

**2006-2010  
Local Memorandum of Understanding  
United States Postal Service - Tustin, California 92780  
and  
American Postal Workers Union, AFL-CIO—Southwest Coastal Area Local**

**National Agreement  
Article 30**

**Recognition**

**PARTIES TO THE AGREEMENT**

- A.** This Agreement is entered into between the Tustin Post Office (hereinafter referred to as the "Employer") and the Tustin Installation of the Southwest Coastal Area Local of the American Postal Workers Union, AFL- CIO (hereinafter referred to as the "Union").
- B.** The Employer (Management) recognizes the Union (APWU) as the exclusive bargaining unit for the clerk, maintenance and special delivery craft employees of the Tustin Post Office.
- C.** In order to develop a sound and constructive relationship between Management and the Union, to advance the well being and morale of the employees, and to increase efficiency, we agree to the following policies and procedures, known as the Memorandum of Understanding.

**SECTION 1- WASH UP**

Bargaining unit employees shall not be denied reasonable wash up time.

**SECTION 2 - WORK WEEK**

The established work week for regular employees in all crafts concerned shall be five (5) days with fixed days off.

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

- A.** The employer, or his designee, will promptly take action to protect the safety and well being of all employees, as local conditions warrant because of emergency conditions.
- B.** The employer will give due consideration to orders of local competent authority. Local competent authority is defined as local officials responsible for community safety, such as but not limited to, police chief, fire chief and director of civil defense.
- C.** Bomb threats will be handled in accordance with Publication 159, "Contingency Plans, Bombing Threats and Bomb Scares".

**SECTIONS 4-12 - LEAVE**

**A.** The formulation of the local bargaining employees annual leave shall be as follows:

- 1. The choice vacation year will begin the first full week in January and continue through the last full week in November and the week between Christmas and New Year's.**
2. The beginning day of an employee's vacation shall be Monday and continue through Sunday. First day of vacation may be changed if mutually agreed to by the employer and employee.

**B.** The bidding for vacation will consist of three rounds:

1. During round 1, employees who earn thirteen (13) days of annual leave per year shall be granted up to ten (10) days of continuous annual leave and employees who earn twenty (20) through twenty-six (26) days of annual leave shall be granted up to fifteen (15) days of continuous annual leave during the first round.

2. During round 2, an employee may request and be granted the remainder of his earned annual leave and will be allowed to split this choice.
3. During round 3, employees may request and be granted the remainder of their accrued annual leave and will be allowed to split their choice.

**C.** Extended leave shall be defined as leave which is in excess of three (3) continuous weeks. Employees may, during the first round of bidding, bid up to six (6) continuous weeks. However, these must be denoted as extended leave and be subject to approval by the Postmaster, and will not be closed to other employees. The approved extended leave will be included in the regular scheduled leave periods. Employees will be notified at the end of round 1 of the approved extended leave.

**D.** Bidding procedures shall be as follows:

1. The bidding period for vacation will commence on November 15 and close on December 15 and be posted no later than December 20.
2. All time remaining open after the conclusion of bidding will be made available on a first come, first serve basis.
3. Any time made available as the result of an employee's termination or retirement will be posted for seven (7) days.
4. Bidding and awarding of annual leave shall be by office wide seniority. An employee will have a maximum of twenty-four (24) hours to make his selection.
5. Bargaining unit employees on approved leave at the time of their vacation selection period shall be notified by the employer of the time that employee may submit his selection for leave providing the employee furnishes sufficient information for his employer to contact him expeditiously and with no abnormal expense to the employer.
6. When the schedule has advanced beyond an employee for lack of signing, that employee will be afforded an opportunity to sign at any time he later makes his wishes known and bids shall be for available periods still remaining.

**E.** Management and Union will meet prior to November 1st each year to determine the number of weeks needed for vacation.

- 1. There will be three (3) distribution or distribution & window clerks off each week during the leave year.**
- 2. There will be one (1) window clerk, office clerk, or bulk mail clerk off each week during the leave year.**
- 3. There will be one (1) employee maintenance employee off each week during the leave year.**

**F.** Any relinquished leave must be turned in by 9:00AM on the Monday prior to the first day of leave to be posted for a minimum of forty-eight (48) hours. Leave may be turned in after this time in an emergency upon mutual agreement of management and union (not to be posted).

