

2006-2010

Local Memorandum of Understanding United States Postal Service - *Anaheim, California 92803 and 92899* and American Postal Workers Union, AFL-CIO Southwest Coastal Area Local National Agreement Article 30

Parties to the Agreement

A. Entered into to supplement the nationally negotiated agreement, represents and constitutes the agreement between the Anaheim Post Office with the Anaheim Processing and Distribution Facility (hereinafter known as the "Employer") and the American Postal Workers Union, AFL-CIO, Southwest Coastal Area Local (hereinafter known as the "Union") on local personnel policies, practices, and working conditions.

B. This Memorandum of Understanding covers all craft employees of the Anaheim Post Office and Anaheim Processing Facility in units certified at the local level for which the Union has been certified as the National Representative. The Anaheim Installation of the Southwest Coastal Area Local, American Postal Workers Union, AFL-CIO, is hereby recognized as the representative Union for:

1. Clerk Craft
2. Maintenance Craft
3. Motor Vehicle Craft

C. This Memorandum of Understanding has no force and effect with respect to employees certified as excluded under the provisions of Art. 1, Sect.2, of the working agreement.

D. Should any part of this Agreement or any provisions contained herein be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by a court of competent jurisdiction, such invalidation of such part or provision of this Agreement shall not invalidate the remaining portions of this Agreement and they shall remain in full force and effect.

E. By entering into this agreement the Employer does not in any way accept any concept or express any view regarding internal union procedures which are not properly determined by collective bargaining, and are matters properly regulated by methods outside of that process.

ITEM 2 REGULAR WORK WEEK

Section 1. The regular work week shall consist of five (5) days, with fixed days off. As far as practicable, the five (5) days shall be consecutive within the service week.

Section 2. The regular work week for the Motor Vehicle Craft shall consist of five (5) days with rotating days off on Tour 1 and Tour 2 employees and fixed days off for Tour 3 employees.

ITEM 3 EMERGENCY CURTAILMENT

Section 1. Responsible postal officials shall examine the situation immediately when local emergency conditions warrant the wholesale closing of business and other industries. In accordance to the impact on employees, postal officials may grant Leave Without Pay, Annual Leave and/or other leave.

Section 2. They also shall determine the utilization of the scheduled work force by the severity of the specific needs of the Service with specific emphasis on the preservation of the health and welfare of the employees at the local installation.

Section 3. When an alleged explosive device has been discovered or a threat made against the postal facility and verified by a postal and/or city official, the facility shall be completely evacuated until all safety measures have been taken by the proper authorities.

Section 4. The local union president will be notified as soon as possible when breakdown of air conditioning or heating unit results in abnormally warm or cold working conditions.

A. Responsible postal officials shall not only consider temperature, but, also humidity, air movement and other factors that can affect the climate of the working environment.

Section 5. Postal officials will make the safety of the employees their prime concern taking appropriate action to protect employees.

ITEM 4-12 ANNUAL LEAVE

Section 1. Leave Notification: 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 and stand-up talks.

All employees will bid for annual leave rounds 1 through 3 in the section, which they were assigned as of November 30.

Vacation sign-up for the first bidding cycle will commence no later than December 1 prior to the new leave year.

The annual leave, first, second and third bidding cycles, including canceling and reposting of annual leave will be maintained by a designated Clerk or Supervisor/Manager if a clerk is not available in each unit. In units where a Supervisor/Manager maintains the annual leave, a copy of all cancellations, repostings, or changes will be provided to the Chief Steward.

Section 2. Choice Vacation Period: The choice vacation period shall be the week preceding Easter and the second week of May through the next 22 consecutive weeks. The week between Christmas and New Years, from December 24 until December 31, will be considered prime time for Customer Service Clerks.

Section 3. Bidding:

A. 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 individual clerk and submit a list of their preferences for annual leave on a PS Form 3971, in duplicate. Once contacted the employee has fifteen (15) minutes to select, or the employee will be passed. Then, when ready to bid, will bid next for remaining open slots, unless another employee is in the process of bidding.

B. The bidding of annual leave will be specific to the Anaheim Post office and the Anaheim Processing and Distribution Facility:

The following definitions are applicable to the Anaheim Post office and the Anaheim Processing and Distribution Facility:

- All bidding is by craft installation seniority within the installation.
- Bids on a holiday week shall be considered a bid for a whole week.
- An instance is annual leave used in increments of less than a week.
- The Anaheim Post Office will observe a bid week as Sunday thru Saturday, including days off and holidays.
- The Anaheim Processing and Distribution Facility will observe a bid week as Saturday thru Friday including days off and holidays.

