

**2006-2010
Local Memorandum of Understanding
United States Postal Service - Fullerton, California 92834
and
American Postal Workers Union, AFL-CIO—Southwest Coastal Area Local**

**National Agreement
Article 30
Recognition**

PARTIES TO THE AGREEMENT

A. This Memorandum of Understanding, entered into at Fullerton, California, between the representatives of the United States Postal Service and the designated agent of the Union Signatory to the National Agreement, American Postal Workers Union, pursuant to the Local Implementation Provision of the **2006-2010** National Agreement.

B. The Memorandum of Understanding constitutes the entire agreement on matters relating to local conditions of employment.

C. Definitions

1. Employees in this agreement shall refer to all employees in the following crafts:

- a. Clerk
- b. Maintenance

2. Promptly

- a. The word promptly, as used in this section, means within five (5) working days prior to posting bids.
- b. A change in installation heads or Postmaster shall have no effect on this memorandum of understanding.

D. If any of the provisions of this Memorandum of Understanding are negated by being found illegal or otherwise, the remaining provisions shall remain in force and effect for the life of this understanding.

SECTION 2 - WORK SCHEDULES

A weekly schedule for every regular employee shall be posted by the employer at the end of the employee's tour, Wednesday proceeding the concerned week.

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

A. The decision for curtailment or termination of Postal Operations to conform to the orders of local authorities, or as local conditions warrant because of emergency conditions, shall be made by the installation head. When the decision has been reached to curtail Postal Operations, to the extent possible, management will notify and seek the cooperation of local radio and television stations to inform employees. Management will notify the Southwest Costal Area Local of such action.

B. Publication 159—"USPS Contingency Plans" procedures will be followed.

SECTIONS 4-12 - LEAVE

A. Formulation of Leave Program

1. Employees will be notified of the beginning of the new leave year by a notice in the order book. This will be done by November 15 prior to the new leave year.
2. Employees desiring the first week of December may request this time of Form 3971. Requests will be approved if business conditions permit.
3. With the new calendar leave year beginning with the first day of the first complete pay period and continuing for the next forty-seven (47) weeks and then finishing with the week Christmas Day and New Year's Day.
 - a. The annual leave percentage for AM-represented craft employees will be figured at 12% with any fraction to be rounded up to the next highest number during each week of the leave year.
 - b. Employees requesting leave outside the annual leave sign-up period shall submit a PS Form 3971 by the Tuesday prior to the week being requested. Requests will be awarded to the senior bidder if business conditions permit.
4. An employee at his or her option may sign for as many selections as they desire during choice vacation period as long as total signed for does not exceed the allotted entitlement.
5. The weekly vacation periods will begin on Monday and end on Sunday. The yearly choice vacation period is designated as April 1 through September 30.
6. There will be two rounds of bidding. The first round will provide opportunity to sign for either 10 or 15 days during choice period, as stated in Article X of the National Agreement, as well as any other leave desired outside of choice period. The second round of bidding will be for all open spaces left on the leave chart.
7. Vacation bidding shall be by the following city-wide sections:
 - a. Tour 1 Clerks
 - b. Tour 2 Clerks
 - c. Window Services & Administration Clerks
 - d. Maintenance
8. After both rounds of bidding have been completed, employees may apply for open weeks on the leave chart by submitting a Form 3971 to their immediate supervisor. Leave approved will be granted on a "first come, first served" basis, business conditions permitting.

B. Implementation of Leave Program

1. The order of signing up for vacation will be by seniority installation wide.
2. Sign-up control
 - a. When an employee is reached on the seniority list he or she will have up to one (1) hour to make a choice after being contacted and before being passed over. Employee will be relieved from duty, and be able to give sign-up his or her full attention.

