2006-2010

Local Memorandum of Understanding United States Postal Service - Atwood, California 92625

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 Atwood, California Post Office and Southwest Coastal Area Local, American Postal Workers Union
- **B.** The Memoranda 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 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

Employees who perform dirty work or work with toxic material will be granted reasonable wash up time.

SECTION 2 - WORK WEEK

Currently the full time regular normally works Monday-Friday.

SECTION 3 - EMERGENCY CURTAILMENT OF OPERATIONS

- **A.** Curtailment of postal operation upon notice of local competent authority or as emergency conditions occur, as determined by the Employer; the employer shall promptly take action to protect the safety and well being of all employees by evacuating postal facilities or releasing employees from duties. Local competent authority is defined as local officials responsible for community safety.
- **B.** Any lost time or type of leave to be given shall be charged according to existing regulations or special orders that may be given.

SECTION 4-1 2 - VACATIONS

A. Annual Leave Program:

- 1. The vacation leave year shall be the Postal leave year.
- 2. There will be two rounds for annual leave sign up. Employees will be allowed to sign up for up to ten (10) or fifteen (15) days, one (1) or two (2) choices, based on their leave category on the first sign up and will be allowed to sign for all remaining leave during the second sign up round, no more than one window clerk or one PTF will be off on any given week.
- 3. One employee per week will be allowed off.

B. Bidding procedures:

- 1. Vacation signing by seniority shall be through the month of December on 3971's in duplicate.
- 2. Employer shall return an approved copy to employee, within seventy-two (72) hours, if submitted in duplicate.

- 3. Management shall contact employee according to seniority.
- 4. Employer shall contact employees two (2) days prior to his turn to bid.
- 5. When it is an employee's turn to select annual leave he will have forty-eight (48) hours to make his/her selection.
- 6. When the schedule has advanced beyond an employee for lack of signing, that employee will be afforded the opportunity to sign at any time that he later makes his wishes known. Bids shall be for available periods still remaining.
- 7. Vacation weeks will begin on Monday and end on Sunday.

C. Cancellation procedure:

- 1. A minimum of two (2) weeks notice must be given by an employee who wishes to cancel a scheduled vacation period.
- 2. Employees who do not have sufficient annual leave time to their credit for periods signed up for shall be required to cancel all periods involved.
- 3. Canceled annual leave shall be announced in accordance with 1 above and awarded by seniority within five (5) days.

D. Casual Leave:

- 1. The above leave percentages will be applied to casual leave requests if the request is submitted as listed in item 2 below.
- 2. Casual leave will be awarded on a first come, first served basis.
- 3. If more than one request is received on the same day, seniority will prevail.

E. Annual Leave for State and National Conventions:

Annual leave for state and national conventions shall be given maximum consideration

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

- **A.** Casual employees, even if overtime is necessary.
- B. Part-time Flexible
- C. Volunteer
- D. Non-Volunteers

SECTION 14 - OVERTIME

The Overtime shall be in accordance with Article 8 of Collective Bargaining Agreement. There currently is one full time regular.

SECTIONS 15-17 - LIGHT DUTY

Light duty is defined as any available duties the employee is able to perform as determined by a licensed physician or licensed chiropractor.

Will be in accordance with Article 13 of the Collective Bargaining Agreement.

SECTION 18 - REASSIGNMENTS

When it is proposed to reassign within the installation employees excess to the needs of a section, the entire installation shall comprise the section.

SECTION 19 - PARKING

No problem exists at this time; however, should a problem arise during the life of this Agreement, it shall be subject to a Labor-Management discussion.

SECTIONS 21-22 - SENIORITY AND POSTING

- **A.** Employees applying for an assignment shall make a bid in writing to the supervisor in charge of the Atwood Post Office during the periods for which the notice is posted. The employee will receive a dated written receipt for such bid.
- **B.** Successful bidders for posted assignments shall accept the non-work days that accompany the new assignment and be awarded the position in accordance with Article 37 of the Collective Bargaining Agreement.
- **D.** An employee will be placed in a new bid within twenty-eight-days.

This Memorandum of Understanding is entered on May 1, 2007, at Atwood, California 92625, 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, and Atwood Installation pursuant to the Local Implementation Provision of the 2006-2010-National Agreement.

For the US Postal Service

Betty Morrissey, Postmaster Atwood, California For the American Postal Workers Union Bobby Donelson, President Southwest Coastal Area Local