

**2006-2010
Local Memorandum of Understanding
U.S. Postal Service - Irvine, Ca 92619
and
American Postal Workers Union, AFL-CIO-Southwest Coastal Area Local

National Agreement
Article 30
Recognition**

PARTIES TO THE AGREEMENT

The Local Memorandum of Understanding covers all craft employees for which the American Postal Workers Union has been certified as the National Representative. The Southwest Coastal Area Local is hereby recognized as the Representative Union for the Clerk Craft and Maintenance Craft.

SECTION 1. WASH UP

Supervisors shall grant reasonable wash up time to employees commensurate with dirty work or work with toxic materials or related to their occupational duties.

SECTION 2. WORK WEEK

A. The basic work week shall be with fixed days off for full-time and part-time regular employees.

B. When possible all full time regular employees shall have Friday and Saturday, or Saturday and Sunday, or Sunday and Monday as consecutive days off.

SECTION 3. EMERGENCY CURTAILMENT

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.

B. Management agrees to inform employees in each section regarding correct emergency procedures at least semi-annually.

SECTION 4-12. LEAVE

A. The vacation leave year shall be the postal leave year, excluding the month of December except as noted in Section G below.

B. Scheduled vacation periods as posted on the annual leave board shall begin on Monday.

C. Employees will be notified of the start of the new leave year by November 1. Such notification will be by posting on the bulletin boards.

D. There shall be two cycles of bidding. In the first cycle of bidding, employees shall be granted leave during the choice period not to exceed the amount of time indicated below. Awarding of annual leave will be by seniority. Each employee will be given a copy of PS Form 3971 indicating approval for open weeks at the time of selections. Employees must have sufficient earned leave available to cover their leave request.

Earning 13 days per year=10 days

Earning 20 days per year=15 days

Earning 26 days per year=15 days

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

F. The second cycle of bidding will be for the remaining leave the employee will earn during the leave year according to seniority, and include any carryover leave from the previous year(s).

G. Whenever a choice vacation period is vacated, the assignment shall be offered on a seniority basis beginning with the next junior employee to the one vacating the choice in the same section where the vacancy occurs.

H. The choice period will be Memorial Day Week through Labor Day week, with the addition of the week prior to Easter Sunday, Thanksgiving week, and the week between Christmas and New Year's Day.

I. The number of to be granted annual leave each week will be twelve percent (12%) in each section. A fraction of less than .50 will be discarded except that at least one (1) employee in each section shall be granted annual leave. In applying the twelve percent (12%) requirement, any fraction above .50 (rounding rule applies) will mean one (1) additional employee.

J. Sections: The sections for the Irvine Post Office are as follows:

1. Sand Canyon (Main Post Office and East Irvine)

a. Window (includes all window relief, PTF window clerks and passports)

b. Business Reply Mail (BRM)

c. Business Mail Entry Unit (BMEU)

d. SSPC (includes relief)

e. Clerk Messengers

f. Schemes/Registry

1) 92618/92603/92617

2) 92612

g. Miscellaneous clerks (includes caller service, box section, bypass, non-scheme distribution, procurement, nixies, phones and back dock)

h. Maintenance

2. Harvest (Harvest Station and University Station)

- a. Window (includes all window relief, PTF window clerk and passport clerks)
- b. Schemes/registry (92606/92614 combined)
- c. 92604
- d. Miscellaneous (includes caller service, box section, bypass, non-scheme distribution and back dock)
- e. Maintenance

3. Northwood Station

- a. Window (includes all window relief, PTF window clerk and passport clerks)
- b. Schemes/registry (92620/92602 combined)
- c. Miscellaneous (includes caller service, box section, bypass, non-scheme distribution and back dock)
- d. Maintenance

K. New Sections may be added during the life of this Agreement by mutual consent.

L. Jury Duty and attendance at union conventions shall not be charged to the choice vacation period.

M. The leave board shall be posted in each facility at all times after December 31.

N. Employees who have used up their annual leave (through use of emergency leave or daily annual leave) may be granted LWOP on a case-by-case basis, to cover the vacation period if approved by the installation head.

O. In addition to the maximums provided in the National Agreement, an employee requesting extended leave shall submit a letter for consideration to the Postmaster for such leave.

P. Previously approved annual leave shall not be canceled if the employee moves from one section to another within the post office as a result of bid or reassignment.

Q. After the sign-up period is completed, requests for any vacant weeks shall be handled as follows:

1. Requests for additional leave for vacant weeks shall be granted on a seniority basis provided such requests are submitted at least two (2) weeks in advance of the beginning of the week requested, excluding stations and branches, and main office window, where it may be granted subject to business conditions.

2. Incidental leave shall be granted in order of request on submitted Form 3971. The supervisor shall render a timely decision, and, if disapproving the application, shall state his/her reason on the 3971.

R. All requests by employees for Emergency Leave shall be granted if approved by the Station Manager or designee. Every possible consideration for appropriate leave shall be given with impunity in situations of personal emergency.

SECTION 13. HOLIDAY SCHEDULING

The following order will be used for holiday scheduling:

1. All full-time and part-time regular employees who possess the necessary skills and who have volunteered to work on the holiday or their designated holiday;
2. All casuals and part-time flexible employees to the extent possible, even if payment of overtime is required.
3. Full-time and part-time regular, volunteer employees, by seniority, whose scheduled non-workday falls on the holiday and who possess the necessary skills, even though the payment of overtime is required.
4. Full-time and part-time regular employees, by juniority, whose scheduled non-workday falls on the holiday and who possess the necessary skills, even though the payment of overtime is required.
5. Full-time and part-time regular employees who have not volunteered to work their holiday, by juniority.

