

2010-2015
Local Memorandum of Understanding
United States Postal Service - Huntington Beach, California 92647
and
American Postal Workers Union, AFL-CIO
Southwest Coastal Area Local
National Agreement
Article 30
Recognition

PARTIES TO THE AGREEMENT

Entered into to supplement the nationally negotiated agreement, this represents and constitutes the Agreement between the Huntington Beach Post Office(hereinafter known as the "Employer") and the American Postal Workers Union, AFL-CIO, Southwest Coastal Area Local(hereinafter known as the "Union") on personnel policies, practices and working conditions.

This Local Memorandum of Understanding covers all craft employees of the Huntington Beach Post Office in units certified at the local level for which the Union has been certified as the National Representative. The Huntington Beach Installation of the Southwest Coastal Area Local, American Postal workers Union, AFL-CIO, is hereby recognized as the representative Union for the Clerk Craft, Maintenance Craft, and the Motor Vehicle Service Craft.

This Memorandum of Understanding has no force and effect with respect to employees certified as excluded under the provisions of Article 1, Section 2, of the working agreement.

Should any part of this Agreement or any provisions contained herein be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by a court of competent jurisdiction, such invalidation of such part or provision of this Agreement shall not invalidate the remaining portions of this Agreement and they shall remain in full force and effect.

By entering into this Agreement, the Employer does not in any way accept any concept or express any view regarding internal Union procedures which are not properly determined by collective bargaining, and are matters properly regulated by methods outside of that process.

It is understood that each item in this Local Memorandum of Understanding is started with "it is agreed".

SECTION 1 - WASH-UP TIME

- A. The parties recognize that, within occupational groups represented by the Union, workers may be engaged in work, which can be identified as dirty or toxic.
- B. The Employer shall grant reasonable wash-up time to employees prior to lunch and/or at the end of tour and in accordance with past practice.

SECTION 2 - WORK WEEK

- A. The regular work week shall consist of five (5) days, with fixed days off for full-time regular employees.

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

- A. Responsible Postal officials shall examine the situation immediately when local emergency conditions warrant the wholesale closing of business and other industries. In accordance to the impact on employees, Postal officials may grant Leave Without Pay, Annual Leave and/or other leave.
- B. They also shall determine the utilization of the scheduled workforce by the severity of the specific needs of the U.S. Postal Service with specific emphasis on the preservation of the health and welfare of the employees at the local installations.
- C. When an alleged explosive device has been discovered or a threat made against the Postal facility and verified by a Postal and/or Huntington Beach City official, the facility shall be completely evacuated until all safety measures have been taken by the proper authorities.

- D. The Union shall be notified as soon as possible when breakdown of air conditioning or heating units result in abnormally warm or cold working conditions. Responsible Postal officials shall not only consider temperature but, humidity, air movement and other factors that affect the climate of the working environment.
- E. The Employer shall be guided by qualified authority recommendations and shall make the safety of the employees their prime concern when taking appropriate actions to protect and assure the safety and welfare of all employees. When possible, a consultation shall be held between the Union and the Employer as to the advisability of curtailment or termination of Postal operations.
- F. There shall be a semi-annual evacuation drill. The Employer agrees to inform employees in each section regarding correct emergency procedures at least semi-annually.
- G. In the event of civil or natural disturbances or the existence of any emergency condition which would cause Postal employees or their immediate family to place themselves in danger of great bodily harm, those employees may be excused from duty. Any employee so excused shall make every attempt to contact the Employer at their regular Postal facility to report the circumstances in detail prior to their reporting time.