**G. Incidental Leave: An Employee who is taking less than a full week of annual should notify management ten (10) days in advance of the leave week. The days the employee wants to relinquish will be posted for 48 hours for bid and awarded based on seniority.**

**H.** Clerks on leave will be required to leave a number where they can be reached if they wish to be notified of leave up for bid. An attempt will be made by management to inform them of relinquished leave.

## **SECTION 13 - HOLIDAYS**

**A.** Schedule qualified employees to work on a holiday in the following order:

1. Part-time flexible employees when this will not require overtime payment.
2. Full-time and part-time regular employees who have volunteered to work on the holiday, from those employees whose schedule includes the holiday, selected by seniority on a rotating basis.
3. Full-time and part-time regular employees who have volunteered to work on the holiday from those employees whose schedule does not include the holiday, selected by seniority on a rotating basis.
4. Part-time flexible employees, even if overtime is necessary.
5. Full-time and part-time regular employees, who have not volunteered to work the holiday, selected by juniority from those employees whose regular schedule includes the holiday.

## **SECTION 14 - OVERTIME**

The overtime desired list shall be installation wide by craft, based wholly on the needed skills without regard to section or tour. One (1) hour of notice for overtime will be given whenever possible.

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

**A.** Both parties to this Memorandum of Understanding realize that it is impossible to select specific types of light duty for every illness and injury. Therefore, each written request for light duty assignments will be evaluated in the light of the nature of the illness or injury and available assignments.

**B.** In the administration of light duty, the following provisions will be applied:

1. No light duty assignment will be established on a "make work basis.
2. Employees requesting light duty must be qualified to perform the duties of the assignment.
3. Every effort will be made to give an employee eight **(8)** hours work where possible.
4. Examples of, but not limited to, the following possible light duty assignments are:
  - a. Mail sorting.
  - b. Normal duties for which the ill or injured employee may be able to perform.

## **SECTION 18 – REASSUGBNEBT/EXCESSING WITHIN AN INSTALLATION**

**Sections will be the same as the annual leave sections.**

## **SECTION 19 - PARKING**

Employees may park in, any unassigned parking spaces available in the employee's parking lot on a first come, first serve basis. The employer shall provide an area in the existing employee parking lot or future site for the use of motorcycles only.

## **SECTIONS 21-22 - SENIORITY AND POSTING**

**A.** Tours-The notice shall remain posted for seven (7) days. The successful bidder must be placed in the new assignment within fourteen (14) days except for the month of December when not inconsistent with the National Agreement.

**B.** Bidding on vacancies shall be in writing and placed in the bid box and such bid shall not be opened until after the required period of posting.

**C. 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.**

**D.** The incumbent may retain the position if he has had the position for a minimum of one (1) year and if he submits a bid for his position with said changes. If he does so, job need not be posted. Management should review changes with the union before implementation.

**E.** The seniority roster for each craft will be reviewed each quarter and if necessary will be updated and posted. This will be done during the months of January, April, July and October.

### **Miscellaneous**

#### **EXCHANGE OF INFORMATION**

In order to reduce misunderstanding, all changes and procedures directed to the entire clerical force or any particular section will be typed and posted and initialed by the individual employees concerned.

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

**A.** When work conditions permit, it is desirable to have at least two (2) members of Management attend these meetings. The craft will have the authorized number of representatives entitled to official time.

**B.** Labor-Management Meetings will be held at least once per quarter upon Union request. Agenda items will be exchanged at least three (3) days prior to meetings. Such meetings will be limited to one (1) hour, except the time may be extended by mutual consent of the parties. Additional meetings may be scheduled, not to exceed one (1) per month, and then only with proper presentation of an agenda and at the discretion of the installation head.

#### **SAFETY AND HEALTH**

**A.** The union will appoint one (1) member to serve on the local Safety and Health Committee for a period of three (3) years.

**B.** The union will appoint one (1) member to serve on the local Welfare Committee for a period of one (1) year.

**C.** The union will notify management prior to January 1st of changes of members for the following year.

This Memorandum of Understanding is entered on **April 11, 2007** at Tustin, California, 92780 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, Tustin Installation pursuant to the Local Implementation provision of the **2006-2010** National Agreement.

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For the US Postal Service  
Lydia Verdin, Postmaster/OIC  
Tustin, California

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

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