Carriers and shall be kept up to date by the Employer.
12. Exchange of vacation periods will be permitted only upon thirty (30) days advance notice to the Postmaster and upon approval of both the Postmaster and the Union President.
13. Paychecks shall be mailed to **all** Carriers on Annual Leave if they so indicated in writing, provided that they furnish a self addressed stamped envelope.
14. Letter Carriers on Jury Duty during any period of their scheduled Annual Leave in the Choice Period, shall be eligible for another available period within the Choice Vacation Period.
15. Any carrier who transfers (bids or is reassigned) to another station/section, as defined in Article 2, shall be granted Annual Leave as previously chosen.
16. Carriers on Military Leave during the Choice Vacation Period, will be permitted to select other available weeks in the Choice Period provided: this does not deprive any other carrier of their first choice for scheduled vacation and the carriers concerned have a sufficient projected annual leave balance to cover the requested leave.
17. Carriers who become ill while on Annual Leave during the Choice Vacation Period, will be permitted to sign-up for additional leave in the Choice Period equal to the amount canceled because of illness, provided there are vacant periods available in the Choice Vacation Weeks, and the carrier has a projected Annual Leave Balance sufficient to cover the requested period(s), and also provide that medical certification is provided for the period in question.
18. A previously scheduled vacation will not be denied solely because the Carrier has no annual leave balance, provided the shortage of leave was caused by the use of Emergency Leave only.

BIDDING PROCEDURE

19. The bidding and awarding of Annual Leave shall be by City-Wide seniority but within each station/section as enumerated in Article 2 of this Agreement.
20. There will be two (2) rounds of bidding, Choice-Period and Non-Choice period. Any vacation slots still vacant after the Choice Periods round of bidding shall be considered non-choice, and shall be available for bid during the non-choice round of bidding.
21. **Career Letter Carriers**, during the Choice 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.
21. During the Non-Choice 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.
22. Thirty (30) days prior to the beginning of the Choice Period round of bidding, management will post an up to date seniority list.
23. The Choice round of bidding shall begin on the first Monday in December and shall be completed before December 15th. The Non-Choice round of bidding shall begin within 48 hours after the conclusion of the Choice round, and be concluded before December 30th. The parties agree that the sign-up will start at 8:00a.m. to 10:30 a.m. on the above mentioned dates.
24. The Employer shall give all **Career** Carriers at least two (2) days advance notice of when it is their turn to bid for their vacation during both rounds of bidding.
25. Carriers not able to be present for their turn during the sign-up day may choose their vacation by proxy, by giving the Union Steward or the Supervisor their completed vacation Bid Form.
26. During both rounds of bidding, the Employer shall call the **Career** Carriers in seniority order, beginning with the #1 senior Carrier at each station/section to view the Master Vacation Chart. The Master Vacation Chart shall show all vacation slots still available for bid. During the sign-up turn the carrier shall present a completed Vacation Bid Form to the officials controlling the sign-up procedures.

27. Once the sign-up is completed, the Union and the Employer will initial the Vacation Bid Form and give it to the carrier. The initialed Vacation Bid Form will be the carriers' proof of their vacation selection.
28. During both rounds of bidding a Carrier, at his/her option, may decline their turn and shall be afforded the opportunity to bid at a later time for any available periods still remaining.
29. After the Choice round of bidding the Non-Choice round shall be conducted in the same manner.
30. 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.
31. Following the conclusion of both rounds of bidding, any requests for a week or more on the Master Leave Chart shall be granted to Carriers upon their request, 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. If two or more requests are received on the same day, seniority shall prevail. 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 Annual Leave is requested.
32. Vacation requests of less than a week, shall be made available in units of one (1), (2), (3) or (4) Annual Leave days. Such requests shall be submitted no earlier than ten (10) days nor later than the Monday prior to the vacation week in which the Annual Leave is desired. 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. There are times when, due to unanticipated circumstances, a Carrier needs time off, even though all openings for the vacation period desired are filled. Under these circumstances a Form 3971, will be submitted. Management will make a decision within a reasonable time of receipt, and such requests will not be unreasonably denied.
33. **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

33. Cancellation of scheduled Annual Leave shall be submitted in writing to the General Supervisor or Station Manager no later than fourteen (14) days in advance of the scheduled leave. The Steward or designee at the appropriate station shall be promptly notified of all cancellations.
34. All canceled or vacated bids for Annual Leave shall be posted for bid every Tuesday by Noon in all station/section(s). The successful bidder notice shall be posted by Friday noon.
35. 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 fifteen (15) days prior to the Wednesday preceding the service week in which the Holiday falls. The list will remain posted for twelve (12) days.
2. The Employer will select employees to work on a Holiday in the following order:
 - A.
 1. Part-Time Flexibles.
 2. Full-Time Regulars who volunteer to work on their non-scheduled work day, by seniority.
 3. Full-Time Regulars who volunteer to work on their holiday or day designated as a holiday, by seniority.
 - 4. Transitional Employees**
 5. Full-Time Regulars who did not volunteer on what would otherwise be their non-scheduled work day, by inverse seniority.
 6. All other non-volunteer Full-Time Regulars, by inverse seniority.
 - B. An employee volunteering to work on his/her holiday or day designated as a holiday shall be permitted to work his/her own assignment or route.
 - C. Thereafter, assignments shall be made from other volunteers in accordance with their city-wide seniority.
3. If, after the posting period, a need develops for additional or replacement Employees, they shall be selected according to the same order as above.
4. It is understood that the above shall be administered on an individual station/section basis, except for 2C above.

