

2006-2010
Local Memorandum of Understanding
United States Postal Service - Dana Point, California 92629
and
American Postal Workers Union, AFL-CIO-Southwest Coastal Area Local
National Agreement
Article 30

PARTIES TO THE AGREEMENT

A. This Memoranda of Understanding entered into to supplement the nationally negotiated agreements represents and constitutes an Agreement between the Management of Dana Point, California Post Office (hereinafter referred to as the "Employer") and American Postal Workers Union, Southwest Coastal Area Local, Dana Point Installation, AFL-CIO (hereinafter called the "Union") on personnel policies and practices and working conditions.

B. The Memoranda of Understanding covers all craft 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 TIME

The installation head shall grant five (5) minutes wash up time to those employees who perform dirty work or work with toxic materials.

SECTION 2 - WORK WEEK

The regular work week for this bargaining unit shall be fixed and rotating days off. (Bid jobs that may become vacant shall remain with fixed days off).

SECTION 3 - GUIDELINES FOR THE CURTAILNIENT 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.

SECTIONS 4-12 - LEAVE

A. Formulation 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 date of the new leave year.
2. The employee's leave week shall be **Monday** through **Sunday**.
3. Employees required to be absent for the purpose of serving on jury duty or to attend National or State Conventions shall have such time charged to the choice vacation period, and such employees shall not be required to forfeit a previously scheduled choice vacation selection.
4. When an officer or member of the organization requests 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. The choice **vacation** period shall be **the** first full week of the new leave year through the last week in the leave year. **The choice vacation period restrictions will only be applied during the first round of vacation selections.**

C. The number of employees off during **the** choice **vacation** period shall be fourteen percent (14%), **except in the month of December which shall be five percent (5%), but at least one (1) employee** off. It is understood the .5 Rounding Rule shall apply. During leave periods, a maximum of two (2) **full-time and/or PTF Retail Associates** will be allowed off at one time.

It is agreed that with two (2) weeks advance notice, a clerk may use his/her annual leave on his/her birthday. It is understood that this leave will be granted with the review and approval of the Postmaster so as to ensure the efficiency of the office.

D. Bidding procedures for annual leave.

1. Management agrees to set up a bid sheet covering all weeks of the year.
2. There shall be three (3) cycles of bidding. Employees will be notified by a posting of those who will bid within the next 48 hours. Employees on leave at the time of bidding shall notify the designated annual leave clerk and submit a list of their preference for annual leave and a PS Form 3971 in duplicate. Once contacted the employee has fifteen minutes to select, or employee will be bypassed.
3. In the first cycle of bidding, no employee shall be granted leave during the choice period in excess of the amount indicated below. Awarding of annual leave will be by seniority.

Earning 13 days per year = 10 days.

Earning 20 days per year = 15 days.

Earning 25 days per year = 15 days.

In the first cycle of bidding employees may request up to two (2) selections during the choice period in units of five (5) or (10) days.

4. The second cycle of bidding shall be for the remaining leave the employee will earn during the leave year according to seniority.
5. During the third (3) 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).
6. After the third (3) cycle is complete remaining vacancies in annual leave (other than canceled leave) shall remain open for application on a first come, first served basis. Employees may make application for any part of or whole week on a PS Form 3971. The installation head will honor all employee requests for leave during the vacant periods provided such requests have been submitted fourteen (14) days in advance of the leave period desired. When more than one employee request is made on the same day, the annual leave will be awarded by seniority.
7. Employees shall submit bids for leave on Form 3971 provided by the employer in duplicate with seniority number in upper right hand corner. An approved copy of Form 3971 shall be returned to employee indicating vacation schedule approved.

E. 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 **as follows:**

1. **When all leave slots are occupied, written notice of cancellation must be provided at least by the Monday two (2) weeks prior to the starting date of such annual leave. The associate who maintains the vacation bid board will then post the vacancy for bid for a period of five (5) workdays.**
2. **When there is a vacant leave slot, written notice of cancellation must be provided by the Monday prior to the starting date of such annual leave.**

SECTION 13 - HOLIDAYS

A. Schedule 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, selected 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 DESIRED LISTS

The Overtime Desired List shall be by section. The entire installation shall comprise the section. The list shall consist of a ten (10) hour list and a twelve (12) hour list. Management will keep a list of those who refuse overtime, with a maximum of five (5) occurrences. After the fifth refusal, the clerk will be removed from the **overtime desired** list for the remainder of the quarter.

Notice will be given **at least** one (1) hour before the end of the tour if overtime will be necessary and **at least** twenty-four (24) hours in advance **of a non-scheduled day overtime assignment. If less advance notice is given, refusals will not be counted towards the five (5) occurrences referred to in the previous paragraph.**

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 yearly basis during the month of July.

B. Posting.

1. Vacant bid duty assignments shall be posted for seven (7) days. Bids will be posted at 11:00 on Wednesday and removed at 11:00 am on the following Tuesday. Successful bidders will be placed in their new assignments no later than the next pay period after the award is made.
2. A **duty assignment** shall be declared vacant and posted in the manner prescribed when:
 - a. Scheduled starting time is changed more than one (1) hour.
 - b. Addition or deletion of a scheme.
 - c. Addition or deletion of financial/window duties.
 - d. Relief window is changed to full window.
3. A copy of all **duty assignments** going up for bid and all **duty assignments** awarded will be given to the Union.

Miscellaneous

LABOR-MANAGEMENT MEETINGS

Labor-Management meetings will be held at the last week of each quarter at a time and place mutually agreed upon by Management and the APWU. However, if circumstances demand meetings at other times, they will be called by mutual consent of the Organization and Management. One member of the American Postal Workers Union will be on official time.

This Memorandum of Understanding is entered on **May 31, 2007** between the representatives of the United States Postal Service and the American Postal Workers Union, AFL-CIO, pursuant to the Local Implementation Provisions of the **2006-2010** National Agreement.

For the US Postal Service
Angelina Allum, Postmaster
Dana Point, California

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