SECTIONS 4 - 12 - ANNUAL LEAVE

- A. The annual leave year shall be the Postal leave year, beginning with the first full pay period week in January, excluding the first two full weeks in December.
- B. Scheduled annual leave as posted on the annual leave board shall begin on Monday. Employees shall sign up in the section where they regularly perform the majority of their bargaining work.
- C. December is designated as sign-up month for the annual leave periods. The selection of annual leave shall begin on the first Tuesday in December. Starting at 11:00 AM, employees, by seniority, shall make their selections. After being notified that it is their opportunity to sign up, an employee has up to twenty-four (24) hours or the next business day to submit their bid in each applicable cycle of annual leave. If an employee is non-scheduled on their day to bid, the bidding sign up shall cease until that employee's next scheduled day. If an employee is on leave when it is their opportunity to bid, the bidding cycle shall cease. The employee will immediately be contacted and informed by the Employer of this occurrence and requested to come in to their Postal facility at their earliest convenience (in order not to delay the bidding process) and submit their bid(s).
- D. There shall be three cycles of bidding. In the first cycle of bidding, no employee shall be granted leave within the choice weeks in excess of the amount indicated below. Awarding of annual leave shall be by seniority. Each employee shall be given a copy of PS Form 3971, in duplicate, so they may submit their bid(s). The duplicate copy shall be initialed by the Employer and returned to the employee therefore indicating that their annual leave request has been granted by the Employer.
- E. Employees must have sufficient earned leave available to cover their leave request. Employees who have used up their annual leave (through the use of emergency leave or of annual leave in daily use) may be granted Leave Without Pay to cover their bid annual leave if approved by the Employer.

Earning 13 days per year - 10 days,
 Earning 20 days per year - 15 days,
 Earning 28 days per year - 15 days

- F. In the first cycle of bidding, regular employees may request annual leave with up to two (2) selections within the choice weeks in units of five (5) or (10) days, according to seniority.
- G. During second cycle of bidding, regular employees may request, in units of five (5) days, the remaining leave the employee will earn during the leave year, according to seniority.
- H. During the third cycle of bidding employees will be allowed to sign up for all remaining annual leave they have earned and have left after the second cycle, including carryover leave from previous year(s), according to seniority.
- I. After the third (3) cycle is complete, remaining vacancies in annual leave (other than canceled leave) shall be posted by the Employer and remain open for application on first come, first served basis. Employees may make application for any part of or week on a PS Form 3971, in duplicate.

The duplicate copy shall be initialed and returned to the employee. The Employer shall grant all employee requests for leave during the vacant weeks provided such requests have been submitted seven (7) days in advance of the leave period desired and shall, to the extent practical, grant requests for vacant leave submitted less than seven (7) days in advance of the leave week desired. When more than one employee request is made on the same day, the annual leave shall be granted by seniority.

- J. The leave "board" that is used for sign-ups shall be secured by the Employer but, shall be available for review by the Union. Typewritten copies of the original leave "board" for each section shall be posted in the respective section of each postal facility at all times after the third bidding cycle is completed. When an annual leave period becomes vacant, the Employer shall draw a single line through the vacating employee's name with the date and their initial. The successful bidder's name(s) for the vacated period shall be added, dated and initialed by the Employer. The Employer, who maintains the bidding, canceling and re posting of annual leave shall provide immediate notification of all such activities and/or changes to the Union.
- K. During the third (3) cycle, all employees shall be required to sign-up for all accrued leave weeks that would be in excess of the four hundred forty (440) hours of annual leave allowed to be carried over at the end of the leave year.
- L. The Choice period shall be Memorial Day week through Labor Day week, with the addition of Easter week, Thanksgiving week, Christmas week and New Year's week.
- M. The maximum number of clerks to be granted annual leave each week shall be thirteen percent (13%) in each section during initial bidding as indicated. Leave requests submitted after initial bidding shall be available up to a guarantee of nine percent (9%) or one employee per section, whichever is greater. Weeks in the choice period shall be excluded from the nine percent (9%) formula and shall be subject to thirteen percent (13%) for all leave requests.

Huntington Beach Work Sections:

- 1. Distribution Clerks, AM Tour 1(Start Time Before 0600) - 92647
Distribution Clerks, AM Tour 1(Start Time Before 0600) - 92649
- 2. Distribution Clerks, AM Tour 1(Start Time Before 0600) - 92648 (Includes AM PSEs)
- 3. Distribution Clerks, PM Tour 2(Start Time After 0600) - (includes PM PSEs)
- 4. Administrative Clerks, Main Office
- 5. Window Clerks, Main Office (includes Pool Clerks)
- 6. Bulk Mail Clerks
- 7. Window Clerks, Haxton Station
- 8. Distribution Clerks, Haxton Station (Includes PSEs)
- 9. Beach Center Station Clerks

- N. NTFT and PSE employees are included in the work group where they regularly perform the majority of their work.
- O. Employees in Maintenance and the VOMA shall be limited to one employee off per week in each respective group.
- P. In applying the thirteen percent-nine percent (13%-9%), any fractions of .50 or more shall mean one

additional employee. Any fractions less than .50 shall be discarded except that at least one (1) employee in the respective group shall be granted annual leave. If the thirteen (13%) and nine (9%) percents do not provide enough vacation weeks the fraction shall be rounded up to the next whole number.

