

**2006-2010
Local Memorandum of Understanding
United States Postal Service - San Juan Capistrano, California 92675
and
American Postal Workers Union, AFL-CIO—Southwest Coastal Area Local**

**National Agreement
Article 30
Recognition**

PARTIES TO THE AGREEMENT

- A.** Management recognizes the American Postal Workers Union, Southwest Coastal Area Local, San Juan Capistrano Installation, as the exclusive bargaining unit for all craft members.
- B.** The well being and morale of the employees, the efficient and economical operation of the postal service requires a sound and constructive relationship between management and the local; the parties to this Agreement will participate in the formulation and implementation of policies, practices and procedures.
- C.** Prior to posting and implementation of new positions, management will consult the local regarding assignments and duties made under this provision.
- D.** The parties to this agreement recognize the need for improvement of mail service and to agree to strive for this goal in the most economical and business-like manner, through consultation.
- E.** The local will be informed as soon as possible in advance of implementation in technological (to include scheduling policies), mechanization changes which affect the jobs, area of wages, hours, working conditions and the changes of scheduled reporting times for all employees.

SECTION 1 - WASH UP TIME

Bargaining unit employees shall be granted reasonable wash up time prior to clocking out.

SECTION 2 - WORK WEEK

The regular work week for full time employees shall be five (5) days, with fixed or rotating days off.

SECTION 3 - GUIDELINES FOR 'THE CURTAILMENT 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."
- D.** Any lost time or type of leave necessary to be given will be charged according to existing regulations or special orders that may be given.

SECTIONS 4-12 - ANNUAL LEAVE

A. The vacation leave year for all employees covered by the APWU shall be for the entire calendar year by craft except for the first three (3) weeks of December. The week of Christmas and the week following December 25 will be part of the choice vacation period with the following limitations:

1. Plaza-1 off
2. Window- 2
3. Distribution- 2
4. Maintenance-1 off

B. The choice period shall be from the last full week of May through the first full week in September, plus Thanksgiving week and the week prior to Easter. The percentage of employees off during the choice period shall be fifteen percent (15%) and the percentage off during non-choice period shall be twelve percent (12%). Four percent (4%) of the occasional leave can be eliminated from the leave board if there are employees in other leave situations. The four percent (4%) will apply at the time of the request for occasional leave. A minimum of one (1) will be allowed off.

C. Standard rounding off procedures will be: .49 or less, drop; .5 or more, increase to next higher number.

In order to insure the proper applications of the percentage requirements during the course of the vacation leave year, the employer and the union will review the complement prior to initial bidding; on September 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.

D. Leave sections shall be:

1. Distribution Clerks (Regular and Part-Time Flexible).
2. Support and Window Main Office.
3. Plaza Station.
4. Maintenance.

E. Annual leave weeks will begin on Monday and end Sunday of each week.

F. There shall be three (3) cycles of bidding. In the first cycle of bidding, no employee shall be granted leave during the choice period in excess of the amount indicated below. Awarding of annual leave will be by seniority.

Earning 13 days per year = 10 days
Earning 20 days per year = 15 days
Earning 25 days per year = 15 days

The second cycle of bidding shall be for the remaining leave the employee will earn during the leave year according to seniority.

During the third (3) cycle of bidding employees will be allowed to sign up for all remaining annual leave they have earned and have left after the second cycle, including carryover leave from previous year(s).

After the third (3) cycle is complete remaining vacancies in annual leave (other than canceled leave) shall remain open for application on a first come, first served basis. The installation head will honor all requests for leave during vacant periods provided such requests have been submitted fourteen (14) days in advance of the leave period desired. When more than one employee request is made on the same day, the annual leave will be awarded by seniority.

G. Management shall post and keep up to date a leave chart in each unit under management's control. All vacations will be posted on this chart.

H. The exchange or trading of vacation periods shall not be allowed.

I. Employees desiring their pay checks being sent to them while on leave may do so providing they make their request in writing and enclosing a self-addressed, stamped envelope in any such request.

BIDDING PROCEDURE

A. The bidding and awarding will be based on citywide seniority within each craft.

B. The bidding for annual leave shall begin on the **first** working day in **December** and shall be completed by the last working day of **December**. Bidding time will be on the clock unless an employee is on a scheduled or unscheduled day off. In that event, the employee will be allowed to submit his bid by telephone.

C. Management will furnish a date for each employee to sign up at least two (2) weeks in advance of scheduled sign up.

D. Bargaining unit employees on leave during the sign up period shall be notified by management of the time that the employee may submit his/her bid for leave.

E. Management shall call in each bargaining unit employee on a strict seniority basis to view the vacation chart. The chart shall show all periods not bid upon. After review the employee shall complete a bid form (3971) and his/her name shall be entered on the chart by bid weeks. Employees bidding by telephone, under provisions of Paragraph B, shall complete a Form 3971 upon their return to work.

F. All bids for all vacation time shall be submitted on Form 3971. They shall be submitted in duplicate and the individual's seniority approved copy (the duplicate) shall be returned to the employee indicating the vacation schedule approved for them.

G. When the schedule has advanced beyond an employee for lack of signing, that employee will be afforded an opportunity to sign up any time he/she makes his/her wishes known. Bids, in this instance, will be for available open periods still remaining on the chart and the employees already signed up for periods shall not be bumped by anyone senior to them. Form 3971 will be submitted for late bids.

H. 3971's will be returned within two (2) working days of submission.

CANCELLATION PROCEDURES

A. Cancellation of scheduled annual leave shall be submitted in writing on PS Form 3971 to the immediate supervisor at least two (2) weeks in advance of scheduled leave.

B. Members of the bargaining unit receiving notices of jury duty or receipt of a subpoena, dates of which fall in their selected vacation schedule, shall be allowed to cancel scheduled leave and select another period that is open.

C. Employees who do not have sufficient annual leave time to their credit for periods signed up for shall notify the Postmaster in writing at least two (2) weeks before the period is to begin and that period shall be canceled. Periods canceled under this provision shall be posted for bid immediately and awarded in accordance with item E below. Employees that are less than eight (8) hours short of annual leave required for periods signed up for may be granted leave without pay to make up the balance.

D. All vacated vacations periods shall be posted for bid.

E. All canceled bids for annual leave shall be posted for bid every Tuesday by noon (at all units). Bids shall remain posted until 5:00PM on Thursday on the same week. Results shall be posted by Friday noon (at all units).

F. There shall be a designated area for posting of canceled or vacated vacation periods on the official bulletin board.

G. Daily occasional leave will be granted on a first come, first served basis. Application for individual days can not be submitted more than fourteen (14) days prior to the week in which the individual day or days is requested and not later than Wednesday (Tuesday if a holiday week) of the week prior to the week of the requested leave. 3971's shall be returned within two (2) working days.

SECTION 13 - HOLIDAYS

According to the needs of the service, employees shall be selected to work on a holiday or day designated as a holiday in the following order:

1. All volunteers from the regular work force who have the necessary skills, including those whose holiday it is as well as those not scheduled.
2. All part-time flexible and casuals with the necessary skills even if payment of overtime is required.
3. Employees in the regular work force with the necessary skills who have not volunteered, in inverse seniority on a rotating basis in the following order.
 - A. Scheduled day off.
 - B. Scheduled Holiday & Designated Holiday.

SECTION 14 - OVERTIME

A. The Overtime Desired List shall be installation wide by craft, with an asterisk indicating twelve (12) hour overtime employees.

B. Employees will be given reasonable notification when mandatory overtime is called.

SECTIONS 15-17 - LIGHT DUTY ASSIGNMENTS

A. Light duty assignments are defined as any work within the installation available 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 availability of work and ability to perform the assignments.

C. Should two (2) or more employees request light duty assignments, management shall determine if sufficient light duty is available, within the confines of the craft, for the number of employees requesting such work and if they are qualified to perform the light duty assignments available. If it is determined that one (1) hour or less is available, that work will be assigned on a seniority basis.

D. The Union shall be notified of all light duty assignments.

SECTION 18 - REASSIGNMENT

Sections for reassignment shall be by occupational code within the facility.

SECTION 19 - PARKING

There are currently no parking problems and the APWU does not request reserved parking. If a problem pertaining to parking should arise during the life of this agreement, it shall be resolved through the labor/management meeting forum.

SECTIONS 21-22 - SENIORITY AND POSTING

A. Seniority.

1. Bids are to be submitted in sealed official envelopes and addressed to Personnel Office. Bid numbers must be identified on the envelope.
2. The Personnel Office shall open the bids at the proper time, determine the successful bidder by seniority and post the results on official bulletin boards.
3. A bid can be withdrawn at any time before the bids are to be opened by following the procedure in paragraph 1, by requesting the withdrawal on another card.
4. Bid notices shall remain posted for seven (7) days, Tuesday through Tuesday.
5. The successful bidder shall be placed on his new assignment within fourteen (14) days.

B. Posting.

1. A bid shall be reposted if the starting time is changed more than one (1) hour.
2. A bid shall be reposted if entire scheme is added or taken away.
3. Relief window clerk is changed to full-time window clerk.
4. Distribution clerk is changed to full-time window clerk or a full-time window clerk is changed to a distribution clerk.
5. A bid shall be reposted when a change in duty station occurs.
6. The Union may be present at any bid position opening.
7. All awarded bids shall carry the number of successful bids the incumbent has won.
8. An up-to-date seniority roster shall be provided the Union within the first five (5) working days of the months of January, April, July and October.
9. APWU is to receive copies of bids that are posted and/or changed.
10. All postings will contain and identify the job as having either fixed or rotating days off.

Miscellaneous Provisions

LABOR-MANAGEMENT

A. There will be established at the local level a Labor/Management committee for the purpose of meeting with management on matters other than safety and health. These meetings will be held on the clock and meetings will be scheduled during the third week of each month at 11:00AM.

B. The union will be entitled to one (1) representative, not necessarily the spokesperson, at these meetings. Other union representatives present cannot exceed three (3). Observers and/or disinterested parties may not exceed two (2).

C. Agenda items shall be exchanged at least twenty-four (24) hours prior to the scheduled meeting.

- D.** Minutes will be recorded by each party and exchanged for signature. Decisions agreed to cannot be changed without benefit of another meeting. Unresolved items will be sent to the next highest level.
- E.** Emergency meetings may be called by either party as necessary. Any emergency meeting thus called will always be a full meeting with representation as noted in Section B above.
- F.** A scheme committee will be established on the local level.

SAFETY AND HEALTH

- A.** There will be established, on the local level, a joint Labor/Management Safety Committee to meet once each quarter in the San Juan Capistrano Post Office.
- B.** Bargaining unit employees shall have two (2) members on the committee and any time spent for meetings shall be on the clock.
- C.** Items not resolved at committee meetings will be referred to the next highest level.

This Memorandum of Understanding in entered on **May** 16, 2007at San Juan Capistrano, California, 92675, 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, San Juan Capistrano Installation pursuant to the Local Implementation Provision 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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