

2006-2010
Local Memorandum of Understanding
United States Postal Service - Los Alamitos California 90720-9998
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 and Agreement between the Los Alamitos, CA Post Office and the American Postal Workers Union, AFL-CIO, Southwest Coastal Area Local.

B. This 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. This 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 - ADDITIONAL WASH-UP PERIODS

When an employee is assigned to perform “dirty” work or work with toxic materials, the employee will be allowed reasonable wash up time.

SECTION 2 - HOURS OF WORK

The established work week for regular employees in the bargaining unit shall be five (5) days with either fixed or rotating days off. Fixed days off will be consecutive, as far as practicable. Rotating days off are defined as being one fixed day off and the other one rotating through seven days.

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

Curtailement or termination of postal operations will conform to orders of local authorities designated to control the general public in emergency situations or as local conditions warrant. The installation head will give every consideration toward the protection and safety of personnel.

SECTION 4-12 - LEAVE

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

B. Leave sections shall be:

1. Window Section -All clerks with current, active window responsibilities.
2. All Other Areas -All clerks without current, active window responsibilities.

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

D. If requested, at least 15 percent (15%) of the clerks (full-time and part-time) in the installation shall be granted annual leave each week during the choice period.

E. During the first round of sign-ups, an employee may make two (2) selections, in units of either five (5) or ten (10) days, the total not to exceed the ten (10) or fifteen (15) days in Article 10, Section 3, D, 3 of the National Agreement.

F. During the second round of sign-ups, an employee may select the remaining leave to be taken during the leave year.

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

H. The mutual exchange or trading of vacation periods shall not be allowed.

I. 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(s) 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.

J. Employees required to be absent 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.

K. Employees shall be notified in writing of the vacation schedule that has been approved. This notice shall be in the form of a duplicate Form 3971, which shall show the dates of the approved leave and the signature of the supervisor.

L. Once the regular sign-up has been concluded, any weeks still open shall be approved on a first come, first served 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 the senior person.

M. Requested leave in units of less than a full week (occasional leave) shall be submitted during the ten (10) calendar day period ending at 3:00 P.M. Monday prior to the service week in which the annual leave is desired. Seniority will determine approval of requests received on the same day. All requests are subject to the fifteen percent (15%) maximum.

N. In the event previously approved leave periods are canceled it must be in writing at least two (2) weeks prior to the starting date of the scheduled leave. Canceled leave will be in units of full weeks only. All canceled leave will be posted by 11:00 A.M. on Monday, and remain posted until 11:00 A.M. Wednesday. Preference will be given to the senior employee if two (2) or more applications are received on the same day. Full-week bids will have preference over single day(s) bids. Failure to cancel by the deadline will cause the employee to take the annual leave as scheduled, only if the leave board is full.

SECTION 13 - HOLIDAYS IDESIGNATED HOLIDAYS

A. Assign all Casuals, even if overtime is necessary.

B. All part-time flexible employees shall be assigned to the maximum extent, even if the payment of overtime required.

C. Full-time employees volunteering to work shall be given first preference by seniority, after the provision of item "A" above are met.

D. If the provisions of items "A" and "B" do not produce sufficient employees to meet service needs, part-time fixed schedule employees shall be utilized on a voluntary basis by seniority.

E. In the event the provisions of “A”, “B”, and “C” do not produce sufficient employees to meet service needs, part-time fixed schedule employees shall be assigned by juniority.

F. In the event the provision stated above do not produce sufficient employees to meet service needs on a holiday, full-time employees shall be assigned by juniority.

G. In the event an employee has approved full week annual leave prior to, and/or following and/or day designated as a holiday, he/she will not be required to work their non-scheduled day or day designated as their holiday.

SECTION 14 - OVERTIME DESIRED LIST

The Overtime Desired List will be established by section.

1. Window Section.
2. All other areas.

SECTION 15-17 - LIGHT DUTY

A. Light duty assignments are established as follows:

1. Employees requesting light duty in the clerk craft shall be allowed to work their regular hours of duty on distribution or other duties as they are physically able to perform.
2. Maintenance craft employees requesting light duty shall be allowed to work their regular hours of duty on their assigned positions, consistent with their physical capabilities.

B. No light duty assignment shall displace a full-time or part-time employee.

SECTION 19 - PARKING

Except for those parking spaces designated for postal management, government vehicles, and SCAQMD regulations, available parking spaces will be on the first come, first served basis. Any changes in parking, the union will be notified for input prior to implementation.

SECTIONS 21-22 - SENIORITY AND POSTING

A. Notices inviting bids for new or vacant tours shall be posted for a period of seven (7) calendar days. Successful bidder must be placed in the new assignment within twenty-one (21) calendar days. Management will notify the organization if vacant position is not to be posted within ten (10) calendar days of vacancy.

B. In all assignments and matters concerning the rights of employees, the spirit and intent of seniority shall prevail.

C. The employer will furnish the union with an updated seniority list or changes in bids or jobs on a quarterly basis.

D. Any changes of the bids must be discussed with the union, unless it is one (1) hour or less change in starting or ending time before it is posted.

E. The “Other Duties as May be Assigned” will be done after the primary duty is done, except in an emergency, as determined by management.

F. Advance information of one (1) week to local on any permanent or temporary changes of two (2) weeks or more in the work week of full time, regular scheduled employees for individual assignments.

MISCELLANEOUS

LABOR-MANAGEMENT MEETINGS

A. Labor-Management meetings shall be scheduled to be held once a quarter, January, April, July and October and will be held on the clock. Meetings will be held on the third Wednesday of the month at 9:00 A.M. in the Postmaster's office. Time and date may be changed by mutual consent.

B. Items of agenda will be submitted at least forty-eight (48) hours prior to the meeting.

C. Old business shall be called for at the opening of each meeting and must be submitted as the first item of business on agenda by party who desired discussion.

D. The minutes of these meetings will be furnished to the organization for review within five (5) days after the Labor-Management meeting. The minutes shall cover exclusively the agenda items in the discussion only.

E. The scheduled Labor-Management meeting does not preclude representatives of the exclusive organization from meeting with management for purpose of discussing current projects, new programs, mail operations and processing activities and such other programs as effect the clerk craft.

SAFETY AND HEALTH

A Safety and Health Committee shall be established in accordance with Article 14, Section 4 of the National Agreement. This committee shall meet on the third Tuesday of each quarter, January, April, July and October in the Postmaster's office at 9:00 A.M. This time and date may be changed by mutual agreement. The union will assign a member to this committee.

This Memorandum of Understanding is entered on **May 1, 2006**, at Los Alamitos, California, between the representatives of the United States Postal Service and the designated agent of the Union signatory to the National Agreement, the American Postal Workers Union, AFL-CIO, Southwest Coastal Area Local, pursuant to the Local Implementation Provision of the **2006 - 2010** National Agreement. This Memoranda of Understanding constitutes the mutual agreement on matters relating to local conditions of employment, but does not preclude further negotiations on items subsequently agreed to on the National level provided they are negotiable locally.

For the US Postal Service
Jose G. Martinez, Postmaster
Los Alamitos, California

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