C. First cycle of bidding, non-choice period and choice period that is available: Maximum selection is 2 selections. Those earning three (3) weeks, can take three weeks or units of two (2) weeks and one (1) week, or two one (1) week selections. Those earning 13 days of annual per year may bid a maximum of 2 weeks or two one (1) week selections.

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 craft installation seniority.

- Earning 13 days per year 10 days
- Earning 20 days per year 15 days
- Earning 26 days per year 15 days

D. Second cycle of bidding: May bid anywhere on the board in units of not less than 1 week both non-choice period and choice period that is still available. During the first two cycles an employee may not bid more than they earn during the leave year. (employee may not bid carryover from previous years.)

E. Third cycle of bidding: May bid any remaining annual leave earned including carryover from previous years. Each employee will be entitled to utilized five (5) instances per year of their annual leave in less than one (1) week increments. Bids on a holiday week shall be considered a bid for a whole week.

F. After the third cycle of bidding, vacancies in the annual leave schedule (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 subject to limitation in 3.D above.

G. The installation head or designee will honor all employee requests for leave during the vacant weeks provided such requests have been submitted fourteen (14) days in advance of the leave period desired.

The installation head or designee will, to the extent practical, grant requests for vacant weeks submitted less than fourteen (14) days in advance of the leave period desired.

Section 4. Leave Sections: Vacation bidding shall be by craft installation seniority with in the following sections:

Anaheim Post Office

Maintenance

Custodian for all Post Offices -Level 2
Level 3

Clerks

Brookhurst Station Clerks
Holiday Station Clerks
Sunkist Station Clerks
Anaheim Hills Station Clerks
Canyon Station Clerks
Stadium Station Clerks
Federal Station Clerks

Main Office - Window Clerks
SSPC Clerks
Box Section Clerks
All other Clerks
Bulk Mail

Anaheim Processing and Distribution Facility

Clerks
Tour 1 - Automation
Mechanized
Floor by city scheme (Each city to have own section)
Tour 2 - All Clerks
Tour 3 - Automation
Mechanized
Priority/Express operation and Floor Clerks

Maintenance
ET's (by tour)
MPE Mechanics (by tour)
Custodians (by tour)
Building Equipment Mechanics
Maintenance Support
Maintenance Mechanics (by tour)

Motor Vehicle Drivers

*Those positions that are bid designated reliefs, and the position they relieve may not be on annual leave concurrently. The determination of which clerk gives up leave in periods of conflict shall be determined by craft installation seniority.

Any additional crafts and/or work units/sites coming under the jurisdiction of the Anaheim Installation shall have sections established for the duration of the agreement. Such sections will be established after consultation between management and the APWU Local.

Section 5. Vacation Slots: The vacation slots available for each section will be computed annually, by joint consultation. The parties will be able to request an adjustment within fourteen (14) days of May 30. If unable to reach a mutual agreement, the following procedure shall be used:

The number of vacation slots open each week of prime time shall be computed as follows:

A. Multiply the number of employees with less than three (3) years of service by 2.

B. Multiply the number of employees with three (3) years or more of service by 3.

C. Adding those two figures together.

D. Multiplying #C above with each sections Seniority and Prime Time Factor. (SPTF)

E. Divide #D by the total number of weeks in the choice vacation period. All slots figured above will be allocated amongst the prime time weeks. Left over slots will be added to the prime time weeks with the last week of July and expanding the weeks, week by week, on each side of the previously expanded week until all slots have been accounted for.

Non-prime time will equal one (1) slot less per week per section as figured above and in no case will the total number of employees off be less than eight percent (8%) in any section or at least one (1) slot, whichever is greater.

Seniority and Prime Time Factors of sections (SPTF):

Anaheim Post Office

Main Office:	
Window, Box, All Others	1.3
Brookhurst Station	1.2
Federal Station	1.2
Stadium Station	1.2
Sunkist Station	1.2
Anaheim Hills Station	1.2
Canyon Station	1.2
Holiday Station	1.2
Custodian for all Post Office - Level 2	1.5
Level 3	1.5
Bulk Mail	1.3

Anaheim Processing and Distribution Facility

Tour 1 - Automation Clerks	1.3
Mechanized Clerks	1.3
Floor Clerks by city scheme per section	1.3
Tour 2 - All Clerks	1.5
Tour 3 - Automation Clerks	1.3
Mechanized Clerks	1.3
Priority/Express operation and Floor Clerks	1.5
Maintenance	
ET's (by tour)	1.5
MPE Mechanics (by tour)	1.5
Custodian (by tour)	1.5
Building Equipment Mechanics	1.5
Maintenance Support	1.5
Maintenance Mechanics (<u>by tour</u>)	1.5
Motor Vehicle Drivers	1.3

Annual leave for the Christmas-New Years leave week and other December leave will be determined annually and available for bid along with annual leave for each upcoming year.

