

**2015-2018
Local Memorandum of Understanding
United States Postal Service - Anaheim California 92803 and 92899
and
American Postal Workers Union, AFL-CIO—Southwest Coastal Area Local**

**National Agreement
Article 30
Recognition**

PARTIES TO THE AGREEMENT

A. Entered into to supplement the nationally negotiated agreement, represents and constitutes the agreement between the Anaheim Post Office with the Anaheim Processing and Distribution Facility (hereinafter known as the "Employer") and the American Postal Workers Union, AFL-CIO, Southwest Coastal Area Local (hereinafter known as the "Union") on local personnel policies, practices, and working conditions.

B. This Memorandum of Understanding covers all craft employees of the Anaheim Post Office and Anaheim Processing Facility in units certified at the local level for which the Union has been certified as the National Representative. The Anaheim Installation of the Southwest Coastal Area Local, American Postal Workers Union, AFL-CIO, is hereby recognized as the representative Union for:

- | | |
|---|---------------------|
| 1 | Clerk Craft |
| 2 | Maintenance Craft |
| 3 | Motor Vehicle Craft |

C. This Memorandum of Understanding has no force and effect with respect to employees certified as excluded under the provisions of Art. 1, Sect.2, of the working agreement.

D. Should any part of this Agreement or any provisions contained herein be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by a court of competent jurisdiction, such invalidation of such part or provision of this Agreement shall not invalidate the remaining portions of this Agreement and they shall remain in full force and effect.

E. By entering into this agreement the Employer does not in any way accept any concept or express any view regarding internal union procedures which are not properly determined by collective bargaining, and are matters properly regulated by methods outside of that process.

**ARTICLE 8
REGULAR WORK WEEK**

Section 1. The regular work week shall consist of five (5) days, with fixed days off. As far as practicable, the five (5) days shall be consecutive within the service week.

Section 2. The regular work week for the Motor Vehicle Craft shall consist of five (5) days with rotating days off on Tour 1 and Tour 2 employees and fixed days off for Tour 3 employees.

**ARTICLE 14
EMERGENCY CURTAILMENT**

Section 1. Responsible postal officials shall examine the situation immediately when local emergency conditions warrant the wholesale closing of business and other industries. In accordance to the impact on employees, postal officials may grant Leave Without Pay, Annual Leave and/or other leave.

Section 2. They also shall determine the utilization of the scheduled work force by the severity of the specific needs of the Service with specific emphasis on the preservation of the health and welfare of the employees at the local installation.

Section 3. When an alleged explosive device has been discovered or a threat made against the postal facility and verified by a postal and/or city official, the facility shall be completely evacuated until all safety measures have been taken by the proper authorities.

Section 4. The local union president will be notified as soon as possible when breakdown of air conditioning or heating unit results in abnormally warm or cold working conditions.

A. Responsible postal officials shall not only consider temperature, but, also humidity, air movement and other factors that can affect the climate of the working environment.

Section 5. Postal officials will make the safety of the employees their prime concern taking appropriate action to protect employees.

ARTICLE 10 ANNUAL LEAVE

Section 1. Leave Notification: Employees will be notified of the start of the new leave year by October 1. Such notification will be by posting on the bulletin boards and stand-up talks.

All employees will bid for annual leave rounds 1 through 3 in the section, which they were assigned as of **September 30.**

Vacation sign-up for the first bidding cycle will commence no later than November 1 prior to the new leave year.

The annual leave, first, second and third bidding cycles, including canceling and reposting of annual leave will be maintained by a designated Clerk or Supervisor/Manager if a clerk is not available. In units where a Supervisor/Manager maintains the annual leave, a copy of all cancellations, repostings, or changes will be provided to the Chief Steward.

Section 2. Choice Vacation Period: The choice vacation period shall be the week preceding Easter and the second week of May through the next 22 consecutive weeks. The week between Christmas and New Years, from December 24 until December 31, will be considered prime time for Customer Service Clerks.

