

**2006-2010
Local Memorandum of Understanding
United States Postal Service - La Habra, California 90631
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 La Habra, California Post Office and the American Postal Workers Union, Southwest Coastal Area Local.

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 1 - WASH UP PERIOD

Installation head shall grant reasonable wash-up time to all employees who perform dirty work or work with toxic materials before lunch and at end of tour.

SECTION 2 - WORK WEEK

The regular work week for the full-time regular employees in this bargaining unit shall be five (5) days with rotating days off. Tour 2 will have 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 considerations 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.

Bomb threats will be handled in accordance with Publication 159, "Contingency Plans, Bombing Threats and Bomb Scares."

Any lost 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 - ANNUAL LEAVE

FORMULATION OF LEAVE PROGRAM

A. The vacation leave year shall be from the first Monday in February through the last week of January.

B.

1. If requested, at least 1 (1) clerk on Tour 1 and two (2) clerks on Tour 2 will be granted annual leave during the first week in January through the last week in November. During the month of December, a maximum of one (1) clerk from Tour 1 and one (1) clerk from Tour 2 will be allowed annual leave. One maintenance employee may take one week in December. One maintenance employee may be off during the rest of the choice period.
2. After the initial two rounds of bidding are completed a one slot maximum can be reserved for long term illness, pregnancy, military leave, jury duty, OWCP and LWOP to the maximum of four (4) consecutive weeks per incident, commencing on the first day of absence, providing a slot is open. A continuing absence cannot be carried over into the next postal calendar year.

C. Annual leave period shall begin on Monday and end on Sunday each week.

D. On the first round of bidding, each employee may select one (1) period of five (5), ten (10), or fifteen (15) consecutive days.

E. A leave chart shall be posted in all units and shall be kept up to date by the employer.

F. Conventions

1. By January first of each convention year, the Union shall notify the Employer of the number of weeks to be reserved for a delegate who will be attending the National and/or State conventions.
2. Vacation periods reserved for delegates to attend conventions shall be within the scheduled leave complements.

G. When the roster for the first choices has been completed, there shall be a second round for the remaining leave employee(s) will take during the leave year.

H. After the initial sign up period is completed, any vacation that is open on the clerk vacation board shall be granted to clerks upon request using PS Form 3971 submitted to immediate supervisor. Management's approval or denial shall be conveyed to the employee on PS Form 3971 within a maximum of seven (7) calendar days of the submittal date but in no case later than Tuesday of the preceding week. Priority for these requests shall be on a first in-first out basis. Seniority will apply on same day submission of PS Form 3971.

I. Incident/occasional leave shall be granted for vacant slots/weeks on the vacation board. The granting of leave will be on a first come, first serve basis (seniority will apply on same day submission of PS Form 3971). Leave must be requested no later than the Monday prior to the vacant week requested. Full weeks will take precedent over day or days selection unless the leave is requested within two (2) weeks of the vacant leave week/slot. Management will respond to all requests within forty-eight (48) hours.

J. It is mutually agreed that if the compliment level falls below twenty (23), the vacation board will revert to three (3) slots, one (1) for tour 1, and two (2) for tour 2 to either tour by seniority. It is also agreed that if the compliment level falls below fifteen (15), the entire vacation allotment will be reviewed. Should the compliment increase, both parties agree to similarly review the annual leave allotment.

BIDDING PROCEDURE

A. The bidding and awarding of annual leave shall be by city-wide seniority.

B. A seniority list, bidding schedule, and vacation board shall be posted by November 15, for the following leave year. Bidding for annual leave shall begin on the first Monday on or after December 1, and shall be completed by January 30. Employees will be allowed a maximum of twenty-four (24) hours to make a choice.

C. Management shall call bargaining unit employees, in seniority order to view the vacation chart which shall show all periods not bid upon. After review, the employee shall fill out the bid PS Form 3971 and his/her name shall be entered on the chart.

D. Employees in the bargaining unit shall submit bids for leave PS Form 3971 provided by the employer, in duplicate with a seniority number in the upper right hand corner.

E. An approval copy of the PS Form 3971 shall be returned to the employee indicating the vacation schedule approved.

F. Bargaining unit employees on approved leave at the time of their vacation selection shall be notified by the employer of the time the employee may submit his selection for leave, providing the employee furnishes sufficient information for the employer to contact him/her expeditiously and with no abnormal expense to the employer.

G. When the schedule has advanced beyond an employee for lack of signing, that employee will be afforded the opportunity to sign at any time he/she later makes his/her wishes known and bids shall be available periods still remaining.

H. Employees on their non-scheduled work day may make their selection by telephone when it is their turn to sign up for vacation. Employee must confirm this selection on PS Form 3971 immediately upon return to duty.

I. Incidental/occasional leave shall be granted for vacant slots/weeks on the vacation board. The granting of leave will be on a first come, first serve basis (seniority will apply on same day submission of PS Form 3971). Leave must be requested no later than the Monday prior to the vacant week requested. Full weeks will take precedent over day or days selection unless the leave is requested within two (2) weeks of the vacant leave week/slot. Management will respond to all requests within forty-eight (48) hours.

CANCELLATION PROCEDURES

A. Cancellation of schedule annual leave shall be submitted in writing to the immediate supervisor at least two (2) weeks in advance of scheduled leave.

