

**2006-2010  
Local Memorandum of Understanding  
United States Postal Service - Costa Mesa, California 92626  
and  
American Postal Workers Union, AFL-CIO—Southwest Coastal Area Local**

**National Agreement  
Article 30  
Recognition**

**PARTIES TO THE AGREEMENT**

**A.** This basic local agreement entered into to implement the nationally negotiated agreement represents and constitutes a Memorandum of Understanding between the Costa Mesa Post Office (hereinafter referred to as the “Employer”) and The American Postal Workers Union, Southwest Coastal Area Local, AFL-CIO (hereinafter called the “Union”), on personnel policies and practices and working conditions.

**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 certified as the exclusive representative. The Union represents only those craft or occupational group employees, in units established at the local level, for which the Union is certified as the exclusive representative.

**C.** The Union is certified as the exclusive representative of the Clerk and the Maintenance Crafts.

**D.** It is understood that each item in this Memorandum is started with “It is agreed”.

**SECTION 1 - WASH UP TIME**

Employees in the bargaining unit will be allowed a reasonable time to wash up when working with dirty and toxic materials. Present procedures will be continued.

**SECTION 2 - WORK WEEK**

The established work week for full-time regular employees shall be five (5) days with fixed days off.

**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.

Any lost time or type of leave necessary to be given will be charged according to existing regulations or special orders that may be given.

In the event of earthquake, fire, or power failure, Management will confer with Union representatives.

## SECTIONS 4-12 - VACATION

A. That a vacation committee consisting of a Manager and one (1) member of the Union meet to review and post all leave bids.

Sections for annual leave are as follows:

1. **Main Office mail processing clerks, clerk messengers, and PTF distribution clerks.**
2. Main Office Window & Finance, including PTF window qualified clerks, Business Reply, Claims, and General Clerk(s).
3. Mesa Center Distribution Clerks
4. Mesa Center Window Clerks
5. Maintenance **(city wide)**

B. That all bid leave(s) approved will stand regardless of new job bids entailing change of tour and/or work location.

C. There will be no swapping of annual leave.

D. Employees ordered to military training during choice period will be eligible for other choice leave periods.

E. That a decision with regards to unscheduled annual leave will be made within three (3) working days.

F. That every possible consideration for appropriate leave shall be given to employees in situations of personal emergency, by their immediate supervisor.

G. That a copy of the leave plan be posted on all bulletin boards prior to December 31

H. That leave bidding will be conducted as follows:

1. The first round of sign-up will be for the period of two (2) or three (3) weeks, depending upon the employee's leave category by seniority in section.
2. The second round of sign-up shall be by seniority in section **for the remaining leave the employee will earn in a leave year.**
3. Sign-up will commence on December 1 and conclude on December 31.
4. When the schedule has advanced beyond an employee for lack of signing, that employee will be afforded the opportunity to sign at any time **he or she** later makes **his or her** wishes known and bids shall be for available periods still remaining.

I. The choice vacation period shall be from the first whole week in May through the last full week in September, and the first whole week in December through the last whole week in December.

J. The beginning day of leave week will be on Monday **and end on Sunday.** Consideration shall be given to employees with split days or mid-week days off.

**K.** An employee shall be permitted to choose two (2) selections from the choice vacation period provided he/she does not exceed **their** entitlement as outlined in the National Agreement.

**L.** Attendance at National, State or Regional Conventions shall not be charged to the choice vacation period provided only one (1) attends.

**M.** Maximum number of employees on annual leave during choice period May through September, **spring recess, Thanksgiving week, and the vacation week which has New Year's as part of that vacation week** will be thirteen percent (13%). The maximum number of employees on annual leave in December shall be five percent (5 %). This time shall be considered part of the choice vacation period. The remainder of the vacation year shall be nine percent (9 %). After initial rounds of bidding are completed, all subsequent requests for annual leave of one day or more shall be subject to a maximum of eight percent (8%). After the initial rounds of bidding are complete, a one (1) slot maximum can be reserved for long term illness, pregnancy, OWCP/LWOP to the maximum of four (4) weeks per incident.

1. One (1) maintenance employee may be off **at a time city wide.**
2. In applying the thirteen percent (13%) requirement, and fraction of .50 or more (rounding rule applies) will mean one (1) attending employee. Any fraction less than .50 will be discarded.

**N.** Employees shall be notified in writing of the vacation schedule that has been approved for them. The notice shall be in a form of a PS 3971 filled out by the **employee** at the time the employee makes his/her selection and signed by the supervisor.

**O.** The employer shall, no later than November 1, publicize on the bulletin boards the beginning date of the new leave year which shall begin with the first day of the first full pay period for the calendar year.

