

**2006-2010
Local Memorandum of Understanding
United States Postal Service - Garden Grove, California 92840
and
American Postal Workers Union, AFL-CIO—Southwest Coastal Area Local
National Agreement
Article 30**

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 Garden Grove, California Post Office (hereinafter referred to as the “Employer”) and the American Postal Workers Union, Southwest Coastal Area Local, Garden Grove Installation, AFL-CIO (hereinafter called the “Union”), on personnel policies and practices and working conditions.

B. The Memorandum 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.

D. Should any part of this Agreement or any provisions contained herein be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by a court of competent jurisdiction, such invalidation of such part or provision of this Agreement shall not invalidate the remaining portions of this Agreement, and they shall remain in full force and effect.

SECTION 1 - WASH-UP TIME

In accordance with the National Agreement, Article 8, Section 9, Management will provide for reasonable wash-up time for those employees who perform dirty work. Each case will be decided on its own merits.

SECTION 2 - WORK WEEK

The basic work week shall be with fixed days off for full-time regular employees.

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

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.

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.

Bomb threats will be handled in accordance with Publication 159, “Contingency Plans, Bombing Threats and Bomb Scares”.

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. Annual leave for all employees covered by the APWU shall be based on twelve percent (12%) for the entire calendar year by craft, except for the three (3) weeks prior to the general and primary 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 two (2) 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. 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 Parties agree that upon excessing of any APWU craft(s), either party can re-open negotiations of the annual leave percentage.

C. The employer and the union will meet on the first Monday after January 1, and will determine the number of employees allowed off each week based on the twelve (12%) and eight percent (8%) guaranteed minimums. Rounding off will be based on .5, or if higher will be rounded to the next higher number, and .49, or lower will be dropped. All full-week leaves, whether annual or occasional, will start on Mondays and will be posted on the annual leave board. Completed copies of the annual leave board shall be located at each station and shall be kept updated.

D. 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. If two (2) or more requests are received on the same day, preference will be given to the senior employee. Requests for full-week occasional leave must be submitted no later than Monday, two (2) weeks prior to the week requested. Requests for occasional leave of less than one week duration may be submitted by Monday, two (2) weeks prior to the week requested. Requests for occasional leave of less than one weeks duration may be submitted no earlier than Monday, two (2) weeks prior to, nor later than Tuesday, 10:00AM, 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 employees will be notified by the return of this form either approved or disapproved within forty-eight (48) hours.

E. Cancellation of full-weeks of annual leave must be submitted by close of business, Monday, three (3) weeks prior to the week of leave requested. Cancellations 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.

F. There will be three (3) sections for Clerks and one (1) section for Maintenance

1. Tour 1 -3 clerks.
2. Tour 2 -2 clerks.
3. Window and West Garden Grove - 2 clerks.
4. One Maintenance

G. When a clerk bids from one tour to another he/she will maintain his/her leave; however the losing tour will not have the time posted as available if the vacation slot in the gaining unit is full.

H. The union will receive three copies of the following:

1. The vacation board after the first round of annual leave bidding is completed.
2. The vacation board after the second round of annual leave bidding is completed.

SECTION 13 - HOLIDAYS

A. After the requirements of National Agreement, Article 11, Section 6 regarding assignment of all qualified non-career and part-time flexible employees have been complied with, selections of balance of employees with the necessary skills to work on the holiday or day designated as a holiday shall be as follows:

1. Volunteer full-time and part-time regular employees whose basic work week includes the holiday, in seniority order.
2. Volunteer full-time and part-time regular employees whose basic work week does not include the holiday, in seniority order.
3. Non-volunteer full-time and part-time regular employees whose basic work week includes the holiday in inverse seniority (juniority) order.
4. Succeeding holiday assignments shall start with the next listed full-time employee by seniority either descending or ascending as appropriate.
5. If not scheduled for work on the day following the holiday, those qualified regulars on Tour 1 may volunteer or be selected in accordance with above.

B. Except for scheduled leave, requests from employees to be excused on their "designated" holiday shall be given preference over applications for annual leave when both requests are submitted on the same day.

C. Volunteer duty on a holiday will not prevent the employee being assigned to future holiday duty when he or she is assigned under A3 above.

D. An employee whose day off is a Monday that is a holiday, and who is on annual leave the week preceding, will not be assigned to work the holiday.

SECTION 14 - OVERTIME

Overtime desired lists shall be by section and/or tour and craft.

SECTIONS 15-17 - LIGHT DUTY

Assignment of ill or injured regular work force employees:

A. Temporary light duty assignments are defined as any available craft work in the ill or injured employee's craft which an employee represented by APWU is physically able to perform. This will be determined through consultation between the employees and Management and will be guided by the examining physician's report.

B. The number of light duty assignments shall be determined by the above.

C. After a permanent light duty assignment has been approved pursuant to Article 13, Section 2, B1, the duties of the assignment will be determined through consultation between the employee and management and will be guided by the examining physician's report.

1. Craft members to be assigned first to craft assignments.

2. Chief steward will be notified who is on light duty assignments.

SECTION 18 – REASSIGNMENTS

A. The following sections are designated in accordance with the National Agreement, Article 30, 818:

SECTIONS

1. Mails (Main Office)

2. Administration, Finance and Window (Main Office)

3. Each Classified Station

4. Maintenance Craft

5. Motor Vehicle Craft

ASSIGNMENTS

Clerks whose primary responsibility is the distribution of mail with or without scheme knowledge.

Clerks whose primary responsibilities are duties other than distribution of mail, including all clerks with a fixed credit for services at a public window and the SSPC Technician.

All clerk assignments.

Employees whose bid and duties pertain specifically to Maintenance.

Employees whose bid specifically pertains to maintenance, upkeep and responsibility of motor vehicles.

SECTION 19 - PARKING

As long as the Garden Grove Post Office remains in the present facilities, management will put forth every reasonable effort to provide sufficient parking spaces to allow all employees to park within the existing physical boundaries.

SECTIONS 21-22 - SENIORITY AND POSTING

A. The notice inviting bids shall include information showing scheduled assignments to each section described in Section 18.

B. The notice inviting bids shall remain posted for a seven (7) calendar day period.

C. Bids shall be in writing. A bid by telephone or telegraph to a supervisor may be accepted from absent clerks.

D. Two (2) copies of the notice inviting bids shall be given to the Union bearing successful bidder's name.

E. Assignments of successful bidders shall be made within fourteen (14) calendar days from close of bid.

F. Any of the following permanent changes in an employee's duty assignment shall cause it to be reposted.

1. The addition or removal of a city scheme.
2. The addition or removal of window duties.
3. The addition of new duties by as much as two (2) hours daily or twenty (20) hours weekly.
4. Total change of starting time exceeding one hour.

5. The incumbent of a changed duty assignment, having been in the job for more than one (1) year, shall have the right to rebid and retain the position.

G. In the event that a change exceeding one hour is made in the starting time of an employee, for the benefit of the service, the incumbent shall have the right to rebid and retain the position. A change may not be made for the convenience of the incumbent without reposting and awarding the position to the senior qualified bidder. A Union representative shall be consulted before a change is made in a basic work week, including a change in starting time.

H. To implement Article 37, Section 2C, Article 38, Section 3D, and Article 40, Section IC of the National Agreement, posting and furnishing a copy of seniority lists shall be quarterly.

Miscellaneous

LABOR-MANAGEMENT COMMITTEE

A meeting shall be held monthly with the Postmaster and Union President, or their designee. The meeting will be on the last Thursday of the month. The meeting may be changed at any time by mutual agreement between the Union and the Postmaster. Additional participants shall be limited to two (2). Agenda items must be submitted one (1) week prior to the scheduled meeting. If no agenda items are submitted by either side, the meeting will be automatically canceled.

SAFETY & HEALTH COMMITTEE

The Safety and Health Committee shall meet quarterly, or more often as mutually agreed, on the second Wednesday of each quarter. This meeting may be changed by mutual agreement. Agenda items must be submitted on week prior to the scheduled meeting. Minutes will be taken and a summary of the minutes will be published. The union will be given two copies of these minutes.

MAINTENANCE EQUIPMENT

No member of the Maintenance Craft will be required to furnish his/her personal tools for use on the job.

This Memorandum of Understanding is entered on **April 19, 2007**, at the US Post Office, Garden Grove, California 92640 between the representatives of the United States Postal Service and the designated agent of the Union signatory to the National Agreement (Garden Grove Installation, American Postal Workers Union, AFL-CIO, Southwest Coastal Area Local) pursuant to the Local Implementation Provision of the **2006-2010** National Agreement. This Memorandum of Understanding plus those items, if any, from this office which are resolved per the agreed upon impasse procedure, constitutes the entire agreement on matters relating to local conditions of employment.

For the US Postal Service
Skip Mejico, Postmaster
Garden Grove, California

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