

**2006-2010  
Local Memorandum of Understanding  
United States Postal Service - El Toro, California 92630  
and  
American Postal Workers Union, AFL-CIO—Southwest Coastal Area Local  
  
National Agreement  
Article 30  
Recognition**

**PARTIES TO THE AGREEMENT**

**A.** These Basic Memorandum of Understanding entered into to supplement the nationally negotiated agreements represents and constitutes an Agreement between the management of El Toro, California Post Office (hereinafter referred to as the “Employer”) and the American Postal Workers Union, AFL-CIO, Southwest Coastal Area Local, El Toro Installation (hereinafter called the “Union”).

**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 established work week for regular employees in the bargaining unit shall be five (5) days with fixed days off.

**SECTION 3 - GUIDELINES FOR THE 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 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”.

**SECTIONS 4-12 - LEAVE**

**A.** Leave applied for during the annual leave vacation sign-up will be granted on a seniority basis.

**B.** Annual leave shall be granted as follows:

1. In accordance with Article 10 of the National Agreement, employees shall be allowed to sign-up for five (5), ten (10) or fifteen (15) days of annual leave during the choice period during the first round of sign-up. If fifteen (15) days are taken, at least ten (10) days must be continuous.
2. On the second round of sign-up, the employee may sign-up for any remaining leave available.
3. There will be an assigned sign-up day and employees will be required to select by seniority on that day. Sign-up dates will be agreed to by local management and union.
4. The entire installation is considered one (1) section for the clerk craft.
5. Maintenance is considered a separate section.

**C.** It is understood by both parties that when an employee wishes to cancel annual leave signed for, that such cancellation must be at- least two (2) weeks in advance of the starting date for such annual leave. The canceled leave shall be posted immediately for bid. It shall remain posted for seven (7) calendar days and awarded to the senior bidder. Failure to cancel by the deadline will cause the employee to take the annual leave as scheduled, only if the leave board is full.

**D.** The duration of the choice vacation period shall be the entire leave year. The first full week following Thanksgiving through the full week prior to Christmas shall be 6% per section.

**E.** The employee(s) vacation period shall begin on Monday.

**F.** Jury duty and attendance at APWU National or State Conventions shall not be charged to the choice vacation period provided that no more than one (1) employee will be in attendance at National or State Conventions.

**G.** If requested, at least thirteen percent (13%) of the clerks in the installation will be granted annual leave each week during the choice period, provided only one full time window clerk is off at a time. One maintenance employee may be off in addition. In applying the thirteen percent (13%) requirement, any fraction of .50 or more (rounding rule applies) will mean one additional employee. Any fraction less than .50 will be discarded.

**H.** The vacation chart shall be posted by December 1 and employees shall sign-up by seniority.

**I.** Employees shall be notified in writing of the vacation schedule that has been approved. That notice shall be in the form of a Form 3971 filled out by the employee and signed by the supervisor at the time the employee signs the leave chart. A copy will then be given to the employee.

**J.** Requested vacant full weeks of annual leave, outside the initial bidding procedure shall be approved. Requests for incidental annual leave will be submitted on PS Form 3971 no earlier than sixty (60) days in advance and no later than the Tuesday prior to the service week in which the annual leave is desired and shall be approved. Leave will be awarded on a first come, first served basis. If more than one request for leave is submitted on the same day, leave will be awarded by seniority.

**K.** The employer shall, no later than November 1, post on the official bulletin board nearest the time clock the beginning date of the new leave year which shall begin with the first day of the first full pay period of the calendar year.

## **SECTION 13 - HOLIDAYS**

**A.** Method of selecting employees.

1. Scheduled qualified employees to work on a holiday in the following basis:
  - a. Casual qualified employees, even if overtime is necessary.
  - b. Part-time flexible employees, even if overtime is necessary.
  - c. Full-time and part-time qualified regulars who have volunteered to work on the holiday, selected by seniority on a rotating basis.
  - d. Full-time and part-time qualified regulars who have not volunteered to work on a holiday selected by reverse seniority from those employees whose regular schedule includes the holiday.

Qualified employees are those having the skills needed. Also, volunteer list will be posted for one (1) week prior to posting of the holiday schedule.

## **SECTION 14 - OVERTIME DESIRED LIST**

The Overtime Desired List shall be by installation and individual crafts. The list will be posted with three (3) categories:

1. Non-scheduled days.
2. Scheduled days.
3. Over ten (10) hours.

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

Light duty assignments are defined as any available duties the employees is physically able to perform as determined by a licensed physician or licensed chiropractor.

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

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

1. Entire scheme requirement is taken away.
2. Reporting time is changed more than one (1) hour.
3. **Window is added to a bid job or is completely taken away.**

**B.** Seniority Roster.

1. The seniority roster for each craft will be updated and posted on a quarterly calendar basis. This will be done during the months of January, April, July and October.
2. The Union will be sent a copy of the roster for each craft it represents after each up-dating.

## **LABOR-MANAGEMENT COMMITTEE**

**A.** Labor-Management Committee meetings shall be conducted the last week of each month. The date and time of each meeting to be determined by mutual agreement between Management and the Union.

**B.** Labor-Management Committee meetings participated in by the employer and the Union. shall not be held in conjunction with other crafts.

**C.** All matters resolved shall become binding upon by both parties.

**D.** Minutes shall be posted on clerk bulletin board

This Memorandum of Understanding is entered on **May 1, 2007** at El Toro, California 92630 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, El Toro Installation, pursuant to the Local Implementation provision of the **2006-2010** National Agreement.

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For the US Postal Service  
Manavy Lee, Postmaster  
El Toro, California

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