

2006-2010
Local Memorandum of Understanding
United States Postal Service - Buena Park, California 90622
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 Buena Park, California Post Office and the following organization: American Postal Workers Union - Southwest Coastal Area Local.

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

A. Bargaining unit employees shall be granted five (5) minutes wash up time before clocking out.

B. Motor Vehicle and Maintenance employees shall be granted five (5) minutes wash up time before clocking out. Anything in excess of five (5) minutes, the employee should show a need that he was working with toxic materials.

SECTION 2 - WORK WEEK

A. The parties reserve the right to discuss and act on further changes during the life of this agreement.

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

A. If any of the following conditions should exist, the following emergency procedures shall be implemented:

1. Bomb Threat-USPS Contingency Plan will be used, with a copy supplied to the Union.
2. Earthquake-USPS Contingency Plan will be used, with a copy supplied to the Union.
3. Smog Alert-work will be suspended if directed by regional USPS.
4. Fire-Any time a fire exists, employees shall be alerted by PA system, giving location of fire. Building shall be evacuated if determined necessary.

B. Any lost time caused by the above will be charged according to existing regulations.

SECTIONS 4-12 - FORMULATION OF LOCAL LEAVE PROGRAM

A. Coverage: The following annual program covers all clerks, special delivery messengers, maintenance and vehicle maintenance employees of the office. Installation seniority within each craft shall prevail at all times when bidding for vacation.

1. An employee may at his option, request two selections during his/her first choice in units of

either five (5) or ten (10) working days, the total not to exceed the ten (10) or fifteen (15) days as provided for in Article 10, Section 2-D-3 of the National Agreement.

2. After all employees have had their first choice of vacation, a second round of bidding, by seniority, shall take place at which time an employee may use up to four (4) weeks of his or her annual leave. A third round of bidding, by seniority, shall take place at which time the employee may use any or all of his or her remaining leave.
3. There will be a twenty-four (24) hour time limit in which the appropriate senior employee must make a selection or be passed over.
4. After the third round of bidding has been completed, vacation periods will be given on first come basis. In case of two requests being received at the same time, seniority will prevail.
5. Cancellation of vacation periods must be submitted in writing two (2) weeks in advance, in order to require posting for bid.
6. **Cancellation of less than two weeks will be posted for incidental leave based on first come first serve. Seniority will prevail if submitted on the same day. Selection must be made prior to the posting of the weekly schedule.**
7. Vehicle Maintenance, and Maintenance will be a separate unit, and seniority shall prevail in bidding.
8. Every possible consideration for appropriate leave shall be given in situations of personal emergency.
9. Military leave will not count as a choice of employees bid vacation time.
10. Any vacation periods which become vacant as a result of a transfer, retirement or resignation, must go up for bid for seven (7) days, provided said notice is received at least two (2) weeks prior to the above affected vacation periods. It is the responsibility of the installation head to post within three (3) days of receipt.

B. Insufficient Leave:

1. Employees without sufficient leave to their credit may not bid on canceled vacation periods.
2. Employees who have used up their vacation time (through use of emergency leave or use of annual leave in daily use) may request LWOP on Form 3971 to cover his/her own bid vacation period. A decision shall be rendered by the installation head within six (6) days of request. If disapproved, it shall be considered written notice of cancellation and said period shall be posted for bid, provided the Form 3971 was submitted three (3) weeks prior to the affected vacation period.

C. Exchange Leave: Mutual exchange of annual leave periods will not be permitted.

D. Duration of the Choice Vacation Period: The choice vacation period shall be from the first full week of May through the last full week of September.

E. Determination of the beginning day of an Employee's Vacation Period: The beginning day of an employee's vacation period shall be Monday.

F. Whether jury duty and attendance at National or State Conventions shall be charged to the Choice Vacation Period:

Employees required to absent themselves for the purpose of jury duty or to attend national or state conventions shall not have such time charged to the choice vacation period, nor will such employees be required to forfeit a previously scheduled choice vacation period.

