

2006-2010
Local Memorandum of Understanding
United States Postal Service - Pico Rivera, California 90660
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 Pico Rivera, California Post Office and the American Postal Workers Union, Southwest Coastal Area Local.

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 Memoranda of Understanding has no force and effect with respect to employees in craft units not represented by the Union party to this Agreement.

SECTION 1 - WASH UP TIME

The installation head shall grant reasonable wash up time for employees who perform dirty work or work with toxic materials before lunch and at end of tour.

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

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

D. 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 - LEAVE PROGRAM

A. Basic Agreement.

1. A vacation selection schedule shall be made available to clerks and maintenance employees signing up for annual leave by December 1st.
2. The choice vacation period shall be from the first Monday in April through the first Sunday in October, plus Thanksgiving week and one person allowed off the week between Christmas and New Year's.

3. The maximum number of employees who shall be granted scheduled leave during the choice vacation period shall be as follows:
 - a. Clerks - 2
 - b. Maintenance - 1
4. On the first selection, each employee according to seniority will have forty-eight (48) hours to choose his or her vacation period of up to ten (10) days or fifteen (15) days of continuous annual leave during the choice period, or each employee may sign for yearly allotted vacation outside the choice period during the first selection of annual leave. The ten (10) or fifteen (15) days is based on the amount of annual leave each employee has earned.
5. After the first selection cycle is completed, employees shall be given a second opportunity to select any remaining leave according to seniority.
6. The vacation period shall start on Monday. Exceptions may be granted by agreement among the employee, his union representative and the employer.
7. In case of canceled annual leave within the choice period, the vacant period shall be posted for bid if canceled within two (2) weeks of scheduled leave. It shall be posted for a period of five (5) days and awarded by seniority. If leave is canceled less than two (2) weeks, management shall make every effort to notify employees of vacant periods by announcing on tours and/or posting.
8. Upon completion of approved vacation schedule, a copy of the schedule will be posted in a place easily accessible to all employees.
9. An applicant for annual leave shall be notified three (3) days before leave time requested of its approval or disapproval provided application is submitted five (5) working days prior to date of leave. If no notice is given by the responsible supervisor, then applicant may regard the application approved.

B. Annual Leave Units.

1. Clerks Employees
2. Maintenance Employees

C. Jury Duty and Attendance at Conventions.

Being chosen for jury duty and attendance at National or California State APWU conventions shall not be charged to the choice vacation period, provided that only one (1) employee from each craft attends National or State conventions (assemblies) at any one (1) time.

D. Attendance at Union Activities.

Annual leave to attend union activities requested prior to determination of the choice vacation schedule shall be part of the choice vacation plan.

SECTION 13 - HOLIDAYS

Schedule qualified employees to work on a holiday or their designated 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 regular volunteers:
 - a. Regulars whose regular schedule includes that day, selected by seniority on a rotating

basis.

- b. Regulars whose regular schedule does not include that day, selected by reverse seniority on a rotating basis.

Qualified employees are those having the skills needed.

SECTION 14 - OVERTIME DESIRED LIST

The Overtime Desired List shall be by sections:

1. Clerks Employees
2. Maintenance Employees.

SECTIONS 15-17 - LIGHT DUTY ASSIGNMENTS

Light duty assignments are defined as any available work which the employee is physically able and qualified to perform as determined by a licensed physician or chiropractor.

SECTION 19 - PARKING

All parking spaces on the south side of this installation shall be assigned to the clerks and maintenance employees working in this installation. Those parking spaces in back of this installation not reserved for carriers shall also be available to the clerks and maintenance employees.

SECTIONS 21-22 - SENIORITY AND POSTING

A. Seniority List.

1. The seniority list 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. A copy shall be furnished to the Union.

B. Posting.

1. Vacant duty assignments will be posted Wednesday at noon, removed the following Wednesday at noon with the results posted that same day and the successful bidder shall be placed into the new assignment no later than fourteen (14) days after the award is made.
2. A duty assignment shall be declared vacant and posted in the manner prescribed when:
 - a. Starting time is changed more than one (1) hour
 - b. Entire scheme is added or taken away from a bid position.
 - c. If a distribution or window relief position is changed to a full-time window position.
 - d. If typing requirements are added or deleted from a bid position.

Miscellaneous Provisions

LABOR-MANAGEMENT MEETINGS

A. The parties to this Agreement shall meet the 2nd Wednesday of each month. The meetings shall be convened at a time agreeable to both parties.

B. It is agreed that agenda items for discussion at the monthly meeting shall be exchanged by the parties of this agreement at least one (1) full work day before the scheduled meeting. Items not placed on such agenda shall be discussed only by mutual consent of the parties.

SCHEDULE FOR WEARING UNIFORMS

Window clerks will wear only authorized clothing, but will be governed by personal body temperatures and comfort. The wearing of the jacket by one clerk does not necessitate the remaining clerks to wear their jackets.

EMPLOYEES WORKING CODE

A. Basic Agreement

1. Clerks shall be used equitably on stand-up jobs, particularly on flat cases.
2. Employees will not be reprimanded in the presence of other non-supervisory employees.
3. Case checks shall be made by supervisors only while clerk who worked the case is present.
4. Overtime shall be on a voluntary basis unless mail volume or other emergency conditions dictate otherwise. As far as possible, clerks shall be notified one (1) hour prior to the end of tours when asked to work overtime.
5. A uniform policy shall be established and implemented assigning all new employees to all anticipated duties. They shall be given experience in duties to ensure fair treatment to all, so each clerk may be evaluated on all phases of the job.
6. As per Article 14, Section 1. of the National Agreement, a minimum of two (2) employees shall be on duty, on the floor, during scheduled working hours, work load permitting.
7. Supervisors shall not perform employees' duties, except as listed in job description.

This Memorandum of Understanding entered on **May 31, 2007**, between the representatives of the United States Postal Service, Pico Rivera, California Installation and the American Postal Workers Union, AFL-CIO, Southwest Coastal Area Local, pursuant to the Local Implementation Provisions of the **2006-2010** National Agreement.

For the US Postal Service
Anthony W. Hernandez, Postmaster
Pico Rivera, California

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