

2006-2010
Local Memorandum of Understanding
United States Postal Service - Yorba Linda, California 92886
and
American Postal Workers Union, AFL-CIO—Southwest Coastal Area Local

National Agreement
Article 30
Recognition

PARTIES TO THE AGREEMENT

A. This Memorandum of Understanding entered into to supplement the nationally negotiated agreement represents and constitutes an agreement between the Yorba Linda, California Post Office and the American Postal Workers Union, AFL-CIO, Southwest Coastal Area Local.

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 representative.

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

SECTION 2 - WORK WEEK

The regular work week shall be five (5) consecutive days, as far as practicable, with fixed days

SECTION 3 - GUIDELINES FOR 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 the 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 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

A. The employer shall, not later than November 1, publicize on bulletin boards and by any other appropriate means the beginning of the new leave year.

B. The choice vacation period shall be the first day of the first full pay period in January through the last full week in November, plus the week following Christmas.

C. The beginning day of an employee's vacation shall be Monday, unless mutually changed between the employer and the employee.

D. Time limit for bidding on each round for annual leave, after being contacted by a member of management is seventy-two (72) hours, for each employee.

E. Sign-up period for leave purposes shall commence November 1 and end December 31.

F. All time bid in the first round must be consecutive and in increments of five (5) days.

G. The number of employees off during the leave year at any one time shall be a minimum of twelve percent (12%) by section. The sections are defined as:

1. Maintenance.
2. Distribution Clerks.
3. All Others

H. Employees shall submit bids for leave on form 3971 provided by the employer in duplicate, with seniority number in upper right hand corner. A copy of form 3971 shall be returned to the employee indicating vacation approval.

I. Employees required to absent themselves for the purpose of serving on jury duty or to attend National or State Conventions shall not have such time charged to the choice vacation period, and such employees shall not be required to forfeit a previously scheduled choice vacation period.

J. After the first round bidding has been completed, all employees, in seniority order, may then bid all remaining leave time open, in increments of five (5) consecutive days, not to exceed the amount of annual leave the employee has available.

K. All leave time remaining open after the second round of bidding will be granted when the needs of the service permit, upon individual application and in order of their receipt. If two (2) or more employees submit applications for leave on the same day, ending close of business at 1700 (5:00PM), requesting all or part of the same leave period, the application of the senior employee will be granted.

L. Notification of bid-and-granted leave periods must be received in writing by management a minimum of ten (10) days prior to the commencing day of the leave being canceled. Otherwise, the scheduled leave must be taken. Canceled leave periods will be posted and open for bid for four (4) days.

SECTION 13 - HOLIDAYS

A. Schedule qualified employees to work on a holiday or 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. Regulars who have volunteered to work on the holiday, selected by seniority on a rotating basis.
4. Regulars who have not volunteered to work on the holiday, selected by reverse seniority on a rotating basis from those employees whose regular schedule includes the holiday.

SECTION 14 - OVERTIME

A. The overtime desired list shall be in accordance with Article 8 of the National Agreement and shall be posted by sections. Sections are defined as follows:

1. Maintenance.
2. Distribution Clerks.
3. All Others.

SECTION 18 - SECTIONS FOR REASSIGNMENT

A. To define sections for reassignment within the installation for employees excess to the needs of the section, sections shall be:

1. Maintenance.
2. Distribution Clerks.
3. All Others.

SECTIONS 21-22 - SENIORITY AND POSTING

A. Vacancies.

1. A position shall be declared vacant and posted in the manner prescribed when:
 - a. A present clerk position is changed to a full-time window assignment.
 - b. Starting time is changed more than one (1) hour.
2. A copy of all positions going up for bid shall be given to the Union. Copies of the awards shall be given to the Union President or his designee at his request.

B. Vacant tours shall be posted for seven (7) days and the successful bidder shall be placed into the new assignment no later than sixteen (16) days after the award.

C. A seniority list shall be posted and a copy sent to the local Union office not less than the tenth (10th) day of the calendar quarter, if there are any changes.

LABOR-MANAGEMENT MEETINGS

A. Labor-Management meetings shall be held the first Tuesday of each quarter, in the Postmaster's office

B. Agenda for discussion at all Labor-Management meetings must be exchanged between the parties twenty-four (24) hours in advance of the scheduled meeting. Items not on the submitted agenda will not be deemed proper for discussion, except by mutual consent of all parties.

UNIFORMS

A. The choice of uniform shall be left to the discretion and comfort of the individual employee as long as the chosen uniform is complete in every detail as specified in guidelines set forth by the National Joint Labor- Management Uniform Committee.

This Memorandum of Understanding is entered on **May 1, 2007**, at Yorba Linda, California, 92686, 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, Yorba Linda Installation pursuant to the Local Implementation provisions of the **2006-2010** National Agreement.

For the US Postal Service
Arnold Garcia, Postmaster
Yorba Linda, California

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