Section 3. Bidding:

A. Annual leave bidding shall begin on October 1. There shall be three (3) cycles of bidding. Employees will be notified by a posting of those who will bid within the next 48 hours. Employees on leave at the time of bidding shall notify the designated individual clerk and submit a list of their preferences for annual leave on a PS Form 3971, in duplicate. Once contacted the employee has fifteen (15) minutes to select, or the employee will be passed. Then, when ready to bid, will bid next for remaining open slots, unless another employee is in the process of bidding.

B. The bidding of annual leave will be specific to the Anaheim Post office and the Anaheim Processing and Distribution Facility:
The following definitions are applicable to the Anaheim Post Office and the Anaheim Processing and Distribution Facility:

- All bidding is by craft installation seniority within the installation.
- Bids on a holiday week shall be considered a bid for a whole week.
- An instance is annual leave used in increments of less than a week.
- The Anaheim Post Office will observe a bid week as Sunday thru Saturday, including days off and holidays.
- The Anaheim Processing and Distribution Facility will observe a bid week as Saturday thru Friday including days off and holidays.

C. First cycle of bidding, non-choice period and choice period that is available: Maximum selection is 2 selections. Those earning three (3) weeks, can take three weeks or units of two (2) weeks and one (1) week, or two one (1) week selections. Those earning 13 days of annual per year may bid a maximum of 2 weeks or two one (1) week selections.

In the first cycle of bidding no employee shall be granted leave during the choice period in excess of the amount indicted below. Awarding of annual leave will be by craft installation seniority.

- Earning 13 days per year 10 days
- Earning 20 days per year 15 days
- Earning 26 days per year 15 days

D. Second cycle of bidding: May bid anywhere on the board in units of not less than 1 week both non-choice period and choice period that is still available. During the first two cycles an employee may not bid more than they earn during the leave year. (employee may not bid carryover from previous years.)

E. Third cycle of bidding: May bid any remaining annual leave earned including carryover from previous years. Each employee will be entitled to utilize five (5) instances per year of their annual leave in less than one (1) week increments. Bids on a holiday week shall be considered a bid for a whole week.

F. After the third cycle of bidding, vacancies in the annual leave schedule (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 a PS Form 3971 subject to limitation in 3.D above.

G. The installation head or designee will honor all employee requests for leave during vacant weeks provided such requests have been submitted fourteen (14) days in advance of the leave period desired.

The installation head or designee will, to the extent practical, grant requests for vacant weeks submitted less than fourteen (14) days in advance of the leave period desired.

Section 4. Leave Sections: Vacation bidding shall be by craft installation seniority with the following sections:

Anaheim Post Office

Maintenance

Custodian for all Post Offices Level 2
Level 3

Clerks

Brookhurst Station Clerks
Holiday Station Clerks
Sunkist Station Clerks
Anaheim Hills Station Clerks
Canyon Station Clerks
Stadium Station Clerks
Federal Station Clerks

Main Office -Window Clerks

Box Section Clerks and BRM Clerks

All other Clerks

Bulk Mail Clerks

Anaheim Processing and Distribution Facility

| | |
|---------|--|
| Tour 1- | Automation Mechanized Floor by city scheme (Each city to have own section) |
| Tour 2- | All Clerks |
| Tour 3- | Automation Mechanized Priority/Express operation and Floor Clerks |

Maintenance

- ET's (by tour)
- MPE Mechanics (by tour)
- Custodians (by tour)
- Building Equipment Mechanics
- Maintenance Support
- Maintenance Mechanics (by tour)

Motor Vehicle Drivers

*Those positions that are bid designated reliefs, and the position they relieve may not be on annual leave concurrently. The determination of which clerk gives up leave in periods of conflict shall be determined by craft installation seniority.

For Main Office only--Those employees whose bid assignment requires them to work in more than one section will bid annual where the greatest amount of their duty assignment is normally spent. Example: SSDA Clerk at Main Office works 2 hours on the window/6 hours manual distribution daily, this clerk would bid annual with All Other Clerks.

Any additional crafts and/or work units/sites coming under the jurisdiction of the Anaheim Installation shall have sections established for the duration of the agreement. Such sections will be established after consultation between management and the APWU Local.

