

**2006-2010  
Local Memorandum of Understanding  
United States Postal Service - Silverado, California 92625  
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 Silverado, California Post Office and Southwest Coastal Area Local, American Postal Workers Union.

**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**

Employees who perform dirty work or work with toxic material will be granted reasonable wash up time.

**SECTION 2 - WORK WEEK**

Full time regular normally will work Monday-Friday, however when PTF is on vacation the schedule changes.

**SECTION 3 - EMERGENCY CURTAILMENT OF OPERATIONS**

**A.** Curtailment of postal operation upon notice of local competent authority or as emergency conditions occur, as determined by the Employer; the employer shall promptly take action to protect the safety and well being of all employees by evacuating postal facilities or releasing employees from duties. Local competent authority is defined as local officials responsible for community safety.

**B.** Any lost time or type of leave to be given shall be charged according to existing regulations or special orders that may be given.

**SECTION 4-12 - VACATIONS**

**A.** Annual Leave Program:

1. The vacation leave year shall be the Postal leave year.
2. There will be two rounds for annual leave sign up. Employees will be allowed to sign up for up to ten (10) or fifteen (15) days, one (1) or two (2) choices, based on their leave category on the first sign up and will be allowed to sign for all remaining leave during the second sign up round, no more than one window clerk or one PTF will be off on any given week.
3. One employee per week will be allowed off.
4. The selection order shall be Postmaster, Full Time Clerk, Part Time Flexible Clerk, Carrier, and Carrier Relief.

**B. Bidding procedures:**

1. Vacation signing by seniority shall be through the month of December on 3971's in duplicate.
2. Employer shall return an approved copy to employee, within seventy-two (72) hours, if submitted in duplicate.
3. Management shall contact employee according to seniority.
4. Employer shall contact employees two (2) days prior to his turn to bid.
5. When it is an employee's turn to select annual leave he will have forty-eight (48) hours to make his/her selection.
6. When the schedule has advanced beyond an employee for lack of signing, that employee will be afforded the opportunity to sign at any time that he later makes his wishes known. Bids shall be for available periods still remaining.
7. Vacation weeks will begin on Monday and end on Sunday.

**C. Cancellation procedure:**

1. A minimum of two (2) weeks notice must be given by an employee who wishes to cancel a scheduled vacation period.
2. Employees who do not have sufficient annual leave time to their credit for periods signed up for shall be required to cancel all periods involved.
3. Canceled annual leave shall be announced in accordance with 1. above and awarded by seniority within five (5) days.

**D. Casual Leave:**

1. The above leave percentages will be applied to casual leave requests if the request is submitted as listed in item 2 below.
2. Casual leave will be awarded on a first come, first served basis.
3. If more than one request is received on the same day, seniority will prevail.

**E. Annual Leave for State and National Conventions:** Annual leave for state and national conventions shall be given maximum consideration.

**SECTION 13 - THE METHOD OF SELECTING EMPLOYEES TO WORK ON A HOLIDAY OR DESIGNATED HOLIDAY**

**A.** Casual employees, even if overtime is necessary.

**B.** Full-time and part-time regulars who have volunteered to work on a holiday and whose holiday it is. Such employees shall be selected on a seniority basis.

**C.** Full-time and part-time regulars who have volunteered to work on the holiday and whose holiday it is not. Such employees shall be selected on a seniority basis.

**D.** Part-time flexibles, even if overtime is necessary.

**E.** Full-time and part-time regulars who have not volunteered to work on the holiday and whose holiday it is. Such employees shall be selected on a juniority basis.

**F.** Full-time and part-time regulars who have not volunteered to work on a holiday and whose holiday it is not. Such employees shall be selected on a juniority basis. It is understood that qualified employees are those having the necessary skills. It is not the intent of this language to use regulars over PTF's if there is less than eight (8) hours of work on the holiday.

#### **SECTION 14 - OVERTIME**

The Overtime shall be in accordance with Article 8 of Collective Bargaining Agreement. There currently is one full time regular.

#### **SECTIONS 15-17 - LIGHT DUTY**

Light duty is defined as any available duties the employee is able to perform as determined by a licensed physician or licensed chiropractor.

It is understood the employee must have the required skills needed.

#### **SECTION 18 - REASSIGNMENTS**

When it is proposed to reassign within the installation employees excess to the needs of a section, the entire installation shall comprise the section.

#### **SECTION 19 - PARKING**

No problem exists at this time; however, should a problem arise during the life of this Agreement, it shall be subject to a Labor-Management discussion.

#### **SECTIONS 21-22 - SENIORITY AND POSTING**

**A.** Employees applying for an assignment shall make a bid in writing to the supervisor in charge of the Silverado Post Office during the periods for which the notice is posted. The employee will receive a dated written receipt for such bid.

**B.** Successful bidders for posted assignments shall accept the non-work days that accompany the new assignment and be awarded the position in accordance with Article 37 of the Collective Bargaining Agreement.

**D.** The names of doctors and medical facilities where an employee can report, in the event of an accident, injury or dog bite, shall be posted in a prominent place in the post office, and, where a delay in medical treatment would result in further harm, the employee may go to any available doctor or medical facility for emergency treatment. It shall be the responsibility of management to see that an injured employee is taken to a facility for treatment in emergency situations.

**E.** An employee will be placed in a new bid within ten (10) days.

## MISCELLANEOUS PROVISIONS

### **Christmas Meeting:**

**A.** During the month of November, representatives of Management and the Union shall meet for the purpose of consulting and preparing local policies to be established in the local Christmas operation.

**B.** Minutes of Labor-Management meetings shall be kept and copies shall be exchanged and initialed by the parties for verification. Any policy reached at such meetings shall be reduced to writing and signed by both parties.

### **Stand Up Meeting:**

At least once each week the Supervisor in Charge will hold a stand up meeting informing employees of current changes in office policies or procedures. Any official printed notices, which have a direct bearing on employees, shall be read and explained. These notices shall then be placed on the appropriate bulletin board. Meetings will be held to five (5) minutes or less.

### **Equipment:**

**A.** Assignment of any new equipment for employee duties shall be by seniority, except when justification can be proven otherwise.

### **Official Personnel Folder:**

**A.** All employees shall, upon request, have the right to inspect their Official Personnel Folder; the Local President or his designee shall also have the right to inspect an employee's Official Personnel Folder if requested in writing to do so by the employee.

**B.** All employees shall receive a written notification or copy of all material that is placed in their Official Personnel Folder.

This Memorandum of Understanding is entered on **May 1, 2007**, at Silverado, California 92625, 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 Silverado Installation pursuant to the Local Implementation Provision of the **2006-2010** National Agreement.

---

For the US Postal Service  
Carol Preimesberger, Postmaster  
Silverado, California

---

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