

**2006-2010
Local Memorandum of Understanding
United States Postal Service - San Clemente, California 92672
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 San Clemente, California Post Office (hereinafter referred to as the “Employer”) and American Postal Workers Union, AFL-CIO, Southwest Coastal Area Local (hereinafter called the “Union”), on personnel policies and working conditions.

B. This 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 agent.

SECTION 1 - WASH UP TIME

Installation head shall grant reasonable wash-up time to those employees who perform dirty work or work with toxic materials.

SECTION 2 - ESTABLISHMENT OF WORK WEEK

There shall be established a regular work week with fixed days off.

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

After a thorough review of local authority declarations when Postal authorities declare an emergency condition exists which endangers the well-being of the employees, they shall take prompt action to alleviate such danger.

At such times when an employee is outside the office and management communications to him regarding the emergency which may affect his well-being cannot be given him in a timely manner, it is natural for the employee to determine the proper actions to take based upon his mature good judgment; when and if such is done, he shall communicate with management as soon as possible.

SECTIONS 4-12 - ANNUAL LEAVE

A. Vacation week will be considered to start on Sunday and will end on the following Saturday after the normal workday.

B. The choice vacation period shall be the last full week in May through the first full week in September.

C. The vacation leave year shall be the postal leave year, excluding the full two weeks prior to December 25.

D. For annual leave schedules, the installation shall be one section.

E. During the vacation year a maximum of two (2) full time regular window clerks will be allowed off at one time.

F. If during the life of this agreement it should occur that the annual leave accrued shall be other than needed to assure compliance with Article 10, Section 30 1 and 2, the number of clerks off during any one period will be adjusted accordingly.

G. The APWU assumes the responsibility in assigning the priority in bidding for vacation.

H. Attendance to state and national conventions will be charged to the choice vacation period. Any employee who is called for jury duty during the choice vacation period shall be eligible for another choice period, if a vacancy exists.

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. Each employee shall be given a copy of PS Form 3971 indicating approval for open weeks at the time of selections. Employees must have sufficient earned leave available to cover their request.

Earning 13 days = 10 days

Earning 20 days = 15 days

Earning 26 days = 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 the canceled leave) shall remain open for application on 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 employee requests for leave during the vacant periods provided such request has 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. The maximum number of employees to receive leave each week during the vacation period shall be twelve percent (12%) maximum. Standard rounding off procedures will be: .49 or less, drop; .50 or more, increase to next higher number.

K. The approved vacation schedule when completed and posted shall be the official notification to the employee of the vacation schedule approved for him/her.

L. The leave schedule shall be made available by management no later than November 20 and be returned to management no later December 20 preceding the vacation year.

M. All leave will be bid on a seniority basis, based on the seniority list.

N. Canceled leave will be on PS Form 3971. Canceled leave will be posted on Tuesday, noon, removed Friday, noon, with results posted on Saturday. Leave canceled less than fourteen (14) days in advance is not subject to reposting. Leave not canceled prior to close of business on Monday of the week prior shall be required to take the scheduled leave.

SECTION 13 - HOLIDAYS

After exhausting all qualified casuals and qualified PTF's, the following order shall be the method of selection:

1. Full time qualified employees who normally are scheduled to work that day and who volunteer.
2. Full time qualified employees who do not volunteer, by juniority.

SECTION 14 - OVERTIME DESIRED LIST

Overtime desired list shall be by section. For this purpose, the entire facility and stations comprise one section.

Maintenance employees are considered a separate section.

SECTIONS 15-17 - LIGHT DUTY

Light duty assignments will be in accordance with Article 13 of the National Agreement.

SECTION 18 - EXCESSING WITHIN THE INSTALLATION

For purposes of applying Article 12, the entire installation shall be considered one section.

SECTION 20 - UNION ACTIVITIES

Attendance to Union activities such as state and national conventions will be charged to choice vacation period and the selection will be one of the three. A maximum of three (3) persons plus those attending Union activities will be allowed during the choice vacation period.

SECTION 22 - SENIORITY AND POSTING

- A.** Bids will be posted Tuesdays at 10:00 AM, removed the following Tuesday at 10:00 AM with results posted that same day.
- B.** Successful bidders will be placed in new assignments within fourteen (14) days.
- C.** Change of more than one (1) hour in the daily work day schedule of a position will require it to be reposted.
- D.** A 50% change in duties (means actual duties performed) will require the duty assignment to be reposted.

This Memorandum of Understanding is entered on **May 17, 2007** at San Clemente, California 92672, 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, and San Clemente Installation pursuant to the Local Implementation provision of the **2006-2010** National Agreement.

For the US Postal Service
Kathy Owens, Postmaster
San Clemente, California

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