The Christmas-New Years leave for the Post Office clerk unit shall begin on:

A. December 24

The Christmas-New Years leave for the P&DF shall begin on:

- A. December 26 for Tour 1
- B. December 24 for Tour 2
- C. December 24 for Tour 3

Part Time Flexible employees will bid and be counted on the tour and/or section where they are currently assigned as of November 30. For annual leave bidding purposes, part time flexible employees will remain in that section and/or tour for the entire annual leave year unless converted to Full Time status. When converted to "regular" article 1, section 9F shall be applied.

Those employee(s) who are detailed out of the bargaining unit for over 90 days will not be figured in the computation of leave nor will they be included in the bidding of leave.

Section 6. Annual leave bids will be submitted on Form 3971, in duplicate. Separate forms will be required for non-consecutive weeks.

Section 7. Annual leave shall begin on Saturday and end on Friday each week within the Anaheim Plant. The stations will be Sunday thru Saturday. The Anaheim Post Office annual leave shall begin on Sunday and end on Saturday. The employee may, by completing a PS Form 3189, request to change his/her day off to Sat/Sun before and after the vacation, subject to the availability of a vacant slot for the requested days. **PTF's utilizing forty (40) hours of annual leave will be treated in the same manner as a full time regular (seven day period for annual leave) for open bid weeks.**

Section 8. An annual leave schedule pertaining to each section shall be posted and maintained in that section and kept up-to-date. Exception to this shall be in the Maintenance Craft at the Post Office, which will be posted and maintained at the Main Office.

Section 9. CANCELLATION OF LEAVE:

A. Cancellation of leave notices will be posted at a designated location at each unit. Canceled annual leave, posted for bid, will be awarded by seniority at the close of the posting period.

B. Cancellation of scheduled annual leave for reposting requirements shall be submitted by the employee in writing to the designated individual at least four weeks prior to the scheduled leave on PS Form 3971 in duplicate. The duplicate copy will be initialed and returned to the employee.

C. Leave may be canceled after the fourth week and up to the Monday preceding the posting of the schedule for that service week. Otherwise the leave scheduled must be taken, unless there is an extreme emergency situation, which exists. Documentation for such emergency may be requested by the supervisor. Such canceled leave will not be reposted for bid. In such cases, bidding for the period canceled will be in accordance with Article 1, section 9. B.

D. Those employees who permanently leave the bargaining unit will have their annual leave reposted for bid.

E. Those employees who transfer out of Anaheim will have their annual leave periods reposted for bid.

F. When an employee moves from one section to another within the Post Office or within the Processing and Distribution Facility, as a result of a bid or reassignment after bidding has been completed for the leave year their annual leave shall follow, however their selection at the previous section will not become open.

G. In the event an employee moves from the Post Office to the Processing and Distribution Facility or visa-versa shall as a result of a bid or reassignment after bidding has been completed for the leave year, their annual leave shall follow, however their selection at the previous section will become open.

H. Those employees moving between Post Office and Processing and Distribution Facility or visa-versa maybe subject to the installation head exercising his/her right to cancel scheduled leave to the extent required to maintain service. Such cancellation must be exercised within 14 days of the effective date of placement into the position. Cancellation of scheduled leave, if required, will be done by canceling the leave of the employee who bid into the section affected, unless voluntary cancellation by another employee(s) is sufficient to relieve the situation.

Section 10. OTHER LEAVE:

A. Employees desiring to be off on special occasions for observance of birthdays, and other non-paid holidays (religious or otherwise) shall be allowed to take annual leave to the extent possible with the needs of the Service. Such requests shall be at least twenty-one (21) days prior to the date requested and the PS Form 3971, in duplicate.

B. Requests for leave shall be reviewed by management, and if found to be within reason, every consideration shall be given to honor the request. An answer will be given in five (5) working days. It is the employee's duty to check determination.

C. Requests for emergency leave shall be reviewed by management, and if found to be an emergency, every considered effort shall be given to honor the request.

D. Leave requests for funerals for relatives shall be reviewed by management and every considered effort shall be given to honor the request.

E. Jury duty or attendance at APWU National or State Conventions shall not be charged to the choice vacation period.

**ITEM 13
HOLIDAY SCHEDULING**

Section 1. The following procedure will be followed for holiday scheduling:

A. Regular employees volunteering to work the holiday must sign up on a pre-holiday sign-up roster.

B. The scheduling supervisor will post a holiday volunteer sign-up roster on the second Saturday prior to the holiday. The sign-up roster will be posted for a period of six (6) calendar days.

