

2006-20010
Local Memorandum of Understanding
United States Postal Service - Trabuco Canyon, California 92678
and
American Postal Workers Union, AFL-CIO—Southwest Coastal Area Local

National Agreement
Article 30

Recognition

PARTIES TO THE AGREEMENT

A. This basic Memorandum of Understanding entered into to supplement the nationally negotiated agreements constitutes an Agreement between the Management of the US Postal Service, Trabuco Canyon, California Post Office (hereinafter referred to as the “Employer”) and American Postal Workers Union, AFL- CIO, Southwest Coastal Area Local (hereinafter called the “Union”) in personnel policies and working conditions.

B. The Memorandum of Understanding covers all craft or occupational group employees of this post office in units established at the local level for which the Union has been recognized as the exclusive bargaining representative.

SECTION 2 - WORK WEEK

All full time regular clerks shall be on a fixed schedule.

SECTION 3 - GUIDELINES FOR THE CURTAILMENT OR TERMINATION OF POSTAL OPERATIONS

A. It is recognized by both parties that on occasion, emergency conditions may exist which would encourage the employer to consider the curtailment of operations. In cases of such emergency conditions, the employer will, prior to making a decision to curtail operations, take into consideration such factors as:

1. The degree of emergency as stated by and acted upon by responsible governmental authorities.
2. The requirements and reactions of its customers to the emergency.
3. The accessibility of postal operations and its customers to the employer and employee.
4. The safety and health of its employees.

B. Prior to taking action to curtail the operations, the employer will notify the union of its decision and plan of implementation.

SECTIONS 4-1 2 - LEAVE

A. Formulation of Leave Program.

1. Annual leave periods shall begin on Monday and end on Sunday each week.
2. By January 1st of each convention year, the union shall notify the employer of the number of weeks to be reserved (and which weeks) for delegates of the local who will be attending the State and National Conventions. The names of the delegates shall be furnished to the employer four (4) weeks in advance of the conventions. Convention leave shall be included in the twelve percent (12%) formula.
3. A leave chart shall be posted in all units readily available for review by the clerks and shall be kept up to date by the employer.
4. The mutual exchange or trading of vacation periods shall not be allowed.

5. Paychecks shall be mailed to clerks on annual leave if they so indicate in writing provided they furnish a self addressed stamped envelope.

B. Vacation Period and Numbers Off.

1. The vacation leave year shall be from the first Monday in February through the last week in January.
2. If requested, at least twelve percent (12%) of the clerks in the installation will be granted annual leave each week. During the period of December 6 to December 25, the employer will attempt to maintain the twelve percent (12%) annual leave rate.
3. In applying the twelve percent (12%) requirement, any fraction of .50 or more (rounding rule applies) will mean one (1) additional employee. Any fraction less than .50 will be discarded except that at least one (1) clerk in the installation will be granted annual leave each week when ten (10) or less clerks are permanently assigned.
4. In order to insure a continuing application of the percentage requirement, during the course of the vacation leave year the employer will review the complement on June 1st and on December 1st. Any increase in complement will provide additional vacation spaces. Conversely, any decrease in complement will decrease the number of vacation spaces available to bid. Failure of either party to raise the issue of complement review within five (5) working days of the review dates shall freeze the number of spaces available for leave and the number of spaces available shall not change until the next review date. Any previously approved annual leave cannot be canceled by the employer based on this provision.

C. Bidding Procedure.

1. The vacation board will be divided into two (2) sections.
 - A. A board for window clerks/window support at Retail-Trabuco Canyon.
 - B. A board for clerks at the Carrier Annex.
 - C. The twelve (12%) formula will be applied to the entire complement.
 - 1) The board for the window clerks will consist of the window positions at the Retail Store and at Trabuco Canyon plus three (3) PTF's that will be used as window relief. Any newly created jobs with window/window relief in their job description will be counted in the window vacation board.
 - a. The three (3) PTF's to be used on the window board will be determined by taking volunteers by seniority. If this fails to fill the complement, qualified PTF's will be slotted by inverse seniority.
 - 2) There will be a minimum of two (2) slots available on each board.
2. The initial bidding for annual leave shall begin on the first working day after December 1st, and shall be completed by the last working day of December. Such bidding shall be on official time, except on the employee's non-scheduled day.
 - 2a. The choice period for bidding begins the first full week of May through the last full week of October, plus the week of Thanksgiving.
3. The employer shall give all employees at least two days advanced notice of when it is their turn to bid for their vacation during the initial bidding, including employees on leave, if possible.
4. Employees on their non-scheduled work day or leave may make their selection by telephone when it is their turn to bid for vacation. When this occurs, it shall be required that on the first day on which the employee returns to duty, he/she shall give written confirmation to his

supervisor of his/her selection of a Form 3971 of leave approved.

5. An approved copy of the Form 3971 shall be returned to the employee indicating the vacation periods covered.
6. There will be two (2) rounds of bidding. During the initial bidding, clerks shall be limited to leave that will be earned during the current year. Annual leave can be chosen in consecutive or non-consecutive weeks. In the case of part-time flexible clerks, earned time is agreed to mean leave credit on pay check prior to the end of the leave requested.
7. During the initial round of bidding, employees may request up to two selections during the choice period in units of five (5) or ten (10) days to a maximum of fifteen (15) days.
8. During the second cycle of bidding, employees will be allowed to sign up for all remaining annual leave they have earned and have left after the first cycle, including carryover leave from previous years, by seniority.
9. After the second cycle bidding is completed, any open weeks on the vacation chart will be granted to employees upon their request (subject to the twelve percent (12%) formula). Such requests shall be no later than the Monday prior to the service week in which annual leave is desired. Requests will be on a first come, first serve basis. However, if two (2) or more applications requesting the same open week(s) or more applications requesting the same open week(s) are submitted on the same day, preference will be given to the senior employee.
10. Vacation weeks that are open before the desired week shall be available for annual leave in units of one (1) day or more on a first come, first served basis. Such requests shall be submitted no later than the Monday prior to the service week in which the annual leave is desired and no earlier than ten (10) days before said Monday. In case of multiple bids on the same day, the senior applicant will be awarded the day(s). Full week bids take preference over single day bids if both are requested on the same day. The successful applicant shall be notified within forty-eight (48) hours. During the posting of canceled leave per D.3, there shall be no approval of incidental leave, for the posted week.

D. Canceled Leave.

1. Cancellation of scheduled annual leave shall be submitted in writing to the immediate supervisor at least two (2) weeks in advance of scheduled leave. The union shall be promptly notified of all cancellations and the union will initial all cancellation notices.
2. Members of the bargaining unit receiving notice of dates for jury duty, or subpoena, that falls during their chosen vacation periods shall be permitted to cancel scheduled leave after two (2) week period requirement provided that notice to serve on jury duty or subpoenas were received after the deadline for cancellation requirements.
3. All canceled or vacated bids for annual leave shall be posted for bid every Tuesday by noon in all units. Bids shall remain posted until 5:00pm on Thursday of the same week. Results shall be posted by Friday noon in all units. Leave shall be granted on a seniority basis from amongst those who have submitted bids.
4. There shall be a designated area for posting of canceled or vacated vacation periods on the official bulletin board.

SECTION 13 - HOLIDAYS

A. The method of selection to work on a holiday or day designated as a holiday shall be as follows:

1. Assign all casuals, even if overtime is necessary.
2. Assign part-time flexibles, even if overtime is necessary.
3. Merge a list of those who would be on their non-scheduled day and those who would be on a

day designated as a holiday. From this list, ask for volunteers to cover required assignments in order of seniority.

4. Employees who did not volunteer to work on their non-scheduled day using inverse seniority.
5. Employees who did not volunteer to work their designated holiday using inverse seniority.

SECTION 14 - OVERTIME DESIRED LIST

The entire installation is considered one (1) section for overtime. The overtime desired list will include as follows:

1. A ten (10) hour list.
2. A twelve (12) hour list.
3. A non-schedule day list.
4. ODL employees who are available and with the necessary skills will be selected in order of their seniority on a rotating basis.
5. Those absent or on leave shall be passed over.
6. Three (3) refusals by an ODL employee shall be cause for removal from the ODL for the remainder of the current quarter. Exceptions if requested by the employee, may be approved by the local management in exceptional cases based on equity (e.g., illness, death in family, etc.).

Per the CBA Article 8 Section 5d:

“If the voluntary “Overtime Desired” list does not provide sufficient qualified people, qualified full-time regular employees not on the list may be required to work overtime on a rotating basis with the first opportunity assigned to the junior employee.”

SECTIONS 15-17 - LIGHT DUTY

A. Light duty assignments are defined as any available work within the installation which the employee is physically able to perform as determined by a licensed doctor or chiropractor.

B. The number of light duty assignments shall be determined by the above.

C. Permanent light duty assignments within the installation shall be determined by consultation and agreement between the parties as the need arises for such an assignment.

D. When two (2) or more employees request light duty, determination shall be as follows:

1. Light duty equally distributed if sufficient work is available.
2. If sufficient work is not available to require more than one (1) hour, light duty available shall be assigned by seniority.

E. To insure that the spirit and intent of this article is complied with, the union shall be notified of all light duty requests.

SECTION 19 - PARKING

On site parking will be provided on a first come, first served basis.

SECTIONS 21-22 - SENIORITY AND POSTING

A. A position shall be declared vacant and posted when the job is changed more than twenty percent (20%).

B. Vacant jobs will be posted for ten (10) days and the successful bidder will be placed into the new assignment no later than fifteen (15) calendar days after the award is made.

- C. The updated seniority roster for each APWU craft will be provided to the union during January.
- D. Bids will be placed in a locked bid box. A shop steward will be present at the opening of the bid box.

This Memorandum of Understanding is entered on **May 1, 2007** between the representatives of the United States Postal Service and the American Postal Workers Union, AFL-CIO, pursuant to the Local Implementation provisions of the **2006-2010** National Agreement.

For the US Postal Service
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For the American Postal Workers Union
Bobby Donelson, President
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