Section 5. Vacation Slots: The vacation slots available for each section will be computed annually, by joint consultation. The parties will be able to request an adjustment within fourteen (14) days of May 30. If unable to reach a mutual agreement, the following procedure shall be used:

The number of vacation slots open each week of prime time shall be computed as follows:

A. Multiply the number of employees with less than three (3) years of service by 2.

B. Multiply the number of employees with three (3) years or more of service by 3.

C. Adding those two figures together.

D. Multiplying #C above with each sections Seniority and Prime Time Factor. (SPTF)

E. Divide #D by the total number of weeks in the choice vacation period. All slots figured above will be allocated amongst the prime time weeks. Left over slots will be added to the prime time weeks with the last week of July and expanding the weeks, week by week, on each side of the previously expanded week until all slots have been accounted for.

Non-prime time will equal one (1) slot less per week per section as figured above and in no case will the total number of employees off be less than eight percent (8%) in any section or at least one (1) slot, whichever is greater.

Seniority and Prime Time Factors of sections (SPTF):

Anaheim Post Office

| | |
|---|-----|
| Main Office: | |
| Window, Box, All Others | 1.3 |
| Brookhurst Station | 1.2 |
| Federal Station | 1.2 |
| Stadium Station | 1.2 |
| Sunkist Station | 1.2 |
| Anaheim Hills Station | 1.2 |
| Canyon Station | 1.2 |
| Holiday Station | 1.2 |
| Custodian for all Post Office - Level 2 | 1.5 |
| Level 3 | 1.5 |
| Bulk Mail | 1.3 |

Anaheim Processing and Distribution Facility

| | |
|---|-----|
| Tour 1-Automation Clerks | 1.3 |
| Mechanized Clerks | 1.3 |
| Floor Clerks by city scheme per section | 1.3 |
| Tour 2 -All Clerks | 1.5 |
| Tour 3 -Automation Clerks | 1.3 |
| Mechanized Clerks | 1.3 |
| Priority/Express operation and Floor Clerks | 1.5 |

| | |
|---------------------------------|-----|
| Maintenance | |
| ET's (by tour) | 1.5 |
| MPE Mechanics (by tour) | 1.5 |
| Custodian (by tour) | 1.5 |
| Building Equipment Mechanics | 1.5 |
| Maintenance Support | 1.5 |
| Maintenance Mechanics (by tour) | 1.5 |
| Motor Vehicle Drivers | 1.3 |

Annual leave for the Christmas-New Years leave week and other December leave will be determined annually and available for bid along with annual leave for each upcoming year.
The Christmas-New Years leave for the Post Office clerk unit shall begin on:

A. December 24

The Christmas-New Years leave for the P&DF shall begin on:

- A. December 26 for Tour 1
- B. December 24 for Tour 2
- C. December 24 for Tour 3

Part Time Flexible will bid and be counted on the tour and/or section where they are currently assigned as of November 30.

Those employee(s) who are detailed out of the bargaining unit for over 90 days will not be figured in the computation of leave nor will they be included in the bidding of leave.

Section 6. Annual leave bids will be submitted on Form 3971, in duplicate. Separate forms will be required for non-consecutive weeks.

Section 7. Annual leave shall begin on Saturday and end on Friday each week within the Anaheim Plant. The stations will be Sunday thru Saturday. The Anaheim Post Office annual leave shall begin on Sunday and end on Saturday. The employee may, by completing a PS Form 3189, request to change his/her day off to Sat/Sun before and after the vacation, subject to the availability of a vacant slot for the requested days.

Section 8. An annual leave schedule pertaining to each section shall be posted and maintained in that section and kept up-to-date. Exception to this shall be in the Maintenance Craft at the Post Office, which will be posted and maintained at the Main Office.

Section 9. CANCELLATION OF LEAVE:

A. Cancellation of leave notices will be posted at a designated location at each unit. Canceled annual leave, posted for bid, will be awarded by seniority at the close of the posting period.

B. Cancellation of scheduled annual leave for reposting requirements shall be submitted by the employee in writing to the designated individual at least four weeks prior to the scheduled leave on PS Form 3971 in duplicate. The duplicate copy will be initialed and returned to the employee.

