

**2006-2010  
Local Memorandum of Understanding  
United States Postal Service - Westminster, California 92683  
and  
American Postal Workers Union, AFL-CIO—Southwest Coastal Area Local**

**National Agreement  
Article 30  
Recognition**

**PARTIES TO THE AGREEMENT**

In accordance with the provisions of Article 1, National Agreement, the employer recognizes the American Postal Workers Union, Southwest Coastal Area Local, AFL-CIO, as the designated exclusive bargaining representative for all employees in the Clerk, Motor Vehicle and Maintenance bargaining units for which each has been certified and recognized at the national level.

**SECTION 1 - WASH UP TIME**

The Installation Head shall grant reasonable wash up time to those employees who perform dirty work or work with toxic materials.

**SECTION 2 - WORK WEEK**

The established work week for regular employees in the bargaining unit shall be five (5) days with fixed days off.

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

Curtailement or termination of postal operations shall conform to postal regulations. The local union president shall be notified when this occurs. The union president will also be notified if the air conditioning or heater are not working and when there isn't any water available.

**SECTIONS 4-12 - ANNUAL LEAVE**

**A.** Annual leave for all employees covered by the American Postal Workers Union, shall be based on twelve percent (12%) for the entire calendar year by craft, except for the two (2) weeks prior to November elections which will be limited to eight percent (8%). These annual leave percentage rates will apply for the first two (2) rounds of bidding only. During these initial rounds of bidding, annual leave shall be granted by office seniority and by craft. On the first round, employees will be allowed to choose one (1), two (2), or three (3) consecutive weeks of leave. On the second round, employees will be allowed to sign up for all their accrued leave and the selected weeks need not be consecutive. Only one full time window clerk per station will be allowed off at a time. Only one clerk per station will be allowed off at a time. Only one (1) Timekeeper will be allowed off at a time. Only one (1) Bulk Mail Technician will be allowed off at a time. During these first two (2) rounds, all employees will be required to sign up for all accrued leave weeks that would be in excess of the four hundred forty (440) hours of annual leave allowed to be carried over at the end of the leave year.

**B.** The employer and the union will meet on the first Monday after November 1 and will determine the number of employees allowed off each week based on the twelve (12) and eight (8) percent guaranteed minimums. Rounding off will be based on .5 or higher will be rounded to the next highest number and .49 or lower will be dropped. All full week leaves will start on Mondays and be posted on the annual leave board. Copies of the annual leave board shall be located at each station and shall be kept updated.

**C.** After the two (2) initial rounds of annual leave bidding are completed, all remaining leave weeks will be open for occasional leave. This leave will be guaranteed up to eight percent (8%). Occasional leave must be a minimum of eight (8) hours absence to be included in the eight percent (8%) guaranteed time. The eight percent (8%) would include military leave, jury leave, union leave, and extended sick leave. Occasional leave will be granted on a first come, first served basis. Requests for full week occasional leave must be submitted by Monday, two (2) weeks prior to the week requested. Requests for occasional

leave of less than one (1) weeks duration may be submitted no earlier than Monday, two (2) weeks prior to, nor, later than Tuesday, 10:00 AM, of the week prior to the week containing the requested dates of leave. All requests for occasional leave will be submitted on PS Form 3971 and signed by the accepting supervisor with date and time of acceptance noted. The submitting employee will be notified by the return of this form approved or disapproved within forty-eight (48) hours.

**D.** Cancellation of full week(s) of annual leave must be submitted by close of business, Monday, three (3) weeks prior to the week of leave requested. Cancellation of full week leave less than three (3) weeks prior may be accepted for emergency reasons. The union will be notified of this canceled leave. The canceled leave will be made available for occasional leave subject to the eight percent (8%) limitation. Cancellation of annual or occasional leave must be submitted in writing on PS Form 3971 signed by the employee.

### **SECTION 13 - HOLIDAYS**

The method of selection of employees to work on a holiday or a designated holiday will be by:

1. The use of casuals and part-time flexible employees.
2. Qualified volunteers on a seniority basis.

If enough volunteers are not obtained, additional employees will be selected on a reverse seniority basis.

### **SECTION 14 - OVERTIME**

One (1) Overtime Desired List shall be maintained by the employer covering each APWU craft, and for each tour.

### **SECTIONS 15-17 - LIGHT DUTY**

Light duty assignments are defined as any available duties the employee is physically able to perform, authorized by the installation head with guidance from a licensed physician or chiropractor, providing the employee has the necessary skills required.

### **SECTION 18 – REASSIGNMENT**

The sections for reassignment shall be each station and by window section, office workers, and each tour for all others by craft

### **SECTIONS 21-23 - SENIORITY AND POSTING**

**A.** Any change of time exceeding one (1) hour during the life of this Agreement shall cause the assignment to be reposted.

**B.** No position will be reposted if the change in starting time is changed one hour or less. All other changes will be submitted to the union and if mutual agreement can be reached between the Union, Management and Employee, the job will not be reposted. If there is no agreement, then the job will be reposted.

**C.** The Employer shall notify the American Postal Workers Union of any proposed changes in any duties or work assignments of full-time regular employees.

**D.** If the bid of an employee is reposted due to Section A or 6 above, the employee will be awarded the position if he/she submits a bid, Form 1717, card for the reposted position provided he/she has been an incumbent for a minimum of one (1) year.

### **Miscellaneous**

#### **LABOR-MANAGEMENT MEETINGS**

**A.** Labor-Management meetings shall be conducted on a quarterly basis or more often when necessary

and mutually agreed upon.

**B.** Labor-Management meetings shall be limited to one (1) hour, unless an extension is agreed to by both parties.

**C.** Mutual agenda items shall be exchanged by the parties at least forty-eight (48) hours in advanced of these scheduled meetings. Items not placed on such agenda shall be discussed only by mutual consent of the parties.

**D.** Minutes will be provided within five (5) working days.

#### **SAFETY AND HEALTH**

**A.** It is the responsibility of the employer to provide safe working conditions and develop a safe working force. The American Postal Workers Union will cooperate with and assist the employer to live up to this responsibility.

**B.** In the interest of personal safety, the employer shall, at all times, schedule a minimum of two (2) employees to be on the workroom floor during the established operating hours of this Postal Installation.

**C.** The Labor-Management Safety and Health Committee shall continue to function at this Installation. These meetings are to be held Quarterly. The President or his designee will be the APWU representative on the committee.

**D.** Minutes will be provided within five (5) working days.

#### **STAMP STOCK REQUISITIONS**

All stamps and stamped paper shall be delivered personally or registered to the requisitioning clerk. Upon receipt of stamps and stamped paper, the requisitioning clerk shall verify the requisition in the presence of the issuing Finance Officer or a witness.

#### **UNIFORMS**

Clerks who are regularly assigned to serve at a public window less than four (4) hours on a given day, and who are not eligible to receive a uniform allowance, shall be appropriately dressed.

This Memorandum of Understanding is entered on **May 1, 2007**, at Westminster, California 92683, between the representatives of the United States Postal Service and the designated agent of the American Postal Workers Union, AFL-CIO, Southwest Coastal Area Local, Westminster Installation pursuant to the Local Implementation provision of the **2006-2010** National Agreement.

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For the US Postal Service  
Mike Kamaka, Postmaster/OIC  
Westminster, California

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For the American Postal Workers Union  
Bobby Donelson, President  
Southwest Coastal Area Local