C. The employer will determine the number and category of employees necessary to provide proper coverage for each holiday.

Section 2. The scheduling supervisor will schedule:

1. Full-time and part-time regulars with the needed skills volunteering to work their designated holiday.
2. Full-time and part-time regulars volunteering to work their non-scheduled day.
3. All casuals and part-time flexibles will be utilized to the maximum extent possible, even if the payment of overtime is required.
4. Full-time and part-time regulars required to work their holiday. This will be done by juniority,
5. Full-time and part-time employees required to work their nonscheduled day. This will be done by juniority.

Section 3. Prior to posting the scheduling supervisor may normally review the schedule with the designated craft representative.

Section 4. Those employees whose holiday falls in conjunction with bid annual leave will not be scheduled to work the holiday.

Section 5. Copies of the Holiday Schedule will be posted on the official board no later than the end of the tour at the P&DF, and close of business (5:00p.m.) for the Anaheim Post Office, the Tuesday preceding the holiday service week.

Section 6. The Customer Service holiday schedule for station relief employees who work at various stations shall be posted at the main office, stations, and P&DF.

**ITEM 14
DESIRED OVERTIME LIST**

Section 1. Sign-up on overtime desired list will be by the following sections:

Anaheim Post Office

Custodian for all Post Offices
Brookhurst Station Clerks
Holiday Station Clerks
Sunkist Station Clerks
Anaheim Hill Station Clerks
Canyon Station Clerks
Stadium Station Clerks
Federal Station Clerks
Main Office Clerks (except SSPC)
SSPC Clerks
Bulk Mail

Anaheim Processing and Distribution Facility

Tour 1- Letter Automation
 Flat automation
 Manual distribution + all other clerks

Tour 2 - All Clerks

Tour 3 - Letter Automation
 Flat automation
 Manual distribution + all other clerks

Maintenance (by tour) and Occupational Group and Level

Motor Vehicle Driver

Any additional craft and/or work units/sites coming under the jurisdiction of the Anaheim Post Office or P&DF shall have sections established for the duration of the agreement. Such sections will be established after consultation between Management and the APWU Local.

Section 2. All employees who wish to do so will sign for overtime in the unit where they are normally scheduled to work.

Section 3. Pool and Relief clerks shall sign the ODL in the office and/or section where domiciled.

Section 4. An employee, whose bid duties cause him/her to work in other sections, shall sign the ODL in the section where the greatest amount of time is normally spent.

Section 5. Wherever possible, employees shall be notified one hour in advance of required overtime beyond their schedule.

Section 6. An employee bidding from one section to another will forward their name to all applicable desired overtime lists if so requested by the employee in writing within 7 days.

Section 7. In order to insure opportunities for overtime, management will supply to the Local a report, on a weekly basis, of overtime hours worked by those employees on the Overtime Desired List.

Section 8. Pool and Relief employees may work overtime in other sections provided those employees who are on the ODL in that section have been afforded an opportunity to do so.

Section 9. Part-time Flexible employees converted during a calendar quarter will be afforded an opportunity to sign the overtime desired list within one week of conversion and assignment.

ITEM 15-17 LIGHT DUTY ASSIGNMENTS

Section 1. Temporary light-duty assignments are any available work, which the employee is physically able to perform as determined by the Installation Head from medical certification submitted by a licensed physician or by a written statement from a licensed chiropractor.

Section 2. When two (2) or more employees request temporary light-duty, determination shall be:

(1) Temporary light-duty equally distributed if sufficient work is available within the employee's restrictions.

(2) If sufficient work is not available to allow more than one (1) hour, temporary light-duty work available shall be assigned by seniority with the employee's stated restrictions.

Section 3. Requests for permanent light-duty will be evaluated in accordance with Article 13 of the National Agreement and the employee so notified.

Section 4. The availability of temporary light-duty assignments shall be determined by the work available and the medical restrictions imposed on an individual basis.

Section 5. If light-duty assignments change an employee's regular hours, the Local President will be notified.

Section 6. The Local President will be notified of any cross craft limited or light-duty assignment.