C. Leave may be canceled after the fourth week and up to the Monday preceding the posting of the schedule for that service week. Otherwise the leave scheduled must be taken, unless there is an extreme emergency situation, which exists. Documentation for such emergency may be requested by the supervisor. Such canceled leave will not be reposted for bid. In such cases, bidding for the period canceled will be in accordance with Article 10, section 9. B.

D. Those employees who permanently leave the bargaining unit will have their annual leave reposted for bid.

E. Those employees who transfer out of Anaheim will have their annual leave periods reposted for bid.

F. When an employee moves from one section to another within the Post Office or within the Processing and Distribution Facility, as a result of a bid or reassignment after bidding has been completed for the leave year their annual leave shall follow, however their selection at the previous section will not become open.

G. In the event an employee moves from the Post Office to the Processing and Distribution Facility or visa- versa shall as a result of a bid or reassignment after bidding has been completed for the leave year, their annual leave shall follow, however their selection at the previous section will become open.

H. Those employees moving between Post Office and Processing and Distribution Facility or visa-versa maybe subject to the installation head exercising his/her right to cancel scheduled leave to the extent required to maintain service. Such cancellation must be exercised within 14 days of the effective date of placement into the position. Cancellation of scheduled leave, if required, will be done by canceling the leave of the employee who bid into the section affected, unless voluntary cancellation by another employee(s) is sufficient to relieve the situation.

Section 10. OTHER LEAVE:

A. Employees desiring to be off on special occasions for observance of birthdays, and other non-paid holidays (religious or otherwise) shall be allowed to take annual leave to the extent possible with the needs of the Service. Such requests shall be at least twenty-one (21) days prior to the date requested and the PS Form 3971, in duplicate.

B. Requests for leave shall be reviewed by management, and if found to be within reason, every consideration shall be given to honor the request. An answer will be given in five (5) working days. It is the employee's duty to check determination.

C. Requests for emergency leave shall be reviewed by management, and if found to be an emergency, every considered effort shall be given to honor the request.

D. Leave requests for funerals for relatives shall be reviewed by management and every considered effort shall be given to honor the request.

E. Jury duty or attendance at APWU National or State Conventions shall not be charged to the choice vacation period.

ARTICLE 11 HOLIDAY SCHEDULING

Section 1. The following procedure will be followed for holiday scheduling:

A. Regular employees volunteering to work the holiday must sign up on a pre-holiday sign-up roster

B. The scheduling supervisor will post a holiday volunteer sign-up roster on the second Saturday prior to the holiday. The sign-up roster will be posted for a period of six (6) calendar days.

C. The employer will determine the number and category of employees necessary to provide proper coverage for each holiday.

Section 2. The scheduling supervisor will schedule:

1. Full-time and part-time regulars with the needed skills volunteering to work their designated holiday.
2. Full-time and part-time regulars volunteering to work their non-scheduled day.
3. All casuals and part-time flexible will be utilized to the maximum extent possible, even if the payment of overtime is required.
4. Full-time and part-time regulars required to work their holiday. This will be done by juniority.
5. Full-time and part-time employees required to work their nonscheduled day. This will be done by juniority.

Section 3. Prior to posting the scheduling supervisor may normally review the schedule with the designated craft representative.

Section 4. Those employees whose holiday falls in conjunction with bid annual leave will not be scheduled to work the holiday.

Section 5. Copies of the Holiday Schedule will be posted on the official board no later than the end of the tour at the P&DF, and close of business (5:00p.m.) for the Anaheim Post Office, the Tuesday preceding the holiday service week.

Section 6. The Customer Service holiday schedule for station relief employees who work at various stations shall be posted at the main office, stations, and P&DF.

