

**2006-2010**  
**Local Memorandum of Understanding**  
**United States Postal Service - Orange, California 92867**  
**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 the Orange, California Post Office (hereinafter referred to as the “Employer”) and the American Postal Workers Union, AFL-CIO, Southwest Coastal Area Local, Orange Installation (hereinafter referred to as the “Union”), on personnel policies and practices and working conditions.

**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 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 full-time regular and part-time fixed schedule employees in this bargaining unit shall be five (5) days with fixed days off and rotating days off. Bid duty assignments that may become vacant shall remain with fixed days off unless mutually agreed upon by management and the union.

**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.** If any of the following conditions exist, the following emergency procedures shall be implemented:

1. Bomb threats and earthquakes will be handled in accordance with Publication 159 and USPS Contingency Plans.
2. Smog alert—work will be suspended if directed by USPS.
3. Fire-employees shall be alerted by the most practicable method giving location of fire. Building shall be evacuated if determined necessary.

**D.** In the event of an emergency, i.e., fire, earthquake, flood, threat of bodily harm, which may place an employee or employee's immediate family in danger of great bodily harm, that employee may be excused from duty.

**E.** 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 choice vacation period will be the entire year. The three (3) full weeks prior to December 25th will be scheduled at five 5%. The new vacation schedule will start in Pay Period three (3) of the current year.

**B.** The sign-up date will begin the Monday after Thanksgiving and end on December 31st.

**C.** There will be no mutual exchange of leave.

Canceled leave will be in writing. All annual leave canceled two (2) weeks in advance will be posted for bid on Monday and removed the following Friday at noon with results posted the following Monday by 12:00 noon. Leave results will be awarded by seniority. If **there is a need to cancel with less than two weeks notice management and the union will be notified and address the issue on a case by case basis.**

**D.** The annual leave sections are as follows:

Retail clerks - (all regular window clerks, regular window reliefs, administrative personnel, SSPS, bulk mail, and PTF clerks with retail qualifications) **-Twelve percent (12%).**

Distribution clerks - (to include dispatch clerks, accountable clerks, box clerks, clerk-messenger) -Ten percent (10%) except during the week before and after Easter and during the week of Thanksgiving when there will be twelve (12%) off.

Maintenance Craft - One (1) employee will off each week during the vacation period.

**F.** A leave chart shall be posted in the lunch room.

**G.** Insufficient Leave:

1. Employees without sufficient leave to their credit may not bid on canceled vacation periods.
2. Employees who have used up their annual leave (through use of emergency leave or use of annual leave in daily use) may request LWOP on Form 3971 to cover employee's own bid vacation period. A decision shall be rendered by the installation head (or designee) within three (3) days of request. If disapproved, it shall be considered written notice of cancellation and said period shall be posted for bid, provided the Form 3971 was submitted two (2) weeks prior to the effective vacation period.

**H.** The beginning day of the leave week will be Monday.

**I.** 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.

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.

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. Employees may make application for any part of or whole week on a PS Form 3971. The installation head will honor all requests for leave during vacant periods provided such request 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.

**J.** Jury duty and attendance at National and State or Regional Conventions shall not be charged to the choice vacation period.

**K.** In applying the ten (10) percent regulation, any fraction above .5(rounding rule applies) will mean one (1) additional employee, any fraction below .5 will be discarded.

**L.** The employer may add additional weeks to the leave chart as needed.

**M.** A joint meeting will be held prior to sign-up each year to discuss possible changes in the vacation schedule.

**N.** Employees shall be notified in writing of the vacation schedule that has been approved for them. The notice shall be in a PS Form 3971 filled out by the employer at the time the employee makes his/her selection and signed by the supervisor.

**O.** The employer shall no later than November 1st publicize on the bulletin boards the beginning date of the new leave year which shall begin the first day of the first full pay period for the calendar year.

### **SECTION 13 - HOLIDAYS**

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

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, selected by seniority on a rotating basis.
4. Full-time and part-time regulars who have not volunteered to work on the holiday, selected by reverse seniority on a rotating basis from those employees whose regular schedule included the holiday.

Qualified employees are those having the skills needed.