ITEM 18 SECTION OF ASSIGNMENT

Section 1. Sections for assignments within the installation of employee's excess to the needs of a section:

Anaheim Post Office

Custodian for all Post Offices
Brookhurst Station Clerks
Holiday Station Clerks
Sunkist Station Clerks
Anaheim Hills Station Clerks
Canyon Station Clerks
Stadium Station Clerks
Federal Station Clerks
Main Office Clerks (except SSPC)
SSPC Clerks
Bulk Mail

Anaheim Processing and Distribution Facility

Tour 1 - Automation
 Manual
 Mechanized
Tour 2 - All clerks
Tour 3 - Automation
 Manual
 Mechanized

Maintenance – ET's
MPE Mechanics
Custodian
Building Equipment Mechanics
Maintenance Support Clerks
Maintenance Mechanic

Any additional crafts and/or work units/sites coming under the jurisdiction of the Anaheim Post Office or P&DF shall have sections established for the duration of the agreement. Such sections will be established after consultation between Management and the APWU Local.

Section 2. The definition of Anaheim P&DF Tours is as follows:

- A. Tour 1 - Start time between the hours of 8:01 PM to 4:00 AM
 Tour 2 - Start time between the hours of 4:01 AM to 12:00 PM
 Tour 3 - Start time between the hours of 12:01 PM to 8:00 PM
- B. The definition of P&DF Tours shall apply to all parts of this Local Agreement where the term "TOUR" is used.

ITEM 19 PARKING

Section 1. One (1) space will be reserved for a Union Official at each facility, except at the Federal Station and Stadium Station where there will not be a space, and at the Anaheim P&D Facility where there will be three (3) spaces.

Section 2. The existing parking program will remain in effect. Parking will be provided on a first come, first served basis.

ITEM 21-22 SENIORITY, REASSIGNMENTS & POSTING

Section 1. The installation head shall post and furnish a copy of in up dated seniority roster for each craft to the local union on a quarterly basis. The first week of January, April, July, and October will be designated as the time for posting.

Section 2. Changes in duty assignments as specified below will require reposting:

- A. A 50% change in duties (Means actual duties performed).
- B. Unless negotiated with the local Union President, a change in principal assignment area which requires reporting to a different facility.
- C. Unless negotiated with the local Union President, a deletion or addition of at least one (1) scheme.

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

E. A permanent change in excess of two (2) hours from the posted reporting time of the maintenance assignment.

F. The addition of SSA/window duties.

Section 3. All vacant or newly established assignments shall be posted for bid no later than 10:00 AM every other Friday, and will remain posted until noon on the Monday proceeding the next Friday that the bids are posted. Results of the bids will be posted that Friday. If a shorter bid cycle can be established, it may be implemented by agreement of both parties, but will never exceed 14 days.

Section 4. The successful bidder must be placed in the new assignment within twenty-two (22) days except in the month of December.

Section 5. 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.

Section 6. Normally, management will recognize the application of seniority in the daily reassignment of workers in the clerk craft from section to section, understanding that normally the successful bidder shall work the duty assignment as posted and shall not be displaced by a junior employee. This does not prohibit the Employer from assigning other employees to work the assignment for training purposes.

Section 7: Part-time flexible employees shall be converted to full time in the manner set forth: When a vacant full time clerk duty assignment (residual) exists, part-time flexible employees shall apply with a written request to the Installation Head where the vacant residual duty assignment exists within fourteen (14) days of the position becoming residual and in accordance with Article 37 Section 5.

MISCELLANEOUS

LABOR MANAGEMENT MEETINGS

Section 1. Labor-Management meetings shall be scheduled as requested. Scheduled meetings may be canceled or postponed by mutual consent of both parties.

Section 2. These meetings shall be held between management and the Southwest Coastal Area Local, APWU, AFL-CIO, representing the Clerk, Maintenance, and Motor Vehicle Crafts.

Section 3. Agenda items shall be submitted no later than five (5) calendar days prior to the meeting.

Section 4. Name of participants will be listed on the list of agenda items.

Section 5. Meetings shall be held at the P&DF or at such other place mutually agreed upon.

Section 6. A representative of the APWU Bargaining Agent may review the minutes prior to posting.

Section 7. Minutes of Labor-Management meetings will be posted within four (4) working days after meetings.

Section 8. The APWU Union shall receive two (2) copies of the minutes.

SAFETY AND HEALTH

Section 1. Article XIV of the 2000 National Agreement shall prevail with the following clarifications:

A. Time and date of meetings will be designated by the Chairman.

B. Official minutes of these meetings shall be kept and a resume published with (2) copies provided the Union.

C. Safety and Health shall be subject for discussion and/or corrective measures.

D. Current Forms 1767 and Form 1783 shall be made available to the committee for review and discussion.

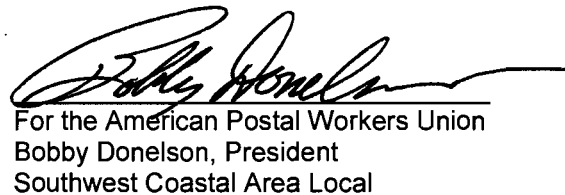
USE OF TELEPHONE

Section 1. Union representatives shall not unreasonably be denied access to telephones for legitimate business related to the administration of the National Agreement.

