

2006-2010
Local Memorandum of Understanding
United States Postal Service - Brea, California 92621
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 management of Brea, California Post Office (hereinafter referred to as the "Employer") and the American Postal Workers Union, Southwest Coastal Area Local, Brea Installation, AFL-CIO (hereinafter called the "Union"), on personnel policies and practices and working conditions.

B. The 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. The 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 for full-time employees shall be five (5) days with fixed days off.

SECTION 3 - GUIDELINES FOR THE CLIRTAILMENT 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 Brea 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 time or type of leave necessary to be given will be charged according to existing regulations or specials orders that may be given.

SECTION 4-12 - LEAVE

A. It is mutually agreed that the leave period shall be from the first Sunday in January through the first week in December plus the first full week after Christmas.

1. Each career employee shall be granted up to fifteen (15) days annual leave on first choice.
2. Each career employee may be granted balance of annual leave at employee's option on second choice.
3. The employee, the Union and the Employer do agree that the vacation period shall start on Monday and end on Sunday with no change in the employee's basic work week.

4. Management shall determine the number of employees to sign-up for all leave and all facilities effective for vacation years in accordance with established leave sections in effect. The number of employees who shall receive leave during the vacation period shall be fourteen percent (14%), which will include military, court, extended sick leave and union related leave. Leave will be granted in increments of one week.
5. Leave sections shall be:
 - a. Distribution Clerks
 - b. Window Clerks (anyone with a fixed credit)
 - c. Maintenance

B. Both parties agree that any mutual exchanges must be within the craft, mutually agreed upon by the two (2) parties involved, and presented in writing to the postmaster or his designee for approval a minimum of one (1) week in advance of the proposed exchange.

C. It is mutually agreed that sign-up for vacation periods shall begin by seniority order on November 1st of each year, and will be completed by November 30th.

1. Each employee will view the vacation chart which shall show all periods not bid upon. After review, the employee shall fill out the bid on Form 3971 and sign his/her name on the chart.
2. An approved copy of the Form shall be returned to the employee indicating the vacation schedule approved.
3. Employees will be allowed two (2) days maximum for applications.
4. Employees, on their non-scheduled work day or on approved leave may make their selection by telephone when it is their turn to sign-up for vacation, and will complete a Form 3971 on the next regular work day.

D. If, after all vacations are chosen and there are still vacant weeks, employees may, with supervisor's approval, change their vacation or choose additional time in these vacant weeks. Advance notice of at least one (1) week must be given.

E. Applications submitted for annual leave, other than bid vacations, shall be submitted in writing and shall be approved or disapproved within forty-eight (48) hours. At the employee's option, a disapproved leave request may be held in a pending status to establish priority of request, in the event changing conditions would permit approval.

F. Casual leave signed-up after the initial bidding will be guaranteed at six percent (6%) if submitted by Monday of the prior week requested based on first come first serve. Seniority will apply on applications submitted on the same day.

G. All employees must cancel leave two weeks prior to requested leave week except in cases of extreme emergencies.

SECTION 13 - HOLIDAYS

A. Holiday Scheduling

When it is necessary to schedule regularly assigned employees on a holiday or their day designated as a holiday, regularly assigned employees will be scheduled in the following order:

1. Those regularly scheduled employees possessing the necessary skills who are scheduled to and voluntarily wish to work on that holiday.
2. Other regularly scheduled employees possessing the necessary skills who voluntarily wish to work on that holiday.
3. Those regularly scheduled employees possessing the necessary skills to work on that holiday in inverse seniority, on a rotating basis.
4. Other regularly scheduled employees possessing the necessary skills in inverse seniority on a rotating basis until the needs of the service are met.

SECTION 14 - OVERTIME DESIRED LIST

A. The Overtime Desired List shall be by Installation Crafts and a one hour notice will be given when overtime is needed except in cases of extreme emergencies.

B. There shall be two (2) ODL's, one (1) for non-scheme and one (1) for scheme.

SECTIONS 15-17 - LIGHT DUTY

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

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.

SECTION 18 - EXCESSING

The sections shall be:

1. Tour 1 prior to 6 AM start
2. Tour 2 after 6 AM start
3. Window Clerks (anyone with a fixed credits)
4. Maintenance

SECTION 19 - PARKING

There will be three (3) parking spaces to be designated as carpool parking, initially. The number of carpool spaces shall not exceed three (3). If the need arises for more than three (3) spaces, the need is understood to mean that there are more than three (3) sets of carpoolers. This need will be mutually agreed to between management and the APWU. If there is a need for more spaces, it shall be negotiated with the local union.

SECTIONS 21-22 - SENIORITY AND POSTING

A. Vacancies

1. A position shall be declared vacant and posted in the manner prescribed when:

- a. Entire scheme requirement is taken away by management.
- b. Fixed credit is permanently added or taken away.
- c. A present clerk position is changed to a full-time window assignment.
- d. Starting time is changed more than one (1) hour.
- e. Any changes noted above will be waived if the incumbent and the APWU accepts the changes and has been in the position a minimum of one (1) year.

2. A copy of all positions going up for bid will be given to the Union. Copies of awards will be given to the Union President or his designee at his request.

6. Vacant tours will be posted for seven (7) days and the successful bidder will be placed into the new assignment no later than twenty-one (21) days after the award is made.

C. Other Issues

1. Tour 1 Clerks will receive one (1) ten (10) minute break and one (1) thirty (30) minute lunch period during their tour of duty. If overtime is scheduled clerks will receive a five (5) minute break. The intent of this language is to have two breaks and a lunch period during a normal eight hour work tour.
2. Tour 2 Clerks will receive two (2) ten (10) minute breaks and a lunch period during their tour of duty.
3. All clerks will receive a five (5) minute break if scheduled for one (1) hour of overtime and a ten (10) minute break if scheduled for two (2) hours of overtime.

This Memorandum of Understanding is entered on May 1, 2007 at Brea, California between the representatives of the United States Postal Service and the designated agent of the American Postal Workers Union, AFC-CIO, Southwest Coastal Area Local, Brea Installation pursuant to the Local Implementation Provision of the 2006-2010 National Agreement.

For the US Postal Service
Al Paz, Postmaster
Brea, California

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