- b. Sign-up will take place Monday through Friday commencing the first Monday of December for two weeks duration. A notice will be placed in the order book no later than one week prior to sign-up time, designating by name, what date each employee will sign for annual leave. The sign-up period will be planned to enable two rounds of bidding to be accomplished in the two week period.
 - c. An employee absent on their sign-up date is responsible to see that their desire is known or they will be passed over.
 - d. Employees absent when they are reached on the seniority list will be telephoned and allowed the time as provided in 2.a. above.
 - e. Sign-up control will be under the direction of the Employer. Lists will be checked daily for progress and to see that all rules are observed.
3. In the event an employee leaves the Fullerton Office after sign-up time, the vacated annual leave will be posted for bid and awarded the senior bidder.
 - a. Vacated annual leave shall be posted for bid within fourteen (14) calendar days from date of termination of employee who vacated this annual leave. When termination date is within fourteen (14) or less days of vacated leave, it does not have to be posted.
 - b. Employees will not be allowed to relinquish time signed for in order to gain these additional weeks.
4. Employees requesting mutual exchanges of leave time will submit them through:
 - a. The Union President or his designee.
 - b. The Supervisor involved who will make a recommendation to the Postmaster.
5. Vacation time may be canceled for justifiable reasons. Such cancellations must be submitted at least two (2) weeks in advance of scheduled leave, unless it is because of legal reasons or sickness in the immediate family. These exceptions will require proper documentation.
6. Posting of leave will be for a seven (7) calendar day period.
7. Each employee will not be permitted to sign for leave in excess of what they can be expected to have to their credit at time of requested leave.
8. In the event a clerk has signed on one list and bids a job on another list, time already signed for will be carried to the new list.
9. Employees on indefinite detail will sign up for annual leave in the unit they are detailed to. Those detailed within the Fullerton Post Office will bring their new time with them should they revert back to their original job. Employees voluntarily detailed to another postal installation shall, upon returning to this office, sign for whatever remaining openings are on the leave schedule.
10. An employee wishing to request annual leave in excess of his or her entitlement in the prime time may submit his or her request stating their reasons. The request will be reviewed by the Supervisor involved and the Union President or his designee. Each will make a recommendation to the Postmaster who will approve or disapprove the leave.
11. After sign-up is completed, copies of all sign-up sheets will be posted in the area of the supervisor's desk. The employer agrees to keep these schedules updated to reflect any changes as they occur.

12. Annual leave that is posted for bid will be awarded first to the senior employee who is on the list from which leave is posted.
13. An employee who is selected for jury duty during his choice vacation period will not have this charged against his 2 or 3 week entitlement. Equal exchange of time will be provided in such cases during the choice period.
14. The Steward will be granted time off, business conditions permitting, to attend the regularly scheduled meetings of the Southwest Coastal Area Local
15. After the submission of a Form 3971 by an employee, the request shall be acted upon within five (5) calendar days by management and the employee shall be notified or it will stand approved as submitted.
16. In order to be eligible for a week of scheduled annual leave, the employee must have at that time a sufficient leave balance; the scheduled leave will be canceled. Such canceled time will be available for posting at the discretion of the immediate supervisor.
17. For the purposes of attending a union function, three (3) spaces will be provided for the Southwest Coastal Area Local delegates from the Fullerton Post Office. The union will inform management of the names of delegates and the dates of any such convention as soon as possible. These weeks will be charged to the vacation schedule.
18. An employee who is scheduled to work on his birthday will be granted annual leave on his or her birthday provided the request (Form 3971) is made by Wednesday preceding the week in which the birthday falls, business conditions permitting.

SECTION 13 - HOLIDAY WORK

A. To accomplish the necessary work on a holiday or designated holiday, qualified employees will be scheduled in the following order:

1. Casual employees.
2. Part-time flexible employees, even if overtime is necessary.
3. Regular employees who have volunteered to work on their holiday, or their designated holiday, when such day is part of their regular work schedule.
4. All other regular volunteers.
5. If any full time or part time regulars are needed who do not volunteer for working their holiday or designated holiday, reverse seniority will prevail, with the junior full time or part time regulars with needed skills required to work first.

B. When an employee is scheduled to work a holiday, the employer shall notify the employee and then red circle the employee's holiday on the posted schedule.

SECTION 14 - OVERTIME

A. Whenever possible, the employee shall be notified one (1) hour in advance of the required overtime beyond their schedule.

B. The employees requested to work overtime beyond their schedule shall be given permission to use the telephone to inform their families of this fact if they so desire.

C. Overtime assignments will be by tours and stations as follows:

1. Tour 1 (Mail Processing) Main Office
2. Tour 2 (Mail Processing) Main Office
3. Sales & Services Associates and other clerks with the needed skills at:
 - a. Commonwealth Station
 - b. Orangehurst Station
 - c. Sunny Hills Station
 - d. Main Office
4. Maintenance

D. Employees who are unable to work overtime at Christmas due to health reasons will submit their requests to be excused to their immediate supervisors. Management reserves the option to demand a physician's certificate in questionable cases.

E. Supervisors maintaining overtime records will make these records available to tour, station, or chief steward upon request.

