

**2006-2010**  
**Local Memorandum of Understanding**  
**United States Postal Service - Norwalk, California 90650**  
**and**  
**American Postal Workers Union, AFL-CIO—Southwest Coastal Area Local**

**National Agreement**  
**Article 30**  
**Recognition**

**PARTIES TO THE AGREEMENT**

**A.** These basic Memoranda of Understanding entered into to supplement the nationally negotiated agreements represents and constitutes an Agreement between the Management of the Norwalk, California Post Office (hereinafter referred to as the “Employer”) and the American Postal Workers Union, AFL-CIO, Southwest Coastal Area Local, Norwalk Installation (hereinafter referred to as the “Union”), on personnel policies and practices and working conditions.

**B.** The Memoranda 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.

**C.** The Memorandum of Understanding has no force and effect with respect to employees in craft units not represented by the Union party to this Agreement.

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

**A.** Upon notice from competent authority, or as emergency conditions occur, as determined by the employer, the employer shall promptly take action to protect the safety and well being of all employees by evacuating Postal facilities, or releasing employees from street duties, as appropriate.

**B.** Local competent authority is defined as local officials responsible for community safety, such as, but not limited to, Police Chief, Fire Chief and the Director of Civil Defense.

**C.** Bomb Incident Evacuation Procedures.

1. The policy of the US Postal Service must be, and is, one of total concern for the safety and lives of those in the building threatened. The safest general procedure would be the evacuation of all or relevant parts of the building.
  - a. Despite this generality, an option not to evacuate may be made when sound, local judgment and experience reflect there is no real threat. When evacuation is necessary, the Fire Drill technique will be used. When evacuated, the building will not be re-occupied until a search has been completed. Re- entry by Postal employees will not be allowed until the suspected item has been removed or otherwise declared safe by the Bomb Disposal Unit.
  - b. Evacuation routes will be contingent on the placement of the suspected item. Supervision will control the evacuation and assure compliance with the evacuation plan.

**SECTIONS 4-12 - LEAVE**

**A.** The choice vacation period for the employee crafts covered by this agreement shall be from the start of the first (1st) full work week in May through the end of the second (2nd) full work week in September.

**B.** Choice period selections: an employee in his/her first sign up shall be permitted to select one (1) choice in the choice vacation period. These weeks must be consecutive. The total time not to exceed the limits in Article 10 of the National Agreement. After all employees have been given an opportunity to select in the choice period, a second round of bidding shall be allowed. During the second round of bidding employees shall be allowed to sign up for the remaining leave that the employee will earn during the leave year and may or may not be consecutive.

**C.** The maximum number of employees allowed on vacation at one time during the choice period will be:

1. Clerk Craft.
  - a. Distribution section-Eighteen percent (18%).
  - b. Support and Special Delivery Craft-One (1).
  - c. Window Section-One (1).
2. Maintenance Craft-One (1).
3. At all other times outside the choice period, excluding December, there shall be a maximum of eight percent (8%) of the employees in the Clerk Craft on vacation, regardless of duty section. Exception shall be: there shall be allowed a maximum of ten percent (10%) off during the week prior to Easter, the week of Thanksgiving, and the week including January 1, regardless of section.
4. Calendar years when Christmas, December 25th falls on Saturday, Sunday or Monday the week following Christmas, December 25th will be posted for bid as a time outside the Choice period with a maximum of eight percent (8%) in Clerk Craft on vacation regardless of the duty section.

**D.** Each employee shall be given a copy of the PS Form 3971 indicating the vacation period reserved for him/her.

**E.** Annual leave applied for outside the choice vacation period will be granted on a first come, first served basis. Seniority will determine approval of applications submitted on the same day. Nothing in this section shall prevent an employee from making a first vacation choice outside the choice vacation period.

**F.** Requests for annual leave that are made before or after the annual sign-up period, for which the starting date falls within the same service week as the date of application, shall be expedited to insure an answer as quickly as possible, but in no case later than forty-eight (48) hours after submission of PS Form 3971. Requests for annual leave with a starting date outside the service week of application shall be answered as soon as possible but no later than three (3) days after submission of PS Form 3971.

**G.** No leave application for time outside the choice vacation period during any calendar year will be approved before November 1 of the preceding calendar year.

**H.** Notices of vacation cancellations must be given ten (10) days in advance of starting date. Vacation cancellations will be posted above the time clock for a three (3) day period. Posting will state clerk section allowed to bid (i.e. Window, Distribution, etc.). Bid will be awarded at close of posting. Bid to be awarded on seniority only.

#### **SECTION 14 - OVERTIME**

The overtime desired list required by Article 8 of the National Agreement shall be installation wide, based wholly on the needed skills, without regard to section or tour.

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

**A.** Light duty assignments are defined as any available work which the employee is physically able to perform, as determined by a licensed physician 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 negotiated between the parties as the need arises for such an assignment.

**D.** Employees must meet job requirements, schedules and standards on any position of assignment while on light duty.

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

**A.** A seniority roster, covering each craft within the jurisdiction of the Union, will be furnished the Union each January, April, July and October.

**B.** When there is a major change in any craft position under the jurisdiction of the American Postal Workers Union, (AFL-CIO), except when the position is being adapted to light duty, the position will be posted for bid.

**C.** Notices of invitations to bid for all crafts under the jurisdiction of the American Postal Workers Union, (AFL- CIO), will remain posted for at least five (**5**)and not more than seven (7) calendar days.

### **Miscellaneous**

#### **LABOR-MANAGEMENT COMMITTEE**

**A.** Labor-Management meetings will be held once each quarter, or more often if mutually agreed to by the parties in this memorandum. Representatives shall be limited to three (3) members from each party. Only one

(1) Union member may attend on official time. Other Union members will be permitted to attend as observers only.

**B.** Any understanding reached at Labor-Management meetings shall be recorded in the minutes of that meeting.

**C.** The minutes of Labor-Management meetings shall be submitted within ten (10) days for review and approval by the Union principal officer or his designee before distribution to the interested parties.

**D.** Agenda items for discussion shall be exchanged by the parties at least two (2) work days prior to the scheduled meeting. Items not placed on the meeting agenda shall be discussed by mutual agreement between the parties.

**E.** Management will be responsible for preparing minutes of Labor-Management meetings and will furnish the Union three (3) copies.

**F.** Labor-Management meetings will be held at the request of either party, when both parties are in agreement as to the time and place. Either party may request a meeting by submitting a written request, including agenda items as outlined in item "D" above.

#### **USE OF PUBLIC ADDRESS SYSTEM**

Officers and stewards of the Union, with the prior approval of management, will be permitted to use the public address system to make brief announcements on the work floor.

This Memorandum of Understanding is entered on **May 1, 2007** at Norwalk, California between the representatives of the United States Postal Service and the American Postal Workers Union pursuant to the Local Implementation Provision of the **2006-2010** National Agreement. This document becomes binding and the provisions of the Memorandum becomes effective on the date indicated above.

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For the US Postal Service  
David Muse, Postmaster/OIC  
Norwalk, California

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