- Q. During the first cycle of bidding when the schedule has advanced beyond an employee for lack of submitting an application, the employee's application shall be accepted any time within the December sign up month, by seniority. Bids shall be approved for available weeks in the choice annual weeks still remaining.
- R. When an employee wishes to cancel annual leave week(s) granted; written notice shall be given at least fourteen (14) days in advance of the starting date for such annual leave; as to give other employees consideration time for vacated leave. The employee shall submit a PS Form 3971, in duplicate to the Employer declining their annual leave week(s). Any cancellation by less than fourteen (14) days of the starting date for such annual leave will require mutual agreement between the Union and the Employer. Canceled or vacated annual leave week(s) shall be posted for three (3) days and granted, by seniority, subject to the nine percent (9%) formula, except that at least one (1) employee in the respective work group shall be granted this annual leave.
- S. A vacant annual leave week not granted after being posted for three (3) days by the Employer shall be then re posted as available for occasional leave in units of one (1) day or more on a first-come, first-served basis to an employee in the section having the week, subject to the nine percent (9%) formula, except that at least one (1) employee in the respective work group shall be granted annual leave. The employee who was granted and canceled the annual leave week shall be permitted the first opportunity to select and be granted this available occasional leave. Seniority shall then be the determining factor on other submissions bearing the same date. Requests shall be submitted no later than Tuesday prior to the service week in which leave is desired. However, the Employer, shall, to the extent practical, grant requests for vacant leave submitted later than the prior Tuesday. Leave in excess of nine percent (9%) may be approved subject to the needs of the Employer.
- T. PS Form 3971 (Request for Leave) and PS Form 3189 (Request for Schedule Change) submitted by the employee shall be returned approved or disapproved by the Employer within two (2) business days. Denied requests may be resubmitted at a later date for reconsideration.
- U. Previously granted annual leave shall not be canceled by the Employer if the employee bids onto a job in another work group. If the previously granted leave period is available in the employee's new work group, the employee shall fill that leave period. This employee's vacated leave period shall then be posted for occasional leave bidding.
- W. There shall be allowed two (2) Union delegates off for the National, State and Regional Conventions. This will be Union Leave Without Pay and not charged as employee annual leave. Jury duty shall not be charged to annual leave.
- X. Regular employees may exchange granted annual leave within their work groups.
- Y. Every possible consideration shall be given to employees for appropriate leave in situations of personal emergency, desiring to be off on special occasions, for observance of birthdays, other non-paid holidays (religious or otherwise) and extended annual leave shall be allowed based on each individual circumstance and to the extent possible within the needs of the Employer.
- Z. Once an employee completes their probation, they shall be given an opportunity to sign up for vacant annual leave periods.

SECTION 13 - HOLIDAYS

- A. The following order shall be used for holiday scheduling:
 - 1. All full time regular employees who possess the necessary skills and have volunteered to work on the holiday or designated holiday.
 - 2. Full time regular volunteer employees whose scheduled non-work day's falls on the holiday and possess the necessary skills, even though the payment of overtime is required, by seniority.
 - 3. All PSE employees to the extent possible, even if payment of overtime is required, by seniority.
 - 4. Full time regular employees who have not volunteered to work their holiday, starting with lowest seniority.

5. Full time regular non-volunteer employees whose scheduled non-work days falls on the holiday or designated holiday and possess the necessary skills, even though the payment of overtime is required, starting with lowest seniority.
- B. Those employees whose holiday falls in conjunction with bid annual leave shall not be scheduled to work the holiday.
- C. A sign-up list shall be posted at least two weeks prior to each holiday schedule being posted.