F. No supervisor shall knowingly permit any employee to work off the dock.

G. The "Overtime Desired" lists will be by tour or station. Employees desiring overtime will sign on the list of the supervisor on duty at their respective tour or station. After consultation between the union and management if it is found advisable and desirable to have more than one list for a particular tour or station, lists will be organized by reporting time or times. These lists will be established only after mutual consent by the union and management.

H. Employees on the Overtime Desired List can be excused for Anniversaries, Weddings, Funerals, etc., or other infrequent personal reasons. Employees will be removed from the ODL for the Quarter after three refusals.

SECTIONS 15-17 - LIGHT DUTY ASSIGNMENTS

A. When an employee presents evidence in accordance with Article XIII of the **1984** National Agreement, the following will apply:

1. When more than one employee is on light duty, all efforts will be made to equalize the available light duty work hours.
2. Employees on light duty will be utilized to the extent they are capable, and will perform those duties which the employee's doctor has determined they are capable of performing.
3. The number of employees in this category will be limited by the amount of available work of the type they are capable of performing. All efforts will be made to provide 8 hour of work.
4. Employees will remain on their regular schedule unless there is medical evidence to indicate a change is required for their well being.

B. All requests for light duty will be considered on an individual basis city-wide.

C. The duty assignment will remain on the employee's tour or craft to the extent possible.

D. The employer agrees to notify the appropriate shop steward of each new light duty assignment, and to also include the physical limitations involved and the probable duration.

E. No light duty assignment will be made to the detriment of any regular full time employee.

F. Regular employees on light duty may be awarded posted positions, provided they can meet the physical requirements of the job.

G. Outside craft employees will not be reassigned to light duty assignments with APWU crafts without first consulting with Southwest Coastal Area Local.

H. The employer agrees to be open for suggestions at any time for the purpose of improving the workability of an existing light duty assignment.

I. If the number of light duty assignments increases to the point of presenting a problem, the APWU will be consulted to work out a solution.

SECTION 18 - SECTIONS FOR REASSIGNMENTS

A. Reassignment within an installation of employees excess to the needs of a section.

1. For the purpose of this memorandum of understanding, the following shall be construed to identify assignments within the Post Office.
 - a. Any Classified Station
 - b. Main Office
 1. Sales & Services Associates
 2. Mail Processing Clerks
 3. Administration Clerks
 4. Bulk Mail Technicians
 5. Custodial Employees
2. Assignments falling in two or more of the above divisions in section b. above will be identified by that section in which the major portion of the work day is spent.
3. When there is a relocation or reassignment of employees planned in the Fullerton Office, Management will meet with the Union at the first possible time after being notified of a reassignment plan.
4. Any reassignments within the city of Fullerton will be done by sections. A section shall be deemed as in the Vacation Schedule of Sections 4-12 of the Local Agreement.
5. Excessing outside the installation will conform to the National Agreement, Article 12, Section 4, and will be administered by section.

SECTION 19 - PARKING

After the employer determines the parking needs of the service (Government Vehicles, customers, supervisors), at each unit where space is available, allocation of existing parking, in excess to the needs of the USPS, will be administered on a first come, first serve basis. Should the A.Q.M.D. requirement change, the union will be notified for further negotiation.

SECTIONS 21-22 - SENIORITY AND POSTING

A. Vacancies

1. Positions presently filled shall be declared vacant and posted in the manner prescribed when:
 - a. The original time of bid changed more than one (1) accumulative hour, except if incumbent with one year or more in the position accepts the new posted hours.
 - b. Complete city scheme knowledge is added or taken away.
 - c. Financial responsibility is either added or taken away.
2. Bidding on vacancy notices shall be in writing. Vacancy notices will be posted on Tuesday and withdrawn the following Tuesday at 9:00 a.m. The bid box will be opened at the stated withdrawn date and time on the vacancy notice in the presence of an authorized A.P.W.U. representative. Bid cards may be completed in duplicate, with one submitted to the personnel office and one retained by the employee. The duplicate copy may be initialed by either a supervisor or the personnel office.
3. Each bid may be in a sealed envelope. Bid boxes will be sealed and opened in the presence of a Union Representative.
4. A copy of all bids awarded will be given to the Southwest Coastal Area Local.

B. Successful Bidder

1. Normally the successful bidder will be placed in the new assignment within fourteen (14) days, except during the month of December.
2. A copy of the award will be given to the successful bidder.

C. Job Assignments - Being assigned a job as the junior unassigned regular does not constitute a successful bid counting towards the employees' five (5) successful bids as per the National Agreement.

D. Notification -Employees on leave, desiring notification of vacant or newly established assignments may receive them if they leave an addressed penalty envelope with the personnel office.

E. All bid assignments will have fixed days off. Management will notify SWCAL when fixed days off are changed on a job being posted. This will be done prior to the posting.

F. Each and every job will be evaluated by personnel assistant and SWCAL representative in January of each year. Changes in job's duties and hours will be noted and personnel's copy of the job description will be updated. Jobs will be posted for bid at this time if sufficient changes require it according to the National and Local Agreements.

G. When to post of Custodial craft; the wording of the National Agreement will be adhered to.

H. Posting for all crafts; clerk and custodial will be for a seven day period.

I. The Union President shall be furnished two copies of the revised Fullerton, California Post Office seniority list on a semi annual basis, or as needed.

Miscellaneous

LABOR-MANAGEMENT COMMITTEE

A. Frequency - Normally meeting will be held once each calendar quarter.

B. Time & Date - Normally meeting will be held on Tuesday on second week of second month of each quarter at 1400 unless a change is mutually agreed to. Duration of each meeting normally will not exceed one hour.

C. Representatives - Those in attendance will be the Postmaster, two management representatives selected by the Postmaster, and one representative on the dock selected by the Postmaster, and one representative on the clock selected by the SWCAL, and two (2) participating off-the-clock postal employees. Four observers off-the-clock selected by the union, subject to business conditions.

D. Agenda - Both parties will submit detailed agenda items five (5) calendar days in advance of meeting. Whenever possible, agenda items will be submitted in the form of written questions.

E. Minutes - A copy of the minutes of Labor-Management meetings will be posted in the order books and a copy furnished to the Southwest Coastal Area Local. A copy of the rough draft of the minutes will be furnished the organization 24 hours in advance of submission to the Region.

F. Additional meetings will be called under the following conditions:
Upon mutual agreement, a special meeting will be called by the chairman if a situation arises of importance that cannot wait until the next scheduled quarterly meeting.

G. Labor-Management-Additions to read as follows:
The Scheme Sub-Committee of the Labor-Management Committee will consist of two management representatives and two clerk representatives.

H. A copy of all orders affecting crafts represented by the APWU will be furnished the employee organization.

SAFETY AND HEALTH

A. The names of designated physicians and medical facilities where an employee can report in the event of an accident shall be posted in a prominent place/s in all stations of the Fullerton Post Office, and the employees may go to the nearest doctor or medical facility for emergency treatment.

B. The Union will cooperate with management in living up to its responsibilities and will notify management when unsafe practices and conditions exist.

C. Employees are required to report to their immediate supervisor any unsafe condition of the vehicle he is driving.

D. Management shall see that the air conditioning unit of the Fullerton Post Office, which is part of the building at the time of occupancy, is always in proper working order and is in use when inside temperature reaches 78 degrees or more.

E. When the heating unit of the air conditioner is in use, the average temperature of the building shall not be below 65 degrees.

F. The union acknowledges that break downs in the unit may occur and shall afford management a reasonable length of time to see that repairs are made on the unit.

G. When there is a breakdown in the air conditioning system; management will make every effort to make arrangements to secure adequate fans or other types of cooling equipment.

REPRESENTATION

The parties recognize that telephones are primarily for official USPS business. However, officers of the union or shop stewards will be granted use of the telephone for legitimate business in the administration of the Local or National Agreement. These calls will be subject to business conditions. It is further stipulated that toll calls will not be made from these telephones. These calls will not be unreasonably denied.

BULLETIN BOARDS

A. The SWCAL will be supplied bulletin boards in all offices and stations of the Fullerton Post office with boards similar to the boards in the Main Office swing room.

B. The president of the SWCAL will be furnished a key to each bulletin board designated for use of the SWCAL.

C. The head of the installation may request any unsuitable material be removed, upon consulting with the union.

TECHNOLOGICAL AND AUTOMATION CHANGES

A. The notice called for in this section will be in writing.

B. After complying with Section A, the employer shall call a special meeting of the Labor-Management Committee to explain the impact of said changes on the employees at the installation.

This Memorandum of Understanding is entered on **May 22, 2007**, at Fullerton, California between the representatives of the United States Postal Service and the American Postal Workers Union pursuant to the Local Implementation Provision of the **2006-2010** National Agreement. This document becomes binding and the provisions of the Memorandum become effective on the date indicated above.

For the U.S. Postal Service
Kenneth M. Foster, Postmaster
Fullerton, California 92834-9998

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