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

**A.** The Overtime Desired Lists shall be by tour and section as follows:

1. Tour 1-Main Office, Hours 04:00-12:30
2. Tour 2-Main Office, Hours 09:00-19:30
3. El Modena Station
4. Plaza Station
5. Orange-Olive Station
6. Maintenance Craft

**Employees may sign up for all lists which they are qualified. Preference for overtime shall be for employees working in the section.**

**When needed, overtime work for regular full-time employees shall be scheduled among qualified employees doing similar work in the work location where the employees regularly work.**

**B.** To the extent possible, employees will be notified of any overtime at least one-half (1/2) hour before the end of the tour.

### **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 the 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. Hours shall be within an employee's normal work schedule whenever possible.
5. No regular employee shall be adversely affected.

**C.** Examples of, but not limited to the following possible light duty assignments are:

1. Mail sorting.
2. Mailing list corrections.
3. Zip Code list corrections.
4. Typing (when qualified).
5. Other office work when qualified.
6. Normal craft duties for which the ill or injured employee may be able to perform.

## **SECTION 18 - BASIC PRINCIPLES AND REASSIGNMENTS**

The identification of assignments comprising a section, where it is proposed to reassign within an installation of employees excess to the needs of a section.

**A.** There shall be three (3) sections in the Orange, California Post Office as follows:

1. Clerk Craft.
  - a. All full time regulars window clerks, all units combined.
  - b. All other clerk positions.
2. All Maintenance Craft employees combined.

## **SECTION 19 - PARKING**

**A.** Employees represented by the APWU may park in the parking area adjacent to the southeast side of the post office building.

**B.** Provision shall be made to reserve one space in the parking area near the dock ramp for the APWU.

**C.** The use of designated parking area by employees is contingent upon the needs of the US Postal Service.

## **SECTION 21 - REPRESENTATION**

**A.** Labor-Management meetings shall be held at least bi-monthly at a mutually agreeable time and day. Should such meeting exceed two (2) hours either party may ask that the meeting be continued to the date and time mutually agreed upon. Every effort will be made to insure that the meetings will not be interrupted. Any agreement reached will remain in effect until changed by consultation with the Union at a subsequent Labor-Management meeting.

**B.** Minutes of Labor-Management meetings shall be signed by the postmaster or his designee and the Union President or his designee. Any agreement reached will remain in effect until changed by consultation with the Union or at a subsequent Labor-Management meeting.

**C.** At least forty-eight (48) hours prior to a Labor-Management meeting the parties shall exchange agenda

of proposals to be discussed.

**D.** The Union shall have the right to have the same number of representatives as the employer at Labor-Management meetings. It is understood that under the National Agreement, Article 17, only one (1) Union representative will be on-the-clock.

**E.** Prior to the Christmas operation each year, Management will call a Labor-Management meeting to consult with the Union about the Christmas operation.

**F.** A copy of posted notices and communications to all Union employees will be sent to the Union at the time of issuance.

**G.** The Union may continue to use the bulletin board in the employee's lunchroom and work area as a means of communication among the members.

1. A bulletin board will be provided at all stations.
2. The Union will be furnished one (1) key to designated bulletin boards and the Postmaster will retain one (1) key.

## **SECTION 22 - SENIORITY AND POSTING**

**A.** Clerk craft-A position shall be declared vacant and posted in the manner prescribed when:

1. Entire scheme requirement is taken away.
2. If a distribution or window relief position is changed to a full-time window position.
3. Reporting time is changed more than one (1) hour.
4. Fixed credit of over \$50.00 is added to a tour that has no credit or is completely taken away unless agreed upon by management, the union and the employee.

**B.** Maintenance craft--A position shall be declared vacant and reposted by notice of intent when:

1. Reporting time is changed more than two (2) hours.
2. Principal assignment is changed from main office to stations or stations to main office.

**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.

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

**D.** Vacant duty assignments will be posted on Mondays at noon and withdrawn the following Monday at noon. Results will be posted three (3) days after the close of bids.

**E.** The successful bidder will be placed into the new assignment no later than ten (10) days after the award is made.

**F.** Bids must be in writing and placed in the designated bid box.

This Memorandum of Understanding is entered on **April 18, 2007**, at Orange, California 92667, 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 Orange, California Installation pursuant to the Local Implementation Provision of the **2006-2010** National Agreement.

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For the US Postal Service  
David L. Eng, Postmaster  
Orange, California

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