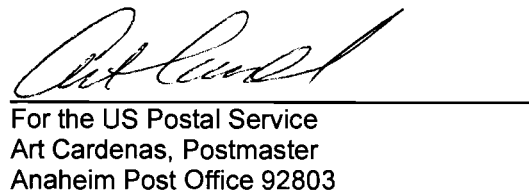
This Memorandum of Understanding has been entered into on **May 29, 2007** between the representatives of the United States Postal Service and the American Postal Workers Union, AFL-CIO, pursuant to the Local Implementation provisions of the **2006-2010** National Agreement.



For the US Postal Service
Dennis Moulds, Plant Manager
Anaheim P&D Facility 92899



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



For the US Postal Service
Art Cardenas, Postmaster
Anaheim Post Office 92803

07-0637

**SOUTHWEST COASTAL AREA LOCAL
AMERICAN POSTAL WORKERS UNION, AFL-CIO**

**BOBBY DONELSON - PRESIDENT
STEP 1 GRIEVANCE OUTLINE**

DISCIPLINE (NATURE OF) OR CONTRACT (ISSUE) NON CONSECUTIVE DAYS OFF		CRAFT ALL	DATE 4/25/2007	LOCAL GRIEV. # 07-0637
UNIT/SEC/BR/STA/OFC ANAHEIM P & D FACILITY	DATE/TIME 4/25/2007 - 0400	USPS REP - SUPR LOREN ASAELI		GRIEVANT AND/OR STEWARD CLASS ACTION / IBRAHIM
STEP 1 DECISION BY (NAME & TITLE)		DATE & TIME		INITIALS INITIALING ONLY VERIFIES DATE OF DECISION
GRIEVANT PERSON OR UNION (LAST NAME FIRST)	ADDRESS	CITY & STATE	ZIP CODE	PHONE
SOCIAL SECURITY NUMBER	SERVICE SENIORITY CRAFT	FTR-PTF	LEVEL	STEP
JOB # PAY LOCATION (UNIT/SEC/BR/STA/OFC)		WORK LOCATION CITY AND ZIP CODE	LIFETIME SECURITY	OFF DAYS
				VETERAN

Pursuant to Article 15 of the National Agreement we hereby appeal to Step 1 the following Grievance alleging a violation of (but not limited to) the following: NATIONAL, (Art./Sec.) ART 8 and Memo related to Consecutive Days Off and LOCAL MEMO Sections 2

LOCAL MEMO (ART./SEC.) OTHER MANUALS, POLICIES, L/M MINUTES, ETC.

Problem:

The USPS is violating Article 8 and the Memorandum on Supplemental Work Force; Conversion of Clerk Craft PTF's.

USPS is posting and also currently has positions with non-consecutive days off for Mail Processing Positions in the Anaheim Plant.

The Union, Southwest Coastal Area Local did not agree to non-consecutive day off positions.
The USPS has failed to correct the problem.

USPS and APWU signed the 2006-2010 National Agreement on March 29, 2007.

Background

Documents:

List of attached papers as identified: Request for Documentation / Information

Corrective Action Requested:

GRIEVANT BE MADE WHOLE FOR ANY LOST WAGES, RIGHTS AND BENEFITS.
Pay employee out of scheduled if their current days off or work hours are changed.
Repost all non consecutive day off positions in accordance with Article 8.3.c and LMOU Section 2.c.

Management's Response:

The parties agree that those employee(s) having non-consecutive days off will remain in those position(s) until they are vacated. Once the job becomes vacated the position(s) shall be reposted with consecutive days off in accordance with Article 8- Section 3.C and LMOU section 2.

Loren Asaeli 5/5/07

**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 4-12 - 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.

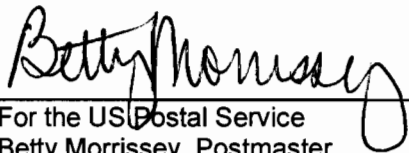
SECTIONS 21-22 - SENIORITY AND POSTING

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.

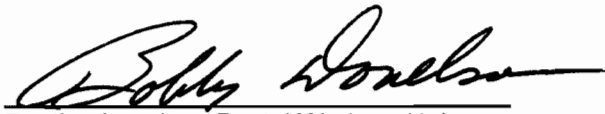
B. Successful bidders for posted assignments shall accept the non-work days that accompany the new assignment and be awarded the position in accordance with Article 37 of the Collective Bargaining Agreement.