SECTION 14 - OVERTIME

- A. There shall be eight (8) overtime desired lists with three categories each; pre-tour, post tour, and non-scheduled day as follows:
 1. Main Office - Tour 1(Based On Start Time Before 0600) - 92647 Mail Processing/Distribution Clerks
- 92648 Mail Processing/Distribution Clerks
- 92649 Mail Processing/Distribution Clerks
 2. Main Office - Tour 2(Based On Start Time Before 1200) - Distribution Clerks/Bulk Mail Clerks
 3. Main Office - Window Section - Sales Associates, Administrative and Pool Clerks
 4. Beach Center Station - Clerks
 5. Haxton Station - Window Section - Sales Associates
 6. Haxton Station - Mail Processing/Distribution Clerks
 7. Maintenance Employees.
 8. Motor Vehicle Employees
- B. Employees may sign up for any list in their respective Postal facility. However, employees working within the section, where they regularly perform the majority of their bargaining work, shall have preference for overtime. Scheduling will be based on needed skills and availability.
- C. The Employer shall rotate overtime for each section, beginning with the senior employee, during the Postal accounting quarter so that all employees desiring overtime in their section may be given opportunities for such.
- D. An employee shall be allowed to decline an overtime opportunity three (3) times per quarter.
- E. Employees on requested schedule changes shall not be allowed to work overtime.
- F. Whenever possible, employees shall be notified one hour in advance of required overtime beyond their schedule and shall be allowed to use a telephone to notify someone that they will be working late.

SECTIONS 15 - 17 - LIGHT DUTY

- A. Temporary light duty assignments are defined as any available craft work in the ill or injured employee's craft which an employee represented by the union is physically able to perform. This shall be determined through consultation between the Employer, the Union and shall be guided by the employee's examining physician's report.
- B. The number of light duty assignments shall be determined by the above.
- C. After a permanent light duty assignment has been approved pursuant to Article 13, the duties of the assignment shall be determined through consultation between the Employer, the Union, the employee and shall be guided by the employee's examining physician's report.
- D. No light duty assignments shall be established on a "make work" basis.
- E. The Union shall be notified of any permanent re-assignments made under the Rehabilitation Program.

- F. The Union shall be notified in advance and in writing of any cross craft limited or light duty assignment.
- G. The Employer shall make every effort to give a light duty employee eight (8) hours of work where possible.
- H. Any employee in a light duty status shall be secure in their bidding and seniority rights, subject to the National Agreement.

SECTION 19 - PARKING

- A. Safe employee parking shall be provided for all employees. Car pool parking spaces close to the Postal facility shall be provided if requested. Employees shall not park in assigned parking spaces or in customer designated parking spaces in front of the Postal facility.

SECTIONS 21 - 22 - SENIORITY AND BID POSTING

- A. Specific provisions for posting for each craft are contained in the craft posting provisions of the National Agreement.
 - 1. All vacant or newly established assignments and jobs shall be posted for bid on Tuesday at 2:00 PM and removed ten (10) days later on Friday at 2:00 PM. Results shall be posted the following Tuesday at 2:00 PM.
 - 2. No position shall be re posted if the change in starting time is changed one (1) hour or less. (CBA)
- Art 37.3.A.4.b All other changes (including but, not limited to: a 50% change in duties (means actual duties performed), a change in principal assignment area, a deletion or addition of at least one (1) scheme, if fixed (or flexible) credits are added or deleted, and/or the addition of Window duties shall be submitted to the Union and if mutual agreement can be reached between the Union, the Employer, and the employee, the job shall not be re posted. If there is no agreement, then the job shall be re posted.
- B. Successful bidders shall be assigned to the new position at the earliest possible opportunity, not to exceed twenty-eight days, except in the month of December.
- C. The Employer shall post, and furnish a copy, upon request, to the Union, an up-dated seniority list on a quarterly basis.
- D. The Employer shall post, and furnish a copy, upon request, to the Union, of bid positions and successful bidders as they occur.
- E. Notice of assignment of unassigned full-time employees shall be posted as if awarded and the Union shall be furnished a copy at the time of posting.
- F. The Union shall be given an Accounting Period report listing all personnel actions taken within the previous accounting period.
- G. The Employer shall recognize the application of seniority in any temporary reassignment of workers in the Clerk craft from section to section, where the Employer has a choice, understanding and considering that the successful bidder and/or senior employee shall work the duty assignment as posted and shall not be displaced by a junior employee. This does not prohibit the employer from assigning other employees to work the assignment on a temporary and brief basis for training purposes..
- H. Employees on leave shall be notified of any vacancies or newly established assignments; if they provide a self-addressed envelope with postage attached to their installation personnel section for use in sending notification.

Miscellaneous:

Labor - Management

- A. When the Employer receives correspondence pertaining to U.S. Post Office matters from an employee, it shall be the Employer's responsibility to acknowledge and respond to such correspondence within five (5) working days.

- B. A Labor-Management meeting shall be scheduled quarterly or more often when necessary at a time and place mutually agreed upon by the Employer and the Union. The total number of representatives from the Union and the Employer who shall attend these meetings shall be three (3).
- C. The Employer shall keep minutes of the Labor-Management meetings between the Employer and the Union. A copy shall be furnished to the union within five (5) working days. Before the minutes of the Labor-Management meeting are posted, both parties shall have the opportunity to review and agree to their completeness and accuracy.
- D. An employee, shall upon request, have the right to inspect his local employee file during business hours subject to business conditions. The Union shall also have the right, subject to the above conditions, to inspect an employee's local employee file. The request shall be granted within five (5) working days.

Safety and Health

- A. A Labor-Management Safety and Health Committee will include the Union Clerk Chief Steward or their designee and a Clerk Custodian who shall meet at a Employer designated location at least quarterly or as necessary.
- B. The Union Chief Steward or their designee and a Clerk Custodian, shall be present for all safety-related inspections and meetings at each Postal facility. Safety and Health shall be subject for discussion and/or corrective measures. Current Form 1767 and Form 1783 shall be made available for review and discussion.
- C. The Union shall receive copies of official minutes kept by the Employer and posted within five (5) working days at each Postal facility and shall also receive copies of all safety-related documents affecting employees represented by the Union.
- D. The Union Chief Steward, or their designee and a Clerk Custodian, while scheduled, shall perform a Monthly Safety Walk-Through on the workroom floor at each Postal facility during business hours and shall be allowed to inform the Employer, or their designee of any potential or active safety hazards or concerns.
- E. An employee calling in sick may be asked the nature of their illness and shall not be required to diagnose the illness.
- F. An employee who in the normal course of a work day reports for duty at one Postal facility, and then moves to travel time and reports to another Postal facility to complete all or part of their tour of duty shall, when calling in sick or annual leave, shall only have to call the Postal facility at which they normally begin their tour of duty. The employee shall not have to make more than one call to be granted sick or annual leave.
- G. In the interest of employee personal safety, the Employer shall, at all times, schedule a minimum of one (1) employee and one (1) supervisor or two (2) employees to be on the workroom floor during the established operating hours of each Postal facility.


Schemes

- A. A scheme committee shall be formed; comprising of two (2) members of each of the parties for the consideration of appropriate matters relating to scheme.
- B. The Scheme Committee shall meet when there are enough scheme changes to cause scheme training or refreshing. Minutes shall be kept by the Employer and a copy shall be furnished to the Union.
- C. The Scheme Committee shall make recommendations to the installation head, or their designee and they shall in turn indicate, in writing, the disposition of recommendations of the Scheme committee, in a timely manner and a copy shall be furnished to the Union.
- D. Before terminating an employee for scheme failure, they shall be given a minimum of fourteen (14) days before such termination.

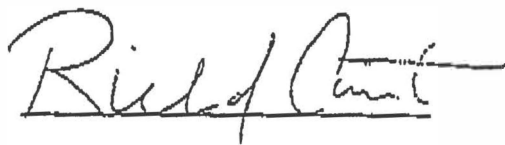
Communication

- A. The Employer shall furnish a bulletin board for the exclusive use of the Union to be placed in each break room at the Main Office, Beach Center Station and Haxton Station. The Union may place one literature rack in the break room at the Main Office, Beach Center Station and Haxton Station.
- B. Union representatives shall not unreasonably be denied access to telephone usage for legitimate business related to the administration of the National Agreement and the Local Memorandum of Understanding.

This Memorandum of Understanding is entered on Nov. 16, 2011, at the US Post Office, Huntington Beach, California 92647 between the representatives of the United States Postal Service and the designated agent of the Union signatory to the National Agreement (Huntington Beach Installation, American Postal Workers Union, AFL-CIO, Southwest Coastal Area Local) pursuant to the Local Implementation Provisions of the 2010-2015 National Agreement.



For the US Postal Service
Rick Borowiec, Postmaster/OIC
Huntington Beach, California 92647



For the American Postal Workers Union
Richard Cantu, President
Southwest Coastal Area Local, AFL-CIO