B. Members of the bargaining unit receiving notice of dates for jury duty that falls during their chosen vacation periods shall be permitted to cancel scheduled leave within the two (2) week requirement even though notice to serve on jury duty was received after the deadline for cancellation requirements.

C. Employee will compute their accrued leave from the time card prior to going on leave. Where insufficient annual leave is accrued, employees must cancel their bids two (2) weeks prior to the scheduled leave time.

D. The mutual exchange or trading of vacation period(s) shall not be allowed except in an emergency and with the approval of the Union and Employer.

E. Any vacation time surrendered shall be posted for bid. An employee wishing to surrender scheduled annual leave shall notify the scheduling supervisor in writing no later than two (2) weeks preceding the scheduled leave except in an emergency situation. Seniority for surrendered annual leave shall prevail. The decision for awarding such leave shall be made when possible by Wednesday of the following week.

F. In the event that leave is granted beyond the scheduled number originally allowed and a leave period is vacated, it will not be posted for bid.

SECTION 13 - METHOD OF SELECTING EMPLOYEES TO WORK ON A HOLIDAY OR THEIR DESIGNATED HOLIDAY

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. **All** full-time and part-time regulars who have volunteered to work on their holiday, selected by seniority on a rotating basis.
4. **All** full-time and part-time regulars who have not volunteered to work on their holiday, selected by reverse seniority on a rotating basis.
5. **Full time regulars on the OTDL if there is a need for additional full time coverage subsequent to the holiday schedule posting.**
6. **Full time regulars not on the OTDL based on inverse seniority on a rotating basis.**
7. **A record of full time regulars who have worked the holiday will be kept by the supervisor.**

B. Qualified employees are those having the skills needed.

SECTION 14 - OVERTIME

A. The employer shall exercise a concerted effort to schedule overtime on an equitable basis from the "Overtime Desired List".

1. Employees from the overtime desired list within the section where overtime is needed.
2. Volunteers by seniority.
3. Employees not on the overtime desired list selected by inverse seniority

B. Overtime desired list shall be by section:

1. Distribution.
2. Window.
3. All other areas.

C. Notice of overtime shall be given at least two (2) hours in advance to those people who are present and who may be required to work.

SECTION 16-17 - LIGHT DUTY

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

SECTION 18 - REASSIGNMENTS

When it is proposed to reassign within an installation employees excess to the needs of the section, the section for this installation shall be:

1. Window
2. Distribution
3. Time and Attendance
4. Claims

SECTIONS 21-22 - PRINCIPLES OF SENIORITY AND POSTING

A. Bid notices shall be posted for seven (7) days. Any employee on leave shall be notified of any bids posted, provided he/she requests so in writing.

B. The successful bidder shall be placed in the new assignment within ten (10) working days after receiving the award.

C. Any permanent change in starting time exceeding one (1) hour must be posted for bid.

D. The up-dated seniority roster for each APWU craft shall be provided to the Union during January, April, July, and October.

E. When the employee's seniority roster is posted, the individual's uniform anniversary dates shall be indicated, as applicable.

Miscellaneous Provisions

LABOR-MANAGEMENT COMMITTEE

- A.** Labor-Management Committee meetings participated in by the Employer and the union shall not be held in conjunction with other crafts.
- B.** Labor-Management Committee meeting shall be conducted on the last Wednesday of each month. The meeting shall convene at **9:30AM**.
- C.** An agenda of issues for discussion will be mutually presented, but no later than the Friday immediately preceding the date of the meeting.
- D.** Minutes of the meeting shall be prepared by the Employer and a rough draft presented to the Union within two (2) working days following the date of the meeting. The minutes will not be accepted by the Union if there are any deficiencies or if there are any corrections to be made. When the minutes are acceptable, the Union will initial its acceptance of the rough draft. Following this, the Employer shall post typewritten copies on the bulletin board with two (2) copies going to the Union. Such posting shall be no later than on the tenth day following the date of the Labor-Management meeting.
- E.** All matters which are resolved with complete agreement by both parties at Labor- Management meetings shall become binding by both parties.

DISCIPLINE PROCEDURE

- A.** Employee shall not be reprimanded in the presence of other employees.
- B.** Supervisors shall not discuss any employee's performance in the presence of other employees.

MAILING PAY CHECKS

The employer shall send pay checks via official mail to those employees who request such service in writing and who provide a specific address.

SAFETY AND HEALTH

- A.** No employee shall operate any equipment and/or machines until he/she has completed a training program and is certified by the instructor. Such training shall include knowledge of current usage thereof any safety precautions pertaining thereto. Each employee so instructed shall certify that he/she has read and understood the operating manuals.
- B.** Those daily assignments that require standing or sitting shall be equalized as much as possible.

SCHEMES

- A.** A new and complete scheme will be published whenever two (2) major scheme changes have been made.
- B.** An accurate scheme shall be maintained by the supervisor

TELEPHONE USAGE

- A. Employees will be permitted the use of the post office telephones (for local calls only) with the permission of a supervisor.
- B. Unlisted telephone numbers shall be accessible to supervisory personnel only.

This Memorandum of Understanding is entered on **May 14, 2007** at La Habra, California, between the representatives of the United States Postal Service and the American Postal Workers Union, AFL-CIO, Southwest Coastal Area Local, La Habra Installation pursuant to the Local Implementation Provision of the **2006-2010** National Agreement.

For the US Postal Service
Thomas Hanson, Postmaster
La Habra, California

For the American Postal Workers Union
Bobby Donelson, President
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