

**2006-2010  
Local Memorandum of Understanding  
United States Postal Service - Cypress, California 90630  
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 negotiated agreements represents and constitutes an Agreement between the management of Cypress, California Post Office (hereinafter referred to as the "Employer") and American Postal Workers Union, AFL-CIO, Southwest Coastal Area Local, Cypress Installation (hereinafter called the "Union"), on personnel policies and practices and working conditions.

**B.** The Memorandum of Understanding covers all crafts 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 part of this Agreement.

**D.** Clerks at the Installation are defined as finance-support-distribution.

**SECTION 2 - WORK WEEK**

The regular work week for this bargaining unit shall be as follows:

**A. Clerks**

1. Window clerks five (5) days with fixed days off.
2. Distribution clerk and window distribution clerk (5) days with rotating days off or fixed days off. In the event that work schedules need to be modified it can be negotiated thru Labor-Management meetings.

**B. Maintenance-** 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 Cypress local officials responsible for community safety, such as but not limited to, police chief, fire chief and 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 special orders that may be given.

## **SECTIONS 4-12 - LEAVE**

### **A. Formation of local leave program.**

1. The employer shall, no later than November 1, publicize on the bulletin boards and by other appropriate means the beginning of the new leave year.
2. The employees leave week shall be Sunday through Saturday.
3. Employees required to absent themselves for the purpose of serving on jury duty or to attend National or State Conventions shall not be required to forfeit a previously scheduled choice vacation period.
4. When an officer or member of the organization request leave to attend union activities prior to the determination of the choice vacation schedule, it shall be included in the choice vacation plan.
5. The leave chart will be posted on the official bulletin board.

**B. Choice leave period shall be first full week of the new leave year through the last week in the leave year, except for the month of December.**

**C. Number of employees off during choice period shall be at fourteen percent (14%). The fourteen percent (14%) factor shall be applied May 1, and September 1. It is understood the .5 Rounding Rule shall apply. If leave is to be canceled it shall be done the Wednesday prior to, after consultation with the Union.**

1. Any extended absence will be considered as part of the fourteen percent (14%) factor, including military, jury duty, emergencies and medical.

### **D. Bidding procedures for annual leave:**

1. There will be three (3) annual leave lists, one (1) for Main Office finance, one (1) for South Station finance, and one (1) for all other clerks.
  - a. Main Office includes all window positions at M/O and window relief positions, box clerk, accounting clerk and window technician.
  - b. South Station includes window positions assigned to South Station and window relief and/or other clerks with South Station financial accountability.
2. During first bid, employees at their option may request two (2) selections during the choice vacation period, in units of either five (5), ten (10), or fifteen (15) days.

**E. Each year prior to November 1, the local union steward and management may meet to negotiate the distribution of leave for the upcoming year to accommodate the changing work force.**

### **F. Unscheduled leave.**

1. Unscheduled leave may be bid any time after scheduled bidding is completed and for any opening that exists in the leave year.
2. Unscheduled leave of less than five (5) days shall be approved or disapproved the Tuesday preceding the work week in which the leave shall be taken. Requests will be honored on a first come-first serve basis unless more than one request is received at the same time then seniority shall apply.

### **G. Cancellation of annual leave.**

It is understood by both parties that when an employee wishes to cancel annual leave signed for, that

such cancellations must be made at least two (2) weeks in advance for the starting date for such annual leave, and that management will then post the vacancy for bid period of five (5) days.

**H. Definition of scheduled and unscheduled leave.**

1. For the purpose of this Memorandum of Understanding, scheduled leave is defined as that leave which is bid during regular bidding periods for leave.
2. All other annual leave is considered to be unscheduled leave.

**I. Two (2) slots (1 window and 1 distribution clerk) will be made available for the week prior to Christmas. Each year prior to November 1, the local union steward and management will meet to negotiate Christmas leave.**

1. If there will be any, as it is optional.
2. How many employees will be allowed off.
3. How many weeks of December will be available. Extended absences may affect the honoring of any annual leave during the month of December.

**SECTION 13 - HOLIDAYS**

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

1. Full-time and part-time regulars 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 on a reverse seniority basis from those employees whose regular schedule includes the holiday.

**B. Qualified employees are those having the skills needed.**

**SECTION 14 - OVERTIME DESIRED LIST**

Overtime desired list shall be in accordance with Article 8 of the National Agreement and shall be by section.

**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 physician or chiropractor, provided the employee has the skill.**

**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.

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

**A. Seniority.**

The installation head shall post and furnish a copy of an updated seniority list to the Union on a quarterly basis during the months of January, April, July and October.

**B. Posting.**

1. Vacant tour shall be posted for seven (7) days. Successful bidders will be placed in their new assignments no later than the next pay period after the award is made.
2. A position shall be declared vacant and posted in the manner prescribed when:
  - a. Schedule starting time is changed more than one (1) hour.
  - b. Entire scheme is taken away.
  - c. Full-time window is changed to a distribution clerk.
  - d. Relief window is changed to full-time window.
3. A copy of all positions going up for bid and all positions awarded will be given to the Union.

**MISCELLANEOUS**

**LABOR-MANAGEMENT MEETINGS**

Labor-Management meetings will be held not less than once each quarter at a time and place mutually agreed upon by Management and the Union. However, if circumstances demand meetings at other times, they will be called by mutual consent of the Union and Management. The Labor-Management Committee will comprise three (3) members of the American Postal Workers Union and three (3) members of Management. One member of the American Postal Workers Union will be on official time.

This Memorandum of Understanding is entered on **May 1, 2007** at Cypress, California 90630 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, Cypress, California Installation pursuant to the Local Implementation Provision of the **2006-2010** National Agreement.

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For the US Postal Service  
Pedro Estrada, Postmaster/OIC  
Cypress, California

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