SECTION 14. OVERTIME DESIRED LIST

A. Overtime desired lists for bargaining unit employees will be administered as follows:

1. Clerk: By position designation, skill and location.
2. Maintenance: By skill and location.

Separate overtime desired lists shall be maintained at each location. Each location will be defined as Sand Canyon, East Irvine, Harvest, University, and Northwood.

SECTION 15-17. LIGHT DUTY

A. Upon presentation of a completed certification from a licensed physician or by a written statement from a licensed chiropractor and a written, signed request for a temporary light-duty assignment for the employee to the installation head, the supervisor shall determine if work within the employee's assigned work area is available. If such work is available, the assignment will be made upon approval by the installation head.

B. The following provisions shall apply for administering a temporary light duty assignment.

1. No light duty assignments will be established on a "make work" basis.
2. Employees requesting a temporary light-duty assignment must be qualified to perform the duties of the assignment.
3. Every effort will be made to give an employee eight (8) hours work when possible, dependant upon medical restrictions.

C. Complete certification must include:

1. Nature of illness or injury.
2. Restrictions on lifting—estimated weight.
3. Restrictions on standing—estimated length of time.

4. Restrictions on hours—specific limitation.
5. Anticipated length of time of temporary light duty will be required.
6. Date of last visit to licensed physician or chiropractor.
7. Signature of licensed physician or chiropractor.

D. The number of light-duty assignments has not been established. It is understood that once a person has received a temporary light-duty assignment, the assignment will remain in effect for the length of recovery time, until the light-duty work is no longer available, or until additional certification designating a new recovery time is received.

E. Qualified employees within each craft represented by the Union shall have priority for every light duty assignment within their respective crafts. Craft lines may be crossed only when no employee in the appropriate craft is deprived thereby. When a qualified employee within the appropriate craft becomes ill or injured the employee from another craft must relinquish the light duty assignment to the craft member.

F. In some cases it is possible for the supervisor to make an immediate assignment to light duty assignments. Employees should make advance arrangements to request an immediate assignment. However, in no case will management delay approval or disapproval of light duty requests beyond seventy-two (72) hours from time of proper submission for such a request.

SECTION 18. SECTIONS FOR REASSIGNMENT

For the purposes of applying Article 12 of the National Agreement, internal sections to be used for reassignments shall be the same as those used for the annual leave board.

SECTION 19. PARKING

Parking spaces in excess of USPS needs will be provided and be available on a first-come, first-served basis with no exceptions.

SECTION 20. UNION LEAVE

Annual leave to attend Union activities prior to the granting of choice vacation periods will not be counted in the percentage provided for in Section 4-12 "Leave", # 1

SECTIONS 21-22. CRAFT ITEMS, SENIORITY, REASSIGNMENT AND POSTING

A. All vacant or newly established assignments shall be posted for bid no later than 12:00 noon every other Friday, and will remain posted until noon on the Monday preceding the next Friday that the bids are posted, for a total of ten (10) days.

B. Employees applying for an assignment shall place a bid in the locked clerk bid box during the period for which the notice is posted.

C. In instances where several assignments are posted, an employee may bid for as many assignments as are posted, stating his/her preference in the following manner: first choice, second choice, third choice, etc.

D. Employees on leave shall be notified of any vacancies if they provide a written request and a self-addressed, stamped envelope to their immediate supervisor for such purpose.

E. The senior qualified bidder meeting the qualification standards established for a specific position shall be designated the successful bidder within ten (10) days after the closing date of the posting, except for those positions requiring a review of qualifications.

F. The successful bidder for a vacant or newly established assignment shall be placed in the new assignment within twenty-one (21) days of the closing of the bids, unless on leave. Successful bidders on bids awarded during the month of December shall be placed in the new assignment no later than the second weekend in January.

G. No position will be reposted if the change in starting time is changed one hour or less. All other changes will be submitted to the Union and if mutual agreement can be reached between the Union, Management and the employee, the job will not be posted. If there is no agreement, the job will then be reposted.

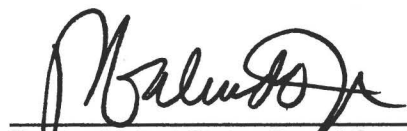
H. The Union and the employer agree that notice of assignment of unassigned full-time employees shall be posted as if awarded and the Union shall be furnished a copy at the time of posting.

I. As a courtesy, the successful bidder will be given a copy of the invitation for the positions he/she has been awarded.

J. It is mutually agreed that the employer shall notify the Union if a bid is being rejected because the senior bidder has already been a successful bidder five (5) times.

K. The seniority roster for each craft will be updated and posted on a quarterly basis.

This Memorandum of Understanding is entered into on **May 16, 2007**, at Irvine, California, 92619, between the representatives of the United States Postal Service, Irvine installation, and the designated agent of the American Postal Workers Union, AFL-CIO, Southwest Coastal Area Local, pursuant to the Local Implementation Provision of the **2006-2010** National Agreement with the American Postal Workers Union.



For the United States Postal Service
Pete Galindo, Postmaster
Irvine, California



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