G. Determination of the maximum number of employees who shall receive each week during the Choice

Vacation Period:

1. There shall be a minimum of twelve percent (12%) allowed off each week during the Choice Vacation Period.
2. And ten percent (10%) the remainder of the year. If clerk compliment of Regulars and PTF's remains at 30 or more, then one clerk will be allowed off during the first three (3) weeks of December and the week of Christmas will be excluded. The .5 rounding rule shall apply. The percentage formula shall apply each November 1, after consultation with the Union.
3. **The maximum number of full time window clerks allowed off each week will be two (2).**

H. The issuance of official notices to each employee of the vacation schedule approved for him/her:

1. Management shall call bargaining unit employees, in seniority order beginning with the senior employee, to view the vacation chart which shall show all periods not bid upon. After review, the employee shall fill out the Form 3971 and his name shall be entered on the chart.
2. Employees in the bargaining unit shall submit bids for leave on Form 3971 provided by the employer, in duplicate, with seniority number in appropriate space.
3. An approved copy of the Form 3971 shall be returned to the employee indicating the vacation schedule approved.
4. Master vacation chart shall be posted in the glassed-in case for the entire year.
5. 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.

I. Determination of the date and means of notifying employees of the beginning of the new leave year:

1. In accordance with Article 10, Section **3a**, the employer shall no later than November 1 publicize on bulletin boards and by other appropriate means, 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.
2. Vacation bidding will begin the first work day after December 1.

J. The procedures for submission of applications for annual leave during other than the Choice Vacation Bidding:

Applications submitted for annual leave, other than bid vacations, shall be submitted on Form 3971 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.

K. The determination as to whether annual leave to attend Union activities requested prior to the determination of the Choice Vacation Schedule is to be part of the Choice Vacation Plan:

When an officer or member of this organization requests leave to attend Union activities prior to the determination of the choice vacation schedule, it shall not be charged to the choice vacation.

SECTION 13 - HOLIDAYS

A. Schedule qualified employees to work on a holiday or their designated holiday in the following order:

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

B. Qualified employees are those having the skills needed.

SECTION 14 - OVERTIME

A. Overtime desired lists shall be divided into two sections within the installation, which are Main Office and Station "A", and by craft.

1. An overtime list shall be posted at the Main Office. Those employees eligible to sign this overtime list shall be clerks who normally work all or the majority of their tour bid job at the Main Office.
2. An overtime list shall be posted at Station "A". Those employees eligible to sign this overtime list shall be clerks who normally work all or the majority of their tour bid job at Station "A".
3. When either list is exhausted, when overtime is needed, then and only then may qualified clerks on the opposite list be called in on overtime, in the office which they normally do NOT work.

SECTIONS 15-17 - LIGHT DUTY

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

B. The local branch of APWU will be notified of employees on temporary or permanent light duty assignments and the duration if temporary, and craft copy initialed by installation head.

SECTIONS 21-22 - SENIORITY AND POSTING

A. The organization shall be consulted of changes in duty assignments and given an explanation of service needs for required changes, and the craft's notations will be initialed by the installation head.

B. Length of posting: The notice shall remain posted for seven (7) days.

C. The successful bidder shall be placed in the new assignment within fifteen (15) calendar days except during the month of December.

D. 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.

E. Seniority

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 immediately sent a copy of the roster for each craft it represents after each updating.

MISCELLANEOUS

LABOR-MANAGEMENT MEETING

- A.** Labor-Management meeting will be held monthly. The meeting will be held on the second Tuesday of each month. Meeting date may be changed by mutual consent. There will be a one (1) hour time limit.
- B.** Two (2) representatives will represent the APWU on the clock.

This Memorandum of Understanding is entered on **April 17, 2007**, at Buena Park, California 90622 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, and Buena Park, California Installation pursuant to the Local Implementation Provision of the **2006-2010** National Agreement.

For the US Postal Service
Jaquita A. Deter, Postmaster/OIC
Buena Park, California

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