

MEMORANDUM

OF

UNDERSTANDING

between

the

UNITED STATES POSTAL SERVICE

CITY OF

SAUSALITO

CALIFORNIA

and

GOLDEN GATE BRANCH # 214

NATIONAL ASSOCIATION OF LETTER CARRIERS

AFL-CIO

representing the

LETTER CARRIERS

of the

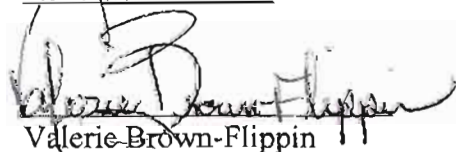
SAUSALITO

POST OFFICE

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

SIGNED ON 11-14-07

FOR THE U.S.P.S.



Valerie Brown-Flippin
Postmaster
Sausalito Post Office

FOR THE N.A.L.C.



Lili Beaumont
President, Branch 214
National Association 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 Sausalito, California, is pursuant to the Local Implementation Provisions of the current National Agreement.

This MEMORANDUM OF UNDERSTANDING constitutes the entire agreement on matters relating to the local conditions of employment.

Violations of the terms of this MEMORANDUM OF UNDERSTANDING shall be grievable in accordance with Article 15 of the National Agreement.

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ARTICLE 1

WORK SCHEDULES

1. Full-time Regular Carriers shall be on a rotating day off basis, with a basic work week of Saturday through Friday.
2. Temporary changes in scheduled days off shall be posted in each station/section on the Wednesday preceding that service week, for all carriers.

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 Sausalito Post Office:

SAUSALITO MAIN OFFICE

3. Except in an emergency, as defined in Article 3F of the National Agreement, when Form 3996 is properly executed and presented by a carrier, the supervisor will notify the carrier within 30 minutes as to whether Auxiliary Assistance or Overtime is approved, or whether mail will be curtailed.

ARTICLE 3

ANNUAL LEAVE VACATION PERIOD AND NUMBERS OFF

1. The 'Choice Vacation Period' shall begin with the first full week in April [beginning on Monday] and continue for twenty-four (24) consecutive weeks total. In addition the week before Easter, Thanksgiving week and Christmas week shall be part of the 'Choice Vacation Period'.
2. The total vacation Leave Year shall be from the first Monday in February thru the last week in January.
3. If requested, at least 13% of the Career Letter Carriers in each station/section shall be granted Annual Leave throughout the vacation Leave Year, except during the two (2) weeks prior to the November Election, and the 2nd, 3rd and 4th weeks of January (defined as the 3 weeks immediately following New Years Day week), when at least 8% 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 percentage rules, any fraction of .50 or more (rounding rule applies), shall mean one (1) additional available vacation slot. Any fraction less than .50 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.
5. In order to insure a continuing application of the percentage requirement, during the course of the vacation leave year the Employer will review the carrier on rolls complement on May 1st and on September 1st each year. Any increase in the on rolls complement (career carrier workforce) shall provide additional vacation slots based on the percentage formulas cited in this Article. Conversely, any decrease may reduce the number of vacation slots available for bid. Any previously approved Leave cannot be cancelled by the Employer based on this provision.
6. 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, 4 and 5 above.

FORMULATION OF ANNUAL LEAVE PROGRAM

7. Annual Leave periods shall begin on Monday and end on Sunday each week.
8. 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 one (1) delegate, 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 name of the delegate shall be provided to the employer at least four (4) weeks prior to the Conventions.
9. 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 by the Employer.
10. Paychecks shall be mailed to Carriers on Annual Leave if they so indicated in writing, provided that they furnish a self addressed stamped envelope.
11. JURY DUTY will not be charged to the Choice Period. In the event a carrier serves as a juror during a period he/she would have otherwise have been on Annual Leave, he/she shall be entitled to another available Choice or non-choice period selection.
12. 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.

13. Carriers on military leave during the choice vacation period will be permitted to select other available weeks in the choice period, provided, first, that this does not deprive any other carrier of their first choice for the scheduled vacation period, and second, that the carrier concerned has a sufficient annual leave balance to cover the requested leave.
14. Carriers who become ill while on annual during the choice vacation period will be permitted to sign-up for additional leave in the choice period equal to the amount cancelled because of illness, provided, first that vacant periods are available in the choice vacation weeks, and second that the carrier has an annual leave balance sufficient to cover the requested periods.
15. Annual Leave or Leave-Without-Pay for union business (excluding State and National Conventions) shall be granted on an as-needed basis.
16. Special vacation requests, such as a 'once-in-a-lifetime' trip or special vacation plans needing advance planning and monetary deposits, will be granted upon the mutual consent of management and labor.