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

**2006-2010
Local Memorandum of Understanding
United States Postal Service - Brea, California 92621
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 management of Brea, California Post Office (hereinafter referred to as the "Employer") and the American Postal Workers Union, Southwest Coastal Area Local, Brea Installation, AFL-CIO (hereinafter called the "Union"), on personnel policies and practices and working conditions.

B. The Memorandum 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 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 2 - WORK WEEK

The regular work week for full-time employees shall be five (5) days with fixed days off.

SECTION 3 - GUIDELINES FOR THE CURTAILMENT 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.

The employer will give due consideration to orders of local competent authority. Local competent authority is defined as local Brea officials responsible for community safety, such as but not limited to, police chief, fire chief and director of civil defense.

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

Any time or type of leave necessary to be given will be charged according to existing regulations or specials orders that may be given.

SECTION 4-12 - LEAVE

A. It is mutually agreed that the leave period shall be from the first Sunday in January through the first week in December plus the first full week after Christmas.

1. Each career employee shall be granted up to fifteen (15) days annual leave on first choice.
2. Each career employee may be granted balance of annual leave at employee's option on second choice.
3. The employee, the Union and the Employer do agree that the vacation period shall start on Monday and end on Sunday with no change in the employee's basic work week.

4. Management shall determine the number of employees to sign-up for all leave and all facilities effective for vacation years in accordance with established leave sections in effect. The number of employees who shall receive leave during the vacation period shall be fourteen percent (14%), which will include military, court, extended sick leave and union related leave. Leave will be granted in increments of one week.

5. Leave sections shall be:

- a. Distribution Clerks
- b. Window Clerks (anyone with a fixed credit)
- c. Maintenance

B. Both parties agree that any mutual exchanges must be within the craft, mutually agreed upon by the two (2) parties involved, and presented in writing to the postmaster or his designee for approval a minimum of one (1) week in advance of the proposed exchange.

C. It is mutually agreed that sign-up for vacation periods shall begin by seniority order on November 1st of each year, and will be completed by November 30th.

1. Each employee will view the vacation chart which shall show all periods not bid upon. After review, the employee shall fill out the bid on Form 3971 and sign his/her name on the chart.

2. An approved copy of the Form shall be returned to the employee indicating the vacation schedule approved.

3. Employees will be allowed two (2) days maximum for applications.

4. Employees, on their non-scheduled work day or on approved leave may make their selection by telephone when it is their turn to sign-up for vacation, and will complete a Form 3971 on the next regular work day.

D. If, after all vacations are chosen and there are still vacant weeks, employees may, with supervisor's approval, change their vacation or choose additional time in these vacant weeks. Advance notice of at least one (1) week must be given.

E. Applications submitted for annual leave, other than bid vacations, shall be submitted in writing and shall be approved or disapproved within forty-eight (48) hours. At the employee's option, a disapproved leave request may be held in a pending status to establish priority of request, in the event changing conditions would permit approval.

F. Casual leave signed-up after the initial bidding will be guaranteed at six percent (6%) if submitted by Monday of the prior week requested based on first come first serve. Seniority will apply on applications submitted on the same day.

G. All employees must cancel leave two weeks prior to requested leave week except in cases of extreme emergencies.

SECTION 13-HOLIDAYS

A. Holiday Scheduling

When it is necessary to schedule regularly assigned employees on a holiday or their day designated as a holiday, regularly assigned employees will be scheduled in the following order:

1. Those regularly scheduled employees possessing the necessary skills who are scheduled to and voluntarily wish to work on that holiday.
2. Other regularly scheduled employees possessing the necessary skills who voluntarily wish to work on that holiday.
3. Those regularly scheduled employees possessing the necessary skills to work on that holiday in inverse seniority, on a rotating basis.
4. Other regularly scheduled employees possessing the necessary skills in inverse seniority on a rotating basis until the needs of the service are met.

SECTION 14 - OVERTIME DESIRED LIST

- A. The Overtime Desired List shall be by Installation Crafts and a one hour notice will be given when overtime is needed except in cases of extreme emergencies.
- B. There shall be two (2) ODL's, one (1) for non-scheme and one (1) for scheme.

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 doctor or licensed chiropractor, provided the employee has the skill.
- B. When two (2) or more employees request light duty, determination shall be:
 1. Light duty equally distributed if sufficient work is available.
 2. If sufficient work is not available to require more than one (1) hour light duty, work available shall be assigned by seniority.

SECTION 18 - EXCESSING

The sections shall be:

1. Tour 1 prior to 6 AM start
2. Tour 2 after 6 AM start
3. Window Clerks (anyone with a fixed credits)
4. Maintenance

SECTION 19 - PARKING

There will be three (3) parking spaces to be designated as carpool parking, initially. The number of carpool spaces shall not exceed three (3). If the need arises for more than three (3) spaces, the need is understood to mean that there are more than three (3) sets of carpoolers. This need will be mutually agreed to between management and the APWU. If there is a need for more spaces, it shall be negotiated with the local union.

SECTIONS 21-22 - SENIORITY AND POSTING

A. Vacancies

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

- a. Entire scheme requirement is taken away by management.
- b. Fixed credit is permanently added or taken away.
- c. A present clerk position is changed to a full-time window assignment.
- d. Starting time is changed more than one (1) hour.
- e. Any changes noted above will be waived if the incumbent and the APWU accepts the changes and has been in the position a minimum of one (1) year.

2. A copy of all positions going up for bid will be given to the Union. Copies of awards will be given to the Union President or his designee at his request.

B. Vacant tours will be posted for seven (7) days and the successful bidder will be placed into the new assignment no later than twenty-one (21) days after the award is made.

C. Other Issues

- 1. Tour 1 Clerks will receive one (1) ten (10) minute break and one (1) thirty (30) minute lunch period during their tour of duty. If overtime is scheduled clerks will receive a five (5) minute break. The intent of this language is to have two breaks and a lunch period during a normal eight hour work tour.
- 2. Tour 2 Clerks will receive two (2) ten (10) minute breaks and a lunch period during their tour of duty.
- 3. All clerks will receive a five (5) minute break if scheduled for one (1) hour of overtime and a ten (10) minute break if scheduled for two (2) hours of overtime.

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



For the US Postal Service
Al Paz, Postmaster
Brea, California



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

2006-2010
Local Memorandum of Understanding
United States Postal Service - Buena Park, California 90622
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 Buena Park, California Post Office and the following organization: American Postal Workers Union - Southwest Coastal Area Local

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

A. Bargaining unit employees shall be granted five (5) minutes wash up time before clocking out.

B. Motor Vehicle and Maintenance employees shall be granted five (5) minutes wash up time before clocking out. Anything in excess of five (5) minutes, the employee should show a need that he was working with toxic materials.

SECTION 2 - WORK WEEK

A. The parties reserve the right to discuss and act on further changes during the life of this agreement.

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

A. If any of the following conditions should exist, the following emergency procedures shall be implemented:

1. Bomb Threat-USPS Contingency Plan will be used, with a copy supplied to the Union.
2. Earthquake-USPS Contingency Plan will be used, with a copy supplied to the Union.
3. Smog Alert-work will be suspended if directed by regional USPS.
4. Fire-Any time a fire exists, employees shall be alerted by PA system, giving location of fire. Building shall be evacuated if determined necessary.

B. Any lost time caused by the above will be charged according to existing regulations.

SECTIONS 4-12 - FORMULATION OF LOCAL LEAVE PROGRAM

A. Coverage: The following annual program covers all clerks, special delivery messengers, maintenance and vehicle maintenance employees of the office. Installation seniority within each craft shall prevail at all times when bidding for vacation.



1. An employee may at his option, request two selections during his/her first choice in units of either five (5) or ten (10) working days, the total not to exceed the ten (10) or fifteen (15) days as provided for in Article 10, Section 2-D-3 of the National Agreement.
2. After all employees have had their first choice of vacation, a second round of bidding, by seniority, shall take place at which time an employee may use up to four (4) weeks of his or her annual leave. A third round of bidding, by seniority, shall take place at which time the employee may use any or all of his or her remaining leave.
3. There will be a twenty-four (24) hour time limit in which the appropriate senior employee must make a selection or be passed over.
4. After the third round of bidding has been completed, vacation periods will be given on first come basis. In case of two requests being received at the same time, seniority will prevail.
5. Cancellation of vacation periods must be submitted in writing two (2) weeks in advance, in order to require posting for bid.
- 6. Cancellation of less than two weeks will be posted for incidental leave based on first come first serve. Seniority will prevail if submitted on the same day. Selection must be made prior to the posting of the weekly schedule.**
7. Vehicle Maintenance, and Maintenance will be a separate unit, and seniority shall prevail in bidding.
8. Every possible consideration for appropriate leave shall be given in situations of personal emergency.
9. Military leave will not count as a choice of employees bid vacation time.
10. Any vacation periods which become vacant as a result of a transfer, retirