

**2006-2010  
Local Memorandum of Understanding  
United States Postal Service - Newport Beach, California 92660  
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 is entered into to supplement the national negotiated Agreements represents and constitutes an Agreement between the Newport Beach, California Post Office and the American Postal Workers Union, AFL-CIO, Southwest Coastal Area Local.

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

**SECTION 1 - WASH-UP TIME**

Employees shall not be denied reasonable wash-up time.

**SECTION 2 - WORK WEEK**

The regular workweek for full-time employees shall be five (5) days, with fixed days off, except that a voluntary pool of distribution positions may be implemented with rotating days off. Any such changes in the workweek shall be negotiated through signed labor-management agreement only.

**SECTION 3 - GUIDELINES 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."

**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 - LOCAL LEAVE PROGRAM**

**A.** Scheduled Annual Leave

1. The selection of annual leave shall be made by seniority on an installation-wide basis. This selection shall be made as follows.
  - a. Full-time and part-time flexible employees, as defined in Article 7 of the National Agreement.
  - b. Part-time regular employees as defined in Article 7 of the National Agreement.

**B.** The maximum number of employees allowed off shall be twelve (12) percent all year with the following exceptions. In applying the twelve (12) percent requirement, any fraction of .50 or more will mean one additional employee. Any fraction less than .50 will be discarded.

1. Nine percent (9%) ten holiday weeks.

2. Nine percent (9%) week preceding Easter.
3. Nine percent (9%) preceding tax day (April 15) week.
4. The week between December 25-January 1 shall be twelve (12) percent.

**C.** There shall be four (4) leave sections. These will each have their own vacation board. The four are as follows:

1. Maintenance.
2. Bay Station Clerks
3. Window clerks and window relief clerks, including window qualified PTF'S.
4. All others.

**D.** Employees will be allowed three (3) rounds of bidding for vacation. First round will be limited to a maximum of three (3) weeks for employees earning twenty (20) or more days per year, and two (2) weeks for employees earning less than twenty (20) or more days per year. Employees will be allowed to make two (2) choices in order to obtain the maximum stated above. The second round will be open for the remaining of earned leave and the third round will be opened for all accrued leave. Any increase in complement will provide additional vacation spaces. Conversely, any decrease in complement will decrease the number of vacation spaces available to bid, and shall be determined each year by signatory parties on December 1.

Quarterly reviews of the vacation calendar shall be made by the parties to analyze the impact of automation that may constitute changes. Such changes shall be mutually agreed upon in writing. Intent of this is to evaluate vacation slots available; no previous awarded annual leave will be canceled due to this evaluation.

**E.** The selection of annual leave shall be made by seniority.

**F.** No employee shall retain more vacation period than they have accrued leave, and leave earned during the calendar year to cover. Vacation period signed for with insufficient leave to cover shall be reposted for bid.

**G.** Annual leave shall begin on Monday.

**H.** The Annual Leave Chart, with detailed instructions and a roster of employees, including dates of request for annual leave shall be posted on the official bulletin boards on December 1. The Annual Leave Chart shall denote all holidays.

**I.** The date to begin submission and awarding annual leave will be on December 10th, and continue through December.

**J.** Leave requests will be made on PS Form 3971 in duplicate. The original and duplicate to be appropriately filled out; the original to be retained by management and the duplicate returned to the employee. Any employee not signing for leave on his scheduled date may choose at any later time from available program.

**K.** Jury duty shall not be charged to the annual leave program.

**L.** National or State Conventions shall be charged to the leave program provided no more than two (2) delegates request convention leave.

**M.** In the event that annual leave is granted beyond the scheduled number originally allowed and a leave period is vacated, it will not be posted for bid.

**N.** It is understood by both parties that when an employee wishes to cancel annual leave signed for, that such cancellation must be at least two (2) weeks in advance of the starting date for such annual leave, except in emergency situations. The cancelled leave shall be posted on Thursday until the following Monday at the close of business, and awarded by installation wide seniority

**O.** There shall be no exchange of annual leave.

**P.** Requested vacant full weeks of annual leave outside the initial bidding procedure shall be approved. Requests for incidental annual leave will be submitted on PS Form 3971 no earlier than sixty (60) days in advance and no later than the Monday prior to the service week in which the annual leave is desired and shall be approved. Leave will be awarded on a first come, first served basis. If more than one request for leave is submitted on the same day, leave will be awarded based on installation seniority.

**Q.** Any employee who had bid on a new position and is pending qualifications shall, for vacation purposes, select vacation in the section to which permanently assigned at the time of bidding. Such employees shall take their vacation choices with them to the new section after qualification.

**R.** The annual leave year shall begin with the first full pay period in January and continue to the end of the leave year.

**S.** All annual leave requests on PS Form 3971 should be signed and dated by a supervisor prior to submission. Those not signed by a supervisor as being notified shall be assumed to be received as the following Tuesday by the scheduling supervisor.

**T.** Days off and holidays at the end of vacations shall be considered part of the employee's vacation and he/she shall be excluded from holiday and overtime scheduling provisions of this agreement unless otherwise stipulated in writing by the employee.

### **SECTION 13 - THE METHOD OF SELECTING EMPLOYEES TO WORK ON A HOLIDAY OR DAY DESIGNATED AS A HOLIDAY**

Employees shall be selected to work on a holiday or day designated as a holiday in the following order:

1. Casuals, part-time flexibles, and then volunteers working their designated holiday by seniority, and the volunteers (non-scheduled) by seniority, and additional full-time or part-time regular employees with the needed skills assigned by office juniority.
2. Notice-requesting volunteers shall be posted for employees to volunteer to work their holiday or designated holiday or non-scheduled day. This notice shall be posted in all stations at least one (1) week prior to the posting of holiday schedule and shall indicate available reporting times.

### **SECTION 14 - OVERTIME DESIRED LIST**

**A.** There shall be one master chart of "Overtime Desired List" with columns for signing up availability within respected stations and crafts. Any addition to the Overtime Desired List must be mutually agreed between the Installation head and the APWU Chief Steward.

Sections are defined as follows:

1. Each station and craft comprises a section.

**B.** If the voluntary Overtime Desired List does not provide sufficient qualified people, employees may volunteer for overtime in other stations provided they have the necessary skills. This provision will not count toward overtime equalization.

**C.** Employees will be given at least one (1) hour notice for any overtime. If the one (1) hour notice cannot be met, the supervisor will inform the union steward as to why the one (1) hour notice cannot be met.

**D.** With supervisor's permission, employees on overtime may be allowed use of the telephone to notify their families that they will be working late.

**E.** A chart listing the overtime hours worked and opportunities offered to each employee shall be posted and updated quarterly. A copy of the list shall be furnished to the union chief steward.

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

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

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

1. No light duty assignments will be established on a "make work" basis.
2. Employees requesting light duty assignments 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. Mail list corrections.
  - c. Zip Code list corrections.
  - d. Typing (when qualified).
  - e. Other office work (when qualified).
  - f. Normal clerk duties for which the ill or injured employee may be able to perform.

**C.** The President or his designee shall be advised, in writing, of the light duty assignments.

**D.** Employees reinstated under the Rehabilitation Program shall have their assignments reviewed by the Union.

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

**A.** Seniority

1. Bids are to be placed in the bid box in any station. Bid numbers must be identified on the bid card.
2. A designated supervisor and union official shall open the bids at the proper time; determine the successful bidder by seniority and the personnel office will post the results on official bulleting 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. Such withdrawal, to be official, shall be back-stamped, as per Article 37 of the National Agreement.
4. Bid notices shall remain posted for seven (7) days.
5. The successful bidder shall be placed on his new assignment within fourteen (14) days.
6. Normally, the successful bidder shall work the duty assignment as posted and shall not be displaced by a junior employee. Article 37, Section 3F, 11, shall be interpreted as follows: When it becomes necessary to move full-time regular (and part-time regular) employees from their bid assignment on a temporary basis, where the supervisor has a choice, whenever practicable, seniority shall be borne in mind for such assignment, giving priority consideration to employee to remain on their bid assignment.
7. The installation head shall post and furnish two copies of an updated seniority list to the local union on a quarterly basis for all APWU crafts.

**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 scheme knowledge or fixed (or flexible) credits are added or deleted.
3. A bid shall be reposted when a change in duty station occurs.
4. Any bid position, the duties of which are changed less than fifty percent (50%) and does not need to be otherwise posted, the incumbent shall have the option to accept the position as changed or have the bid position reposted.
5. A bid shall be reposted if typing or computer testing are added or deleted.

6. When changes in a position require that the position be reposted, the incumbent shall have retention rights if he/she has held that position for a minimum of three (3) years, and meets all qualifications for the position as reposted.
7. All awarded bids shall carry the number of successful bids the incumbent has won.

### **Miscellaneous**

#### **LABOR-MANAGEMENT**

- A.** The number of representatives of each party to this Agreement who may participate in the monthly Labor-Management meeting shall be limited to four (4). Other members will be permitted to observe.
- B.** Any understanding agreed upon at monthly Labor-Management meeting shall be recorded in the minutes of the meetings.
- C.** Agendas shall be exchanged at least one (1) full working day before the meeting. Items not reached for discussion shall be first on the agenda of the next meeting.
- D.** Labor-Management meetings shall be held on the second Thursday of each month at 9 AM in the postmaster's office. Any change of site or time, to be mutually agreed upon prior to the meeting. These meetings will adjourn by mutual consent.
- E.** The minutes shall be submitted in writing within five (5) days for review and approval by the organization's principal officer or his designee for distribution to interested parties (17).

#### **SAFETY AND HEALTH**

- A.** A joint Labor-Management Safety and Health committee shall be established as provided in Article 14, Section 4, of the National Agreement. A member shall be designated by each union represented at the Newport Beach Post Office.
- B.** The installation head shall designate an equal number from management to serve as committee members. The employer will designate the chairman of the committee.
- C.** This committee shall meet at a designated place at least quarterly and such other times as designated by the chairman. These meetings shall be on official time. These meetings may be canceled by mutual consent.
- D.** Each committee member shall submit agenda items to the secretary three (3) days prior to the meeting. The permanent secretary to this committee shall be the Safety Officer.
- E.** Written minutes of meetings shall be kept and posted on all Safety Bulletin Boards.

#### **SCHEMES**

- A.** The Union and Employer are agreed that a Scheme Committee shall be formed, comprised of two (2) members of each for the parties.
- B.** The Committee shall meet on a bi-monthly basis. Minutes shall be kept of each meeting and a copy shall be furnished the Union.
- C.** The Schemes Committee shall make recommendations to the installation head and he shall in turn indicate, in writing, the disposition of recommendations of the Scheme Committee, in a timely manner, and a copy of the disposition shall be furnished the Union.
- D.** Before terminating an employee for scheme failure, he should be given a minimum of fourteen (14) days before such termination.

## **COMMUNICATIONS**

**A.** Officers of this APWU Local Union organization shall be allowed access to the telephone for the conduct of necessary grievance activity.

**B.** The employer shall furnish a bulletin board at each unit for the exclusive use of the APWU Local at the Newport Beach, California Post Office. The bulletin board at the main office shall be glass enclosed with two (2) keys furnished the President of the Union and his designee. This bulletin board shall be placed in the swing room. Bulletin boards of a suitable size and nature shall be placed in other units (3'x2'x29').

**C.** A copy of any form of communication relating to employees posted on the main office and classified station bulletin boards shall be supplied the APWU Local of Newport Beach.

This Memorandum of Understanding is entered into at Newport Beach, California 92658-9998, May 1, 2006 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, Newport Beach, California, installation pursuant to the Local Implementation Provision of the 2006-2010 National Agreement.

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For the US Postal Service  
Cipriano Corona, Postmaster  
Newport Beach, California

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