

**2006-2010
Local Memorandum of Understanding
United States Postal Service - Stanton, California 90680
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 Stanton, California Post Office (hereinafter referred to as the "Employer") and the American Postal Workers Union, AFL-CIO, Southwest Coastal Area Local, Stanton Installation (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.

SECTION 2 - WORK WEEK

The established work week for regular employees in the bargaining unit shall be five (5) days with fixed days off, for distribution clerks, there will be one with Saturday & Sunday off days, one Sunday & Monday off days and one with Sunday & Tuesday off days.

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

Curtailment or termination of postal operations when conforming to orders of local authorities designated to control the general public in emergency situations or as local conditions warrant because of emergency conditions will be conducted to the best safety interest of the employees.

SECTIONS 4-12 - LEAVE

A. The vacation chart shall be posted by January 1. Sign-up for annual leave shall begin January 2 and shall end January 31 and will be by seniority.

B. Leave applied for during the annual leave sign--up period will be granted on a seniority basis.

C. Leave applied for after the annual sign-up period may be on an as-received basis for any open day(s).

1. **The first round employees will be allowed to choose one (1), two (2) or three (3) consecutive weeks of leave.**
2. **The second round employees will be allowed to choose remaining leave the employee will earn during the leave year.**
3. **The third round employees may sign up for their accrued leave.**

D. There will be a forty-eight (48) hour time limit in which the appropriate senior employee must make a selection or be passed over.

E. The choice period shall be from February 1 through January 31, except for the three (3) weeks before Christmas.

F. There shall be ten percent (10%) of each section allowed off each week during the choice vacation period with the following exceptions:

1. Fifteen percent (15%) of **each section** will be allowed off during the months of June, July, August, September through the Labor Day week, and Thanksgiving week. Less than 1 week periods will be at management discretion.
2. Exception: Window clerks and their relief and the window tech and their relief will not be allowed off at the same time.
3. The sections are **Clerks and Maintenance**.

G. The employee's vacation period shall begin on Monday and end on Saturday.

H. Employees shall be notified in writing of the vacation schedule that has been approved. The notice shall be in the form of a duplicate of form PS 3971 which shall show the dates of the approved leave and the signature of the supervisor.

I. Employees will be allowed to cancel full weeks or partial weeks no later than Monday preceding the leave week having a holiday or Tuesday preceding non holiday leave weeks. Partial leave weeks will be limited to a maximum of five cancellations per leave year.

If leave cancellations requests are made less than the period stated above the request must have the approval of both the union and management and must be for an unusual circumstance.

Canceled leave will be posted for bid and will be awarded based on seniority. Full week requests will take preference over single day requests.

Unused annual leave days for partial week cancellation will be posted and awarded based on seniority.

J. The union shall notify the employer by January 1 of the dates of the National and State Conventions. These weeks shall be reserved for the employee that will represent the Union at the conventions and shall be charged to the choice period. This leave will not be considered the employee's first or second choice. In the event the union representative does not wish to attend the conventions, he shall notify the employer in writing and the procedures in section "I" shall apply.

K. Employees required to absent themselves for the purpose of Jury Duty or Military Duty shall not have such time charged to the choice period nor shall the employee be required to forfeit a previously scheduled choice vacation period.

L. If desired, each employee may request two (2) selections during the choice vacation period. The length of single or split leave periods shall be in accordance with Article 10, Section 3D3 of the National Agreement.

M. Once the regular sign-up has been concluded, any weeks still open shall be approved on a first come, first serve basis, providing that the employees make their request for such weeks at least one (1) week prior to the start of the vacation week. However, if two (2) or more applications requesting the same week(s) of vacation are submitted on the same day, preference will be given to the senior person.

SECTION 13 - HOLIDAYS

Method of selecting employees.

A. Schedule qualified employees to work on a holiday in the following order:

1. Part-time flexibles, even if overtime is necessary.
2. Full-time regulars who have volunteered to work on the holiday, selected by seniority on a rotating basis.
3. Full-time regulars who have not volunteered to work on a holiday selected by reverse seniority basis from the employees whose regular schedule includes the holiday.

Qualified employees are those having the skills needed.

SECTION 14 - OVERTIME DESIRED LIST

The Overtime Desired Lists shall be by Installation and Craft.

SECTIONS 15-17 - LIGHT DUTY

A. Light duty assignments are defined as any available duties the employee is able to perform as determined by a licensed physician or chiropractor, providing the employee has the necessary skills required and does not adversely affect a regular work force employee.

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

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

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

SECTIONS 21-22 - SENIORITY AND POSTING

A. No position will be reposted if the change in starting time is changed one hour or less. All other changes will be submitted to the union and if mutual agreement can be reached between the Union, Management and Employee, the job will not be reposted. If there is no agreement, then the job will be reposted.

B. A copy of positions going up for bid, and all positions awarded will be given to the Union President or designee.

C. The seniority roster for each craft will be updated and posted on a quarterly calendar basis. This will be done during the months of January, April, July and October.

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

E. Vacation positions will be posted for seven (7) days and awards posted in three (3) days.

This Memorandum of Understanding is entered on **May 21, 2007**, at Stanton California, 90680- 9998 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, Stanton Installation pursuant to the Local Implementation provision of the **2006-2010** National Agreement.

For the US Postal Service
Catherine Zierer, Postmaster/OIC
Stanton. California

For the American Postal Workers Union
Bobby Donelson, President
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