

2006-2010
Local Memorandum of Understanding
United States Postal Service – Sunset Beach, California 90742
and
American Postal Workers Union, AFL-CIO—Southwest Coastal Area Local

National Agreement
Article 30
Recognition

Article 1: General Provisions

1.1 Union-Management Cooperation

- A.** This Local Memorandum may be amended with the mutual consent of the Postmaster, the Local President and the Labor Relations Representative.
- B.** The Local Union President shall be consulted prior to permanent changes in employee staffing and scheduling.
- C.** The Union shall automatically be provided with copies of:
1. Updated Seniority rosters;
 2. All assignment notices;
 3. All notices of light and limited duty;
 4. All letters of warning, suspension and removal;
 5. All letters of sick leave restriction and rescission of restriction.
 6. All letters of demand;
 7. All assignments to EAS and OIC positions.

1.2 Curtailment of Operations

- A.** The Local Union President, or other available union officer, shall be notified immediately of all situations which may cause the curtailment of operations or in any way endanger any employee.
- B.** All possible means shall be used to notify affected employees of the curtailment of postal operations; the steward or Local Union will be notified as soon as feasible.
- C.** Employees stranded at work shall be given every reasonable consideration by the employer as to needs and comforts.
- D.** Procedures for emergency evacuation due to fires or bomb threats shall be conspicuously posted.
- E.** In determining an employee's ability to report for work, consideration shall be given to governmental directives and general conditions.

1.3 Wash-up Policy

All employees shall be allowed reasonable wash-up time in accordance with established practice and Article 8.9 of the National Agreement.

1.4 Parking

- A.** All reasonable efforts will be made to initiate or maintain free parking for all employees.
- B.** All parking, except spaces reserved for USPS owned vehicles shall be on a first-come, first-served basis.

1.5 Definitions of Sections and Seniority

The Clerk craft shall be a separate section for all purposes.

Article 2: Annual Leave

2.1 General Provisions for Annual Leave

A. Vacation rosters shall be broken into Monday through Sunday weeks, and, to the maximum extent possible, no employee shall be involuntarily scheduled to work on non-scheduled days that are adjacent to their scheduled vacation.

B. Employees shall use the number of hours of annual leave for a choice vacation week that they would normally have worked in that week; however, employees may at their option, use up to forty hours of annual leave per vacation week.

2.2 Choice Vacations

A. The choice vacation period shall be from the first day until the last day of the leave year.

B. There shall be one vacation slot in each week.

C. Starting on December 1, employees shall, in order of seniority, be allowed to select full weeks of vacation up to the number of weeks allowed under Article 10.3D of the National Agreement; employees may, at their option, make one continuous selection or two non-consecutive selections.

D. Immediately following the first rotation, the Postmaster will make their selection and then the vacation roster shall be rotated a second time and employees, by seniority, allowed to take up to four additional full weeks, subject to accrued or foreseeable leave balance.

E. No employee shall hold up the vacation roster for more than two working days on either rotation; employees who lose their place in rotation shall be entitled to regain the roster when ready to make their selection, but shall not be entitled to bump junior employees who have made selections in the interim.

F. On those week(s) in which as many craft employees as there are vacation slots are not scheduled off on leave, all requests for annual leave shall be approved to the maximum extent possible.

G. Employees who are called for court service during their scheduled vacation may, at their option, cancel that week and make another selection from the remaining available weeks. Leave requests for union conventions and/or seminars will not count against the choice selection period.

2.3 Incidental Requests

A. An updated vacation schedule shall be conspicuously posted throughout the year.

B. Incidental requests for annual leave shall be made on PS Form 3971, and, wherever feasible, be personally delivered to the employee's immediate supervisor.

C. Except in circumstances of extreme need, incidental requests for annual leave shall be granted on a first-come, first-served basis.

D. On those day(s) in which as many craft employees as there are vacation slots are not scheduled off on leave, all requests for annual leave shall be approved to the maximum extent possible.

E. Incidental annual leave requests shall be approved or disapproved:

1. Within one hour, if leave is requested for the same day on which submitted;
2. By the employee's end tour, if requested for the following day;
3. By the employee's next day end tour, if requested two or more days in advance;

F. Disapproved 3971's shall be maintained showing the date and time submitted, and, should leave become available, it shall be granted in the order it was requested.

2.4 Canceling Choice Vacations

A. In those weeks in which all slots are filled, an employee shall not be allowed to work on any day of their choice vacation week.