**ARTICLE 8
OVERTIME DESIRED LIST**

Section 1. Sign-up on overtime desired list will be by the following sections:

Anaheim Post Office

Custodian for all Post Offices
Brookhurst Station Clerks
Holiday Station Clerks
Sunkist Station Clerks
Anaheim Hill Station Clerks
Canyon Station Clerks
Stadium Station Clerks
Federal Station Clerks
Main Office Clerks
Bulk Mail

Anaheim Processing and Distribution Facility

| | |
|----------|--|
| Tour 1- | Letter Automation Flat automation Manual distribution + all other clerks |
| Tour 2 - | All Clerks |
| Tour 3 - | Letter Automation Flat automation Manual distribution + all other clerks |

Maintenance (by tour) and Occupational Group and Level
Motor Vehicle Driver

Any additional craft and/or work units/sites coming under the jurisdiction of the Anaheim Post Office or P&DF shall have sections established for the duration of the agreement. Such sections will be established after consultation between Management and the APWU Local.

Section 2. All employees who wish to do so will sign for overtime in the unit where they are normally scheduled to work.

Section 3. Pool and Relief clerks shall sign the ODL in the office and/or section where domiciled.

Section 4. An employee, whose bid duties cause him/her to work in other sections, shall sign the ODL in the section where the greatest amount of time is normally spent.

Section 5. Wherever possible, employees shall be notified one hour in advance of required overtime beyond their schedule.

Section 6. An employee bidding from one section to another will forward their name to all applicable desired overtime lists if so requested by the employee in writing within 7 days.

Section 7. In order to insure opportunities for overtime, management will supply to the Local a report, on a weekly basis, of overtime hours worked by those employees on the Overtime Desired List.

Section 8. Pool and Relief employees may work overtime in other sections provided those employees who are on the ODL in that section have been afforded an opportunity to do so.

**ARTICLE 13
LIGHT DUTY ASSIGNMENTS**

Section 1. Temporary light-duty assignments are any available work, which the employee is physically able to perform as determined by the Installation Head from medical certification submitted by a licensed physician or by a written statement from a licensed chiropractor.

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

- (1) Temporary light-duty equally distributed if sufficient work is available within the employee's restrictions.
- (2) If sufficient work is not available to allow more than one (1) hour, temporary light-duty work available shall be assigned by seniority with the employee's stated restrictions.

Section 3. Requests for permanent light-duty will be evaluated in accordance with Article 13 of the National Agreement and the employee so notified.

Section 4. The availability of temporary light-duty assignments shall be determined by the work available and the medical restrictions imposed on an individual basis.

Section 5. If light-duty assignments change an employee's regular hours, the Local President will be notified.

Section 6. The Local President will be notified of any cross craft limited or light-duty assignment.

**ARTICLE 37, 38, 39
SECTION OF ASSIGNMENT**

Section 1. Sections for assignments within the installation of employee's excess to the needs of a section:

Anaheim Post Office
Custodian for all Post Offices
Brookhurst Station Clerks
Holiday Station Clerks
Sunkist Station Clerks
Anaheim Hills Station Clerks
Canyon Station Clerks
Stadium Station Clerks
Federal Station Clerks
Main Office Clerks
Bulk Mail

Anaheim Processing and Distribution Facility

| | |
|---------|------------|
| Tour 1- | Automation |
| | Manual |
| | Mechanized |
| Tour 2- | All clerks |
| Tour 3- | Automation |
| | Manual |
| | Mechanized |

Maintenance-ET's
MPE Mechanics
Custodian
Building Equipment Mechanics
Maintenance Support Clerks
Maintenance Mechanic

Any additional crafts and/or work units/sites coming under the jurisdiction of the Anaheim Post Office or P&DF shall have sections established for the duration of the agreement. Such sections will be established after consultation between Management and the APWU Local.

Section 2. The definition of Anaheim P&DF Tours is as follows:

- A. Tour 1 -Start time between the hours of 8:01 PM to 4:00 AM
Tour 2 -Start time between the hours of 4:01 AM to 12:00 PM
Tour 3 -Start time between the hours of 12:01 PM to 8:00 PM
- B. The definition of P&DF Tours shall apply to all parts of this Local Agreement where the term "TOUR" is used.

ARTICLE 20 PARKING

Section 1. One (1) space will be reserved for a Union Official at each facility, except at the Federal Station and Stadium Station where there will not be a space, and at the Anaheim P&D Facility where there will be three (3) spaces.

