

**2006-2010
Local Memorandum of Understanding
United States Postal Service - Placentia, California 92870
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 to supplement the nationally negotiated agreements represents and constitutes an Agreement between the Management of Placentia, California Post Office (hereinafter referred to as the "Employer") and the American Postal Workers Union, AFL-CIO, Southwest Coastal Area Local, Placentia Installation (hereinafter called the "Union"), on personnel policies and practices and working conditions.

B. The Memorandum 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 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 TIME

The installation head shall grant reasonable wash up time to those employees who perform dirty work or work with toxic material.

SECTION 2 - WORK WEEK

The regular work week for full-time employees shall be five (5) days with fixed days off. Morning distribution clerks shall have rotating days off with Sunday being a fixed day off.

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

A. 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.

B. The employer will give due consideration 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.

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

SECTIONS 4-12 - LOCAL LEAVE PROGRAM

A. Annual leave for all employees covered by the American Postal Workers Union, AFL-CIO, Southwest Coastal Area Local shall be based on twelve percent (12%) for the entire calendar year by craft. The twelve percent (12%) will apply for the first two (2) rounds of vacation only. After the initial sign up all remaining leave weeks will be open and there will be a guaranteed eight percent (8%) allowed off for occasional leave. Occasional leave for periods of five (5) days or more can not be submitted less than fourteen (14) days prior to the week requested. However, full weeks will take precedence over individual days. Occasional leave for individual days will be allowed up to the Friday prior to the week requested and will be subject to the eight percent (8%) guarantee. The eight percent (8%) would include military leave, jury duty, union leave, and extended sick leave.

B. The employer and the union will meet on the first Monday after January 1, and will determine the number of employees allowed off each week based on the twelve percent (12%) and eight percent (8%) guaranteed minimums. Rounding off will be based on .5 or higher and will be rounded to the next highest number; .49 or lower will be dropped.

C. Employees will be allowed two (2) rounds of bidding. Employees will be allowed to choose one (1), two (2), or three (3) weeks continuous on the first round. Employees will be allowed to sign up for all accrued leave and will be able to split their choice.

D. All vacations will start on Monday. Beginning days of vacation can be changed if agreed to by the employer.

E. Annual leave may be canceled within fourteen (14) days of the week of leave requested. Cancellation of less than fourteen (14) days can be accepted for emergency reasons and the union will be notified of the canceled leave. The leave will be made available for occasional leave.

F. Annual leave will be granted by office seniority and by craft during the first two sign up periods. Occasional leave shall be on a first come, first served basis.

G. PS 3971's will be returned within forty-eight (48) hours and will be round dated at time of submission.

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

Schedule qualified employees in each work category to work on a holiday in the following order:

1. Casual employees, even if overtime is necessary.
2. Part-time flexible employees, even if overtime is necessary.
3. Full-time and part-time regulars who have volunteered to work on the holiday, selected by seniority.

Qualified employees are those having the skills needed.

SECTION 14 - OVERTIME DESIRED LIST

The Overtime Desired List shall be by installation and individual crafts.

SECTIONS 15-17 - LIGHT DUTY

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

SECTION 18 - REASSIGNMENT

For the purposes of reassignment within the installation employees excess to the needs of a section, the entire installation shall be the section.

SECTION 19 - PARKING

There are currently no parking problems and the Union does not request reserved parking. If a problem pertaining to parking should arise during the life of this Agreement, it shall be resolved through the Labor/Management meeting forum.

SECTIONS 21-22 - SENIORITY AND POSTING

A. A position shall be declared vacant and posted in the manner prescribed when:

1. Entire scheme requirement is taken away.
2. If a distribution or window relief position is changed to a full-time window position or a window position is changed to distribution or window relief.
3. Reporting time is changed more than one (1) hour.
4. Fixed credit is added to a tour that has no credit or is completely taken away.

B. A copy of positions going up for bid, and all positions awarded shall be given to the Union President or his designee.

C. The Union shall be immediately sent a copy of the seniority roster for each craft it represents after each updating.

This Memorandum of Understanding is entered on **May 1, 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
Tom Thibodeau, Postmaster/OIC
Placentia, California

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