B. Employees who cancel a vacation selection shall provide written notice to their immediate supervisor at least ten calendar days prior to the start of such vacation. Exceptions may be approved if agreed to by the employer and the union.

C. Vacation selections of employees who leave the installation shall be treated as cancelled.

D. The employer may cancel an employee's scheduled vacation due to insufficient annual leave by providing written notice to the employee at least ten calendar days prior to the start of the vacation; normally, insufficient annual leave shall be defined as less than fifty percent of the leave needed to cover the vacation week.

E. All cancelled choice vacation selections shall be reconvened, by seniority.

Article 3: Scheduling

3.1 Regular Schedules

A. All regular positions shall have fixed non-scheduled days.

B. To the maximum extent practicable within operational needs, all regular positions shall have consecutive non-scheduled days and be non-scheduled on Saturday and/or Sunday.

3.2 Posting and Bidding

A. All job postings shall be posted for a minimum of ten calendar days, unless canvassed; postings of awards shall be made within two business days of the close of posting.

B. The Local Union President and/or steward shall be provided with copies of all job postings and awards, including canvassing and PTF conversions.

C. Wherever practicable, bidding within a unit shall be accomplished by canvassing eligible employees in order of seniority; canvassing shall consist of circulating a written description of the vacant position, with spaces for employees to sign indicating that they are accepting or declining the position.

D. Successful bidders or applicants, including PTF's being converted to regular, shall be assigned or detailed to their new positions on the Saturday following award; assignment may be delayed with the consent of the union.

E. Bid positions shall be reposted if:

1. the non-scheduled days are changed;
2. the reporting time on any day is changed by more than one hour;
3. the duties are changed by more than 50% in the clerk craft;
4. measurement of all such changes shall be cumulative, based on the position as last awarded.

3.3 Overtime Scheduling

A. The overtime desired lists shall be conspicuously posted, and a copy provided to the Union.

B. Except in unforeseeable circumstances, employees shall be:

1. notified forty-eight hours in advance of working a non-scheduled day;
2. notified one hour in advance of working each hour over eight hours, including notification of the general anticipated duration of the overtime;
3. given an opportunity to notify their families, make calls for transportation, etc.

C. Prior to using mandatory overtime, management will make reasonable efforts to solicit volunteers with the necessary skills from the overtime mandatory list.

3.4 Holiday Scheduling

Employees shall be scheduled for holidays, subject to necessary skills, in the following order:

1. Casuals;
2. Part-time flexibles;

3. Volunteers whose designated holiday it is, by seniority;
4. All other volunteers selected by seniority.
5. Non-volunteers whose designated holiday it is, by juniority.
6. All other non-volunteers, by juniority.

Article 4: Light Duty

Section 4.1 Number Of Light Duty Assignments

- A. Light duty assignments will be in accordance with Article 13 of the National Agreement.
- B. The reassignment of any employee to a temporary or permanent light duty assignment shall not be made to the detriment of any full-time regular bid assignment.

Section 4.2 Method of Reserving Light/Limited Duty Assignments

- A. Limited duty is provided to employees who have physical limitations, identified by a qualified treating physician, resulting from an on-the-job injury. Light duty is provided, in accordance with Article 13 of the National Agreement, for limitations caused by off-the-job injuries or illnesses and must be requested in writing by the employee.
- B. APWU bargaining unit employees shall maintain the same tour of duty and non-scheduled days as their assignments to the maximum extent possible
- C. All limited duty employees will be assigned duties within their own craft prior to being assigned work in another craft, and the names, assigned duties and craft designations of all employees on limited/light duty will be supplied to the union.
- D. In no case shall an employee from another bargaining unit be given a temporary or permanent light duty assignment in the clerk or maintenance crafts.
- E. The union shall be notified of all requests for light duty and all denials of light duty requests.

Section 4.3 Identifying Light/Limited Duty Assignments

Light duty assignments should include, but are not necessarily limited to:

- A. Distribution of letters and flats;
- B. Miscellaneous clerical duties (such as postage due and business reply mail, handling and distributing accountable mail, box rental forms, second notices, individual verification of UBBM, letter repairs, answering phones, claims and inquiries, etc.);
- C. Delivering express and special delivery mail;
- D. Custodial duties within the employee's limitations.

This Memorandum of Understanding is entered on **May 1, 2007** at Sunset Beach, California 90742, 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, Sunset Beach Installation pursuant to the Local Implementation provision of the **2006-2010** National Agreement.

For the US Postal Service
Corinne Brubaker, Postmaster
Sunset Beach, California

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