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 San Leandro 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.
3. When there is a need for reassignment of Letter Carriers excess to the needs of a station/section, as defined above, the Local Union President shall be notified prior to effecting the reassignment.
4. Where possible, the excess Carrier(s) shall be assigned to a station/section of their choice.

ARTICLE 6

POSTING

1. The Notice inviting bids for all **career** Letter Carrier assignments shall be posted on an installation wide basis.
2. The Notice inviting bids shall be posted on all Official Bulletin Boards for ten (10) days.
3. The Notice of such bids and the results of same shall be furnished to the Local Union.
4. Letter carriers shall make their bids in writing on the designated Preferred Bid Form 1717. Management shall provide the Bid Form to the carrier and if the carrier wants a copy of said form, management will prepare a copy and 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.
5. Letter Carrier(s) route(s) or Full-Time Assignment(s) shall not be reposted when there is a change in their starting time.

RESERVE LETTER CARRIERS

6

- A. At each work location (station/section as per Article 2), management shall post all temporarily vacant Full-Time craft duty assignments (Level 6, Grade 1 & 2) of anticipated duration of five (5) days or more, on the official bulletin boards. Such posting of anticipated vacancies shall be done at least (10) ten days before the service week of the opt if the vacancy is anticipated at that time. If the vacancy occurs after the posting date, it shall be posted immediately.
- 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. This form is to be

submitted by the Carrier(s) no later than the Tuesday preceding the service week in which the vacancy occurs.

- C. On the Wednesday preceding the service week in which the vacancy occurs, the Senior Carrier for each available assignment who has indicated his/her preference on the OFFICIAL OPT FORM shall be furnished with an approved copy of same, and an additional copy sent to the Local Union office.
- D. The above shall not apply where assignments become available upon less than twenty-four (24) hours notice. In such circumstances, Management shall inquire of the eligible Carriers (i.e. carriers not currently working an OPT which extends into the available assignment period) and award the assignment to the senior Carrier who indicates a preference, by utilizing the OFFICIAL OPT FORM as in Section 'C' above.
- E. Temporarily vacant higher level duty craft assignments of 5 days or more are open to any carrier who meets the qualifications, and indicates his/her preference on the opt form. The senior qualified, eligible, available carrier in the immediate work area will be awarded the assignment in accordance with Article 25.4 of the National Agreement.

ARTICLE 7

ASSIGNMENT OF ILL OR INJURED

1. Light Duty Assignments

- A. Casing Routes.
- B. Labeling Cases.
- C. Collections.
- D. Performing services on routes which the ill or injured employee may be able to perform.
- E. Normal duties which the ill or injured employee may be able to perform.
- F. Express mail
- G. Normal assignments which may be converted to light duty assignments.
- H. Router duties.
- I. Answering the telephone and updating Carrier flash cards.

2. Permanent Light Duty Assignments. There shall be one (1) permanent light duty assignment in the San Leandro Post Office. At appropriate intervals, the Employer can request satisfactory medical evidence that will substantiate the continued incapacitation that prevents the employee from performing the full duties of the position.

3. Additional Light Duty Assignments. Nothing in Sections 1 and 2 above, shall prevent the filling of additional light duty assignments of temporary nature, whenever ways and means can be determined by the parties to make adjustments in normal assignments to convert them to light duty assignments without seriously affecting the efficiency of the assignment.

4. Method of Reserving Light Duty Assignments. The Method of reserving light duty assignments, will be done pursuant to Article XIII of the National Agreement.

ARTICLE 8

WASH-UP TIME

1. Letter Carriers will be allowed reasonable time to wash-up.

ARTICLE 9

CURTAILMENT OF POSTAL OPERATIONS

1. After a thorough review of Local Authority declarations when Postal Authorities declare an emergency condition exists which endangers the well being of a Carrier, they shall take prompt action to alleviate such danger. At such times when a Carrier is outside the office and management communications to him/her regarding the emergency which may affect his/her well being cannot be given him/her in a timely manner, it is natural for the Carrier to determine the proper actions to take based upon his/her mature good judgment; when and if such is done, he/she shall communicate with management as soon as possible.

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. There shall be at least one (1) parking spaces provided at each unit for Officers of Branch 214, NALC, while on Union Business.
3. If additional parking spaces become available, they will also be allocated as per Section 1, of this Article.
4. 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.
5. If conflicts arise in Parking for Official Post Office Vehicles and customer vehicles, the Postmaster will appoint a joint committee of an equal number of management and union representatives to make recommendations to the Postmaster, in order to provide the best solution to the Parking problem.

ARTICLE 11

ROUTE ABOLISHMENT

1. 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. Branch 214 may, on a one-time basis during the life of this agreement, elect to delete this provision from the Local Agreement.