

2006-2010
Local Memorandum of Understanding
United States Postal Service - Laguna Beach, California 92677
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 Laguna Beach, California Post Office (hereinafter referred to as the "Employer") and the American Postal Workers Union, AFL- CIO, Southwest Coastal Area Local (hereinafter called the "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

The employer will continue to provide reasonable wash-up time in relationship to the duties performed, prior to lunch, prior to end of tour and on an as needed basis.

SECTION 2 - WORK WEEK

The regular work week for full-time employees shall be five (5) days, with fixed days off and rotating days off. Bids duty assignments that may become vacant shall remain with fixed days off unless mutually agreed upon by management and the union.

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

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.

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.

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

SECTIONS 4-12 - LOCAL LEAVE PROGRAM

A. Formulation of Local Leave Policy.

1. The amount of employees which can be off by sections shall be ten percent (10%) during the choice vacation period. The amount of employees in each section shall be reduced to no more than ten percent (10%) during the remainder of the year. If the 10% does not provide sufficient leave slots to meet the provisions of National Agreement Article 10 Section 3 D provisions, the choice leave period slot will be increased another slot column. For all other situations, normal round off procedures apply .49 or lower round down to whole number and .5 or higher round up to next whole number.

Additional column added in accordance with Section 4-12 A 1 will be open for the entire leave year with the exception of the Martin Luther King holiday week, the Columbus Day holiday week, and the first two weeks of December.

2. The duration of the choice vacation period shall be the first week in May through the first full week in September, **including the week before and after Easter**, the Thanksgiving week and **the week before and after December 25**.
3. The beginning day of an employee's vacation period shall be Monday.
4. 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. Notification will be posted by time clock at least 48 hours prior to the employee being required to sign their vacation period for the first cycle, 24 hours for the second cycle and the employee will be allowed one (1) to decide when to notify of the third cycle.

Earning 13 days per year = 10 days
 Earning 20 days per year = 15 days
 Earning 25 days per year = 15 days

In the first (1st) 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 (2nd) cycle of bidding shall be for the remaining leave the employee will earn during the year according to seniority.

During the third (3rd) 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 (3rd) cycle is complete vacancies in annual leave (other than canceled leave) shall remain open for application on a first come, first served basis. Employees may make application for any part of or whole week on PS Form 3971. The installation head will honor all requests for leave during vacant periods provided such requests have 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.

After the third (3rd) cycle the additional column added due to Section 4-12 A 1 will have all open weeks closed.

5. Employees must have annual leave balance to cover the annual leave selection. If not, the annual leave selection choice must be relinquished and posted.
6. Jury duty will not be part of the choice vacation period if the employee notified his/her supervisor two (2) weeks in advance of their due vacation period.
7. Jury duty will not be part of the employee's day off. Employee's days off that conflict with jury duty will be allowed a schedule change.
8. By January 1st of each convention year, the union shall notify the employer of the number of weeks to be reserved (and what weeks) for delegates of the union who will be attending the state and national conventions. The names of the delegates will be furnished to the employer four (4) weeks in advance of the convention. This time will be part of the choice vacation period.

B. The sections for annual leave are as follows:

- Laguna Niguel - Distribution Clerks
- Laguna Niguel - Window & Support Clerks, includes Bulk Mail, Supply Clerk, SSPC, General Clerk(s), Administrative Clerk(s).
- Playa Station and South Laguna - All Clerks, one (1) per week.
- Laguna Hills - Distribution Clerks.
- Laguna Hills - Window & Support Clerks.
- 22 Journey - All clerks.

Aliso Viejo - All clerks.
Maintenance - One (1) per week.

C. Following approval of the employee's leave request, the immediate supervisor shall deliver to the employee a duplicate signed PS Form 3971 showing the approved dates.

D. By November 1, notice will be posted on all official bulletin boards of the start of bidding for the new leave year. The vacation leave year shall be for the entire calendar year, (excluding the first three (3) weeks in December). **The leave year will begin the USPS leave.**

E. Vacation time allowed to any employee who changes his/her tour or station (by bid, or by appointment) is not to be considered as relinquished vacation time in the original station or tour, but will follow the clerk to the new station or tour.

F. Canceled leave will be for full weeks only. All canceled leave periods will continue to be posted for three days in designated place. Bids will be open and awarded by seniority, if submitted seven (7) or more days before the start of the leave period.

BIDDING PROCEDURE

A. The bidding and awarding will be based on seniority within each craft.

B. The bidding for annual leave shall begin on the **first** working day of **December** and shall be completed by the last working day of **December**. Bidding time will be on the clock unless an employee is on a non-scheduled day. In that event, the employee will be allowed to submit their bid by telephone.

C. Management and **a designated APWU representative** will furnish a date for each employee to sign up at least two (2) weeks in advance of the scheduled sign up. Employees on leave during the sign up period shall be notified by management of the time that the employee may submit their bid for leave.

D. Management and **a designated APWU representative** shall call in each employee, on a seniority basis, to review the vacation chart. The chart shall show all periods not bid upon. After review, the employee shall complete a bid form PS 3971 and their name shall be entered on the chart by bid weeks. Employees bidding by telephone shall complete a PS Form 3971 upon their return to work.

E. All bids for vacation shall be submitted on PS Form 3971, in duplicate and returned to the employee indicating the vacation schedule **is** approved for them.

F. Daily occasional leave (less than fourteen (14) days prior to leave requested) remaining open will be granted on a first come, first served basis. 3971's shall be returned within two (2) working days.

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

According to the needs of the Service, employees shall be selected to work on a Holiday or day designated as a Holiday in the following order.

A. All volunteers from the regular work force **who sign up on the holiday sign up sheet** who have the necessary skills **by seniority**, including those whose holiday it is as well as those not scheduled.

B. Casuals with the necessary skills even if payment of overtime is required.

C. Employees in the regular work force with the necessary skills who have not volunteered, by inverse seniority in the following order.

1. Scheduled day off.
2. Scheduled Holiday & Designated Holiday.

SECTION 14 - OVERTIME

A. An overtime desired list shall be posted in each **Laguna Beach Facility**.

1. Laguna Niguel - Window & Support Clerks
2. Laguna Niguel - Distribution Clerks
3. Playa Station
4. South Laguna Station
5. Laguna Hills - Window & Support Clerks
6. Laguna Hills - Distribution Clerks
7. 22 Journey - **Distribution Clerks**
8. Alisio Viejo - **Distribution Clerks**
9. Maintenance - **Custodians**

B. Procedures for soliciting employees to work overtime.

1. One (1) hours notice prior to the end of their tour will be given to clerical employees when overtime is assigned that day.
2. Twenty-four (24) hours notice, except during the month of December, will be given to employees prior to canceling their day off.

SECTIONS 15-17 - LIGHT DUTY ASSIGNMENTS

A. Light duty assignments are defined as any available work which the employee is physically able to perform as determined by a doctor.

B. When two (2) or more employees request light duty, determination shall be:

1. Light duty equally distributed if sufficient work is available.
2. If sufficient work is not available to require more than one (1) hour light duty, work available shall be assigned by seniority.
3. If insufficient work is available at the particular office where the employee is assigned, every effort shall be made by the supervisor to call each station in the Laguna Beach installation to inquire if there is any available light duty work for the employee.

C. The president or his designee shall be advised in writing of the light duty assignment.

SECTION 18 - EXCESSING WITHIN THE INSTALLATION

A. Each separate building facility of the Laguna Beach Post Office shall be considered the sections to be used for reassignments within this installation of employees excess to the needs of a section.

B. Any positions so declared excess within that section and/or tour must be furnished to the Union in writing no later than fourteen (14) days prior to the decision to excess.

SECTION 19 - PARKING

Cooperative efforts shall be made to assign parking spaces for all employees.

SECTIONS 21-22 - SENIORITY AND POSTING

A. Seniority.

1. A bid box will be available for all employees at each facility of the installation.
2. The Postmaster or his designee shall open the bids at the proper time, determine the successful bidder by seniority and post the results on official bulletin boards.
3. A bid can be withdrawn at any time before the bids are to be opened
4. Bid notices shall remain posted Tuesday at noon, removed the following Tuesday at noon with results posted the following Friday.
5. The successful bidder shall be placed on his new assignment within fourteen (14) days but can be extended to twenty-one (21) if both management and union agree, except in the month of December.
6. The installation head shall post and furnish two copies of an updated seniority list to the local union on a quarterly basis for all APWU crafts.

B. Posting.

1. A bid shall be reposted if the starting time is changed more than one (1) hour.
2. **No position will be reposted if the change in starting time is changed one hour or less. All other changes will be submitted to the union and if mutual agreement can be reached between the Union, Management and Employee, the job will not be reposted. If there is no agreement, then the job will be reposted. This does not apply to change of scheduled days off.**
3. The union may be present at any bid position opening.
4. All awarded bids shall carry the number of successful bids the incumbent has won.

This Memorandum of Understanding is entered on **May 30, 2007**, at Laguna Beach, California between the representatives of the United States Postal Service, Laguna Beach Post Office 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
Aurora Ulloa-Gonzales, Postmaster
Laguna Beach, California

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