Section 2. The existing parking program will remain in effect. Parking will be provided on a first come, first served basis.

ARTICLE 12 SENIORITY, REASSIGNMENTS & POSTING

Section 1. The installation head shall post and furnish a copy of in up dated seniority roster for each craft to the local union on a quarterly basis. The first week of January, April, July, and October will be designated as the time for posting.

Section 2. Changes in duty assignments as specified below will require reposting:

- A. Unless negotiated with the local Union President, a 50% change in duties (Means actual duties performed)
- B. Unless negotiated with the local Union President, a change in principal assignment area which requires reporting to a different facility.
- C. Unless negotiated with the local Union President, a deletion or addition of at least one (1) scheme.
- D. No position will be reposted if the starting time is changed one hour or less. All other changes will be submitted to the local union President, and if mutual agreement can be reached between the Union, Management, and employee, the job will not be reposted. If there is no agreement, the job will be reposted.
- E. A permanent change in excess of two (2) hours from the posted reporting time of the maintenance assignment.
- F. Unless negotiated with the local Union President, the addition of SSA/window duties.

Section 3.

A. All vacant or newly established assignments shall be posted for bid no later than 10:00 AM every other Friday, and will remain posted until noon on the Monday proceeding the next Friday that the bids are posted. Results of the bids will be posted that Friday. If a shorter bid cycle can be established, it may be implemented by agreement of both parties, but will never exceed 14 days.

Section 4. The successful bidder must be placed in the new assignment within twenty-two (22) days except in the month of December.

Section 5. Notice of assignment of unassigned full-time employees shall be posted as if awarded and the union shall be furnished a copy at the time of posting.

Section 6. Normally, management will recognize the application of seniority in the daily reassignment of workers in the clerk craft from section to section, understanding that normally the successful bidder shall work the duty assignment as posted and shall not be displaced by a junior employee. This does not prohibit the Employer from assigning other employees to work the assignment for training purposes.

MISCELLANEOUS LABOR MANAGEMENT MEETINGS

Section 1. Labor-Management meetings shall be scheduled as requested. Scheduled meetings may be canceled or postponed by mutual consent of both parties.

Section 2. These meetings shall be held between management and the Southwest Coastal Area Local, APWU, AFL-CIO, representing the Clerk, Maintenance, and Motor Vehicle Crafts.

Section 3. Agenda items shall be submitted no later than five (5) calendar days prior to the meeting.

Section 4. Name of participants will be listed on the list of agenda items.

Section 5. Meetings shall be held at the P&DF or at such other place mutually agreed upon.

Section 6. A representative of the APWU Bargaining Agent may review the minutes prior to posting.

Section 7. Minutes of Labor-Management meetings will be posted within four (4) working days after meetings.

Section 8. The APWU Union shall receive two (2) copies of the minutes.

SAFETY AND HEALTH

Section 1. Article XIV of the 2000 National Agreement shall prevail with the following clarifications:

A. Time and date of meetings will be designated by the Chairman.

B. Official minutes of these meetings shall be kept and a resume published with (2) copies provided the Union.

C. Safety and Health shall be subject for discussion and/or corrective measures.

D. Current Forms 1767 and Form 1783 shall be made available to the committee for review and discussion.

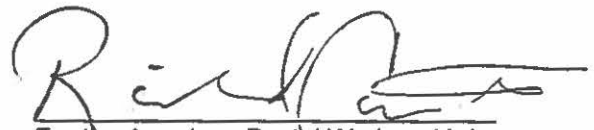
USE OF TELEPHONE

Section 1. Union representatives shall not unreasonably be denied access to telephones for legitimate business related to the administration of the National Agreement.

This Memorandum of Understanding has been entered into on **October 28, 2016** 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 **2015-2018** National Agreement.



For the US Postal Service
Dennis Moulds, Plant Manager
Anaheim P&D Facility 92899



For the American Postal Workers Union
Richard Cantu President
Southwest Coastal Area Local



For the US Postal Service
Jessica Francia, OIC/Postmaster
Anaheim Post Office 92803