1. After second round of bidding has been completed, remaining vacant vacation periods will be given on a first come-first serve basis subject to an 8% cap on all leave requests. In case of requests received at the same time (same day), seniority will prevail.
2. Relinquished bid vacation shall be posted for three (3) days.
3. Leave must be relinquished two (2) weeks prior to scheduled leave, except in emergency by mutual consent of employer and union.

### **SECTION 13 - HOLIDAYS—METHOD OF SELECTING EMPLOYEES TO WORK ON A HOLIDAY OR THEIR DESIGNATED HOLIDAY**

**A.** Schedule qualified employees to work on a holiday in the following order:

1. Full-time and part-time employees who have volunteered to work on the holiday, selected by seniority on a rotating basis.
2. Casual employees, even if overtime is necessary.
3. Part-time flexible employees, even if overtime is necessary.
4. Full-time and part-time regulars who have not volunteered to work on the holiday selected by juniority from those whose regular schedule includes the holiday.

5. That religious holiday leave be approved to the extent possible. Qualified employees are those having the skills needed.

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

That employees be afforded an opportunity to cancel any personal plans curtailed by overtime assignment.

**A.** The sections for overtime are the same as listed in vacation leave Sections 4-1 2 A.

**B.** That "Similar Work" be categorized as follows:

1. Non-mail processing.
2. Mail processing.
  - a. Non-scheme
  - b. Scheme knowledge required.

**C.** Higher lever assignments:

1. That higher level duties be assigned by seniority within work location.

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

Management agrees to consult with the APWU in order to determine what type of assignments will be available and not to the detriment of scheduled employees.

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

**B.** The number of light duty assignments shall be determined by the above.

**C.** 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.

#### **SECTION 18 - REASSIGNMENTS IN EXCESS TO THE NEEDS OF THE SECTION**

The sections for reassignments are the same as listed in the vacation sections 4-12 A.

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

Employees represented by the organization may park in the parking area adjacent to the west side of the post office building, except those designated as customer parking. Parking spaces will continue to be provided for all employees.

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

**A. 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.**

**B. The Union is to be contacted prior to any major changes in bids.**

**C. The seniority roster for each craft will be updated and posted on a quarterly calendar basis. This will be done during the month of January, April, July and October.**

**D. The Union will be immediately sent a copy of the roster for each craft it represents after each updating.**

**E. Vacant position(s) will be posted for eight (8) days and then successful bidders will be placed into the new assignment no later than the first day of the new bid basic work week, excluding the month of December.**

**F. That a locked bid box furnished by employer for depositing bids for posted positions.**

**G. Employees on leave shall be notified of any vacancies if they provide a self-addressed envelope to the personnel section for use in sending the notification.**

## **MISCELLANEOUS**

### **LABOR-MANAGEMENT MEETINGS**

**A. That labor-management meetings be held monthly at 10:00AM on the fourth Thursday of the month.**

**B. That agenda items for discussion at the meetings shall be exchanged between Employer and Union at least three (3) full work days before the scheduled meetings. Items not placed on such agenda may be discussed only by the mutual consent of both parties.**

**C. That any numerical strength over two (2), used by Employer, will be authorized for Union also.**

**D. That no more than six (6) working days be taken to issue the minutes of the Labor-Management meeting.**

**E. That the Union be furnished two (2) copies of the minutes of the Labor-Management meeting.**

**F. That the minutes of the Labor-Management meetings be signed by the Postmaster or for the Postmaster in his absence.**

**G. That items on the agenda of a Labor-Management meeting, agreed upon, be effective immediately unless otherwise stipulated.**

## SUPPLEMENTAL

Items carried over from Local Memorandum of Understanding -1971

- A.** That split day basic work weeks be kept to an absolute minimum, with review upon authorization of additional positions.
- B.** That all practices concerning personal telephone calls be consistent and apply equally to all employees.
- C.** Subject to sound business judgment and practices and with supervisor's permission, designated Union representatives will be allowed the use of post office telephones for legitimate business related to the administration of the National Agreement.
- D.** That employer will reply to all correspondence, individual or organizational, other than grievance correspondence, within six (6) working days.
- E.** That a copy of the Memorandum of Understanding and Supplements thereto shall be placed in Order books at all stations of this post office.
- F.** That employees required to travel during their work tour will be informed by the supervisor of their right to mileage payment, should their personal vehicle be used.
- G.** That the minutes of all committee meetings in which the Union participates will be posted on all bulletin boards.
- H.** That, when employees are assigned new bids, their schedules will be examined to include any change necessary for orderly assignment to the new position.

This Memorandum of Understanding is entered on **May 29, 2007**, between the representatives of the United States Postal Service and the American Postal Workers union, AFL-CIO, pursuant to the Local Implementation Provisions of the **2006-2010** National Agreement.

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For the US Postal Service  
Larry Rubin, Postmaster  
Costa Mesa, California

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