BIDDING PROCEDURE

16. 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.
17. 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.
18. Career Carriers, during the PRIMARY round of bidding, shall be granted Annual Leave as follows:
 - A. Career Carriers who earn thirteen (13) days of annual leave per year shall be granted up to two (2) weeks continuous annual leave during the Choice Period. The number of weeks of annual leave, not to exceed two (2), shall be at the option of the Carrier.
 - B. Career Carriers who earn twenty (20) or twenty-six (26) days of annual leave per year shall be granted up to three (3) weeks of continuous annual leave during the Choice Period. The number of weeks, not to exceed three (3), shall be at the option of the carrier.
 - C. A career carrier at his/her option, may request up to two (2) separate selections during the Choice Period, in units of one (1) or two (2) weeks. The total shall not exceed paragraphs A & B above.
19. During the SECONDARY round of bidding career 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.

20. 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, and will inform each carrier of the following information:
 - A. Each carrier's annual leave category for the upcoming vacation leave year.
 - B. If any carrier's leave category will change during the upcoming vacation leave year.
21. Bidding for the primary round will start no earlier than December 15th. Bidding for the secondary round should be completed no later than the beginning of the second full pay period in January. The parties agree that in order to be in compliance with FLSA, all vacation bidding shall be done on the clock, except as provided for elsewhere in this Article.
22. The Employer, with the assistance of the steward, shall give each Career Carrier at least two (2) days advance notice of when it is their turn to bid for their vacation during both rounds of bidding, if possible.
23. Career Carriers on their non-scheduled work day or on leave may, at their option, make their selections by telephone. Carriers will not be considered 'on the clock' during any such telephonic bid. 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. The carrier will then be given an approved copy of the bid form, and sign the vacation chart.
24. During both rounds of bidding, the Employer shall call the Career Carriers in seniority order, beginning with the #1 senior Career Carrier at each station/section to view the Vacation Chart. The Vacation Chart shall show all vacation slots still available for bid. After review, the Career Carrier shall sign the Vacation Chart for each week bid upon. The Vacation Chart shall stay posted and updated throughout the leave year.
25. Career Carriers shall be granted all Annual Leave requested and available on the Leave Chart, subject to any restrictions enumerated elsewhere in this Article.
26. If a Career Carrier fails to bid during either/or both round(s) of bidding (after being properly notified), that Career 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.
27. After the PRIMARY round of bidding the SECONDARY round shall be conducted in the same manner.
28. After both rounds of bidding are completed the Employer will furnish the Local Union President with a copy of the approved, finalized vacation bid result.

29. Following the conclusion of both rounds of bidding, any open weeks on the vacation chart shall be granted to Career Carriers upon their request (subject to the percentage 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 seven (7) days 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.
- 30.
- A. 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 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.
 - B. A previously bid vacation period shall not be denied solely because the carrier has no Annual Leave balance.
31. In addition to the above, carriers to include transitional employees 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.
32. 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.

CANCELLED LEAVE

33. 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.
34. All cancelled or vacated bids for Annual Leave shall be posted for bid every Tuesday by Noon in the station/section. Bids shall remain posted till 5 P.M. on Thursday the same week. The Results shall be posted for bid by Friday noon in the station/section. The vacated or cancelled period shall be awarded to the senior bidder.

35. There shall be a designated area for posting of cancelled or vacated vacation periods on the official bulletin board.
36. The vacation period(s) of a Carrier detailed to a Supervisory position in excess of four (4) months shall be declared vacant, and shall be posted for bid in accordance with the provisions covering vacated or cancelled leave periods.
37. Prior to December 1st of each year, carriers projected to have over 440 hours of annual leave on the books in the current leave year will be notified by a posting that accumulated annual leave in excess of 440 hours must be used before the start of the new leave year, and of the deadline date for using excess annual leave.

ARTICLE 4

HOLIDAYS

1. A "Holiday Desired" sign-up list for those Full-Time Regular Carriers who wish to volunteer to work on a holiday or day designated as a holiday [including those carriers with non-scheduled days off] shall be posted in each station/section approximately fifteen (15) days prior to the Tuesday preceding the service week in which the holiday or designated holiday falls.
2. Once Casuals and Part-Time Flexibles have been utilized to the maximum extent possible, Carriers 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. Transitional employees.
 4. Full-Time Regulars who have not volunteered to work and do not have scheduled Annual Leave beginning the day after the holiday, and who will be working on what would otherwise be their non-scheduled work day, selected by juniority rotation.
 5. Full-Time Regulars who have not volunteered to work and do not have scheduled Annual Leave beginning the day after the holiday, and who will be working on what would otherwise be their holiday or day designated as their holiday, selected by juniority rotation.
 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 rotation.

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 rotation.
- B. A carrier working his/her holiday or day designated as a holiday shall be permitted to work his/her own assignment or route.
- C. A carrier working his/her non-scheduled work day shall be permitted to work his/her own assignment or route, provided such assignment is available after the application of 'B' above. If this is not possible because of 'B', these carriers will be assigned to vacant assignments or routes based on their seniority.
3. If, after the posting period, a need develops for additional or replacement Carriers, Carriers shall be selected according to the same order as listed above.
4. It is understood that the above shall be administered on an individual station/section basis.

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 Sausalito 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 a "Bid Letter Carrier" or 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 Letter Carrier assignments/positions shall be posted on an installation wide basis.
2. All Full-Time Carrier assignments/positions shall be posted for fourteen (14) calendar days.

3. An established duty assignment shall be considered vacant as of the effective date of a new permanent duty assignment for the vacating incumbent, and shall be posted for bid within fourteen (14) calendar days. The same shall apply to newly created regular assignments or positions.
4. Copies of the notice inviting bids and the results of same shall be furnished to the Local NALC Shop Steward, or in his/her absence, to the Local Union President.
5. All Carriers that are in a leave status 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. The bid notice shall reflect the names of the Carriers to whom bid notices have been mailed. This section shall be considered the written request for notification by all absent employees required by the National Agreement, Article 41, Section 1, B, 1.
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 (PO Form 1717) from their respective supervisor (two copies). Carriers shall make their bids, in writing, on said form.
8. After the carrier has completed the form and handed it to the supervisor, if the carrier wants a copy of said form, the supervisor will sign one copy and immediately return it to the carrier. Should the question ever arise as to whether or not a Carrier has submitted a bid, his/her copy shall suffice as proof of same.
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.
11. 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.
12. Between bids, if the two primarily effected carriers and the T-6 on the string all agree, Non Scheduled Days may be permanently exchanged.

RESERVE LETTER CARRIERS

13.

- 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 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. All T-6 positions 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 boards, 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 details (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, full time flexibles 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. On the Wednesday preceding the service week in which the vacancy occurs, the Senior Carrier who has indicated his/her preference on the sign up sheet for higher level detail shall be awarded the higher level detail, and shall have her / his name appear on the posted schedule as a higher level detail.
- G. The above shall not apply where higher level details become available upon less than twenty-four (24) hours notice. In such circumstances, Management shall announce the vacancy to all of the eligible Carriers and award the assignment to the senior Carrier who indicates a preference.

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/OPT assignment, i.e. a route, a Carrier Technician, a Router or a Reserve Carrier, who request light duty for twenty-eight (28) days or less shall be assigned to perform those tasks within their regular assignment that do not exceed the physical limitations of their light duty. Further work within the Carrier Craft, and subject to the same physical limitations as stated above, shall be assigned to light duty carriers by the station/section manager if work is available. After the twenty-eight (28) calendar days have expired, the Postmaster shall review the light duty assignment in question, and shall extend same if work is still available.
3. After all efforts to reassign a Carrier within the carrier craft have been exhausted (eg. routing curtailed mail etc.) consideration will be given to reassignment to another craft or occupational group within the installation.

ARTICLE 8

WASH-UP TIME

1. Reasonable Wash-Up time will be allowed.

ARTICLE 9

CURTAILMENT OF POSTAL OPERATIONS

1. Upon order by local competent authority, such as but not limited to: law enforcement agencies; fire department; civil defense agencies; or National Guard Officers;, that a specific area is hazardous to the health or safety of individuals, the Installation Head or his/her designee shall take action to instruct Carriers within that area to curtail delivery of mail and return to their station or take other appropriate action, as determined by the employer. Bomb threats will be handled in accordance with publication 159, Contingency Plan, Chapter C, Bombing, Threats and Bomb Scares.
2. Prior to taking action, or as soon as possible, the Employer shall notify the Local Union President of its decision and plan of implementation.

3. In the event that there is a curtailment of Postal Operations to conform to the orders of local authorities, the following shall apply:
 - A. If on duty, Carriers will be notified what action to take.
 - B. If off duty, the Employer shall make every effort to notify Carriers by whatever means of communication is deemed necessary.
4. No carrier shall be required to effect mail collection or delivery where visual evidence indicates that to do so will endanger his/her safety. It is expected that Carriers will exercise reasonable judgement 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. The current parking program for Sausalito Letter Carriers will be maintained.

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, highway, housing projects, all routes and full-time duty assignments at that unit held by letter carriers who are junior to the carrier(s) whose route(s) or full-time duty assignment(s) was abolished shall be posted for bid in accordance with the posting procedures of the National and Local Agreements.