

**2006-2010
Local Memorandum of Understanding
United States Postal Service - Montebello, California 90640
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 Montebello, California, Post Office (hereinafter referred to as the “Employer”) and the American Postal Workers Union, AFL-CIO, Southwest Coastal Area Local, Montebello Installation (hereinafter called the “Union”), on personnel policies and practices and working conditions.

B. The Memorandum of Understanding covers all crafts 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 part of this Agreement.

SECTION 1 - WASH UP TIME

The employer shall grant a two (2) minute wash up time before lunch. Employees who perform dirty work or work with toxic material shall be granted two (2) additional minutes wash up time at end of tour; this needs to be determined by the supervisor.

SECTION 2 - WORK WEEK

The established work week for regular employees in the bargaining unit shall be five (5) days with fixed days off.

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 as determined by the employer.

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 determined by USPS will be charged according to existing postal regulations or special orders that may be given by the USPS.

SECTIONS 4-12 - LEAVE

A. Formulation of Leave Program.

1. Leave applied for during the annual leave sign up will be granted on a seniority basis.
2. It is understood by both parties that when an employee wishes to cancel annual leave signed for, that such cancellations must be made at least **one (1)** week in advance of the starting date for such annual leave and that management will then post the vacancy for bid for a

period of five (5) days provided the maximum number of employees are off at this time. When an annual leave period is canceled, this period shall not be posted for bid if the maximum number of clerks are off due to extended sick leave, convention leave or jury duty.

3. Bidding for annual leave shall begin November 1 and shall end November 30, by seniority.
 - a. The first round of bidding shall be for choice period
 - b. The second round of bidding shall be for the remaining leave employee will take during the leave year.
 - c. After the second round of bidding, vacant leave will be available and approved on a first come, first served basis. When more than one employee request is made on the same day, the annual leave will be awarded by seniority.
4. There will be a twenty-four (24) hour time limit in which the appropriate senior employee must make a selection or be passed over.
 - a. When the bidding has advanced beyond an employee for lack of signing, the employee will be afforded an opportunity to sign at any time that he later makes his wishes known. Bids shall be for available periods still remaining.
5. The vacation chart shall be posted by February 1 and employees shall sign up by seniority.

B. Choice Period.

The choice period shall be the Postal leave year

C. Beginning Day.

The employee(s) vacation period shall begin on Monday and end on Sunday.

D. Selection.

In the first cycle of bidding, no employee shall be granted leave during the choice period in excess of the amount indicated below.

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

In the first cycle of bidding, employees may request up to two (2) selections during the choice period in units of five (5) or ten (10) days.

E. Jury Duty and National and State Conventions.

Employees required to absent themselves for the purpose of jury duty or to attend national or California state conventions shall be included in the maximum number of employees allowed off during the vacation period.

F. Maximum Number Off.

The maximum number of employees who shall be granted scheduled leave during the choice vacation period shall be as follows:

1. Distribution Clerks, including all part-time flexibles = (2).
2. Window Clerks/Office Personnel = (1).

For the fifteen (15) days prior to Christmas, there will be five percent (5%) off.

G. Notification.

Employees shall be notified in writing of the vacation schedule that has been approved or disapproved. The notice shall be in the form of PS 3971 filled out by the employee and signed by the supervisor. The supervisor shall post the period to the leave chart.

H. Determination of New Leave Year.

The employer shall, no later than November 1, post on the official bulletin board the beginning date of the new leave year which shall begin with the first day of the first full pay period of the calendar year.

I. Other Than Choice Period.

Requested annual leave outside the annual sign-up period shall be approved or disapproved, and the employee notified no later than three (3) days prior to requested leave time provided application is submitted five (5) working days prior to date of leave. The leave requests under this provision will be on a first come, first served basis.

SECTION 13 - HOLIDAYS

The method of selecting employees to work on a holiday or day designated as a holiday is as follows:

1. Casual employees, even if overtime is necessary.
2. Part-time flexible employees, even if overtime is necessary.
3. Full-time and part-time regulars who have volunteered to work on the holiday or day designated as their holiday shall be made on the basis of seniority from amongst those who volunteer.
4. Full-time and part-time regulars who have not volunteered to work on the holiday and whose holiday it is. Such employee shall be selected on a juniority basis.
5. Full-time and part-time regulars who have not volunteered to work on the holiday and whose holiday it is not. Such employee shall be selected on a juniority basis.

SECTION 14 - OVERTIME

A. The overtime desired list for clerk craft shall be by installation.

B. The overtime desired list for maintenance craft shall be by installation.

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 doctor or licensed chiropractor provided the employee has the skill.

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

C. When two (2) or more employees request light duty, determination shall be:

1. Light duty equally distributed if sufficient work is available.
2. If sufficient work is not available to require more than one (1) hour light duty, work available shall be assigned.

SECTION 19 - PARKING

The local union must be contacted for input prior to any changes in the current parking program.

SECTIONS 21-22 - SENIORITY AND POSTING

A. A position shall be declared vacant and posted in the manner prescribed when:

1. Addition or deletion of a scheme.
2. Addition or deletion of window duties.
3. Reporting time is changed more than one (1) hour.

B. A copy of positions going up for bid will be given to the Union.

C. The senior qualified bidder to be placed in the bid assignment within seven (7) days unless an emergency condition exists. This emergency condition will be discussed with the Union.

D. The seniority roster for each craft will be updated and posted on a quarterly calendar basis.

E. The Union will be sent a copy of the roster for each craft it represents after each updating.

This Memorandum of Understanding is entered on **May 1, 2007** at Montebello, California 90640, 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, Montebello Installation pursuant to the Local Implementation provision of the **2006-2010** National Agreement.

For the US Postal Service
Joe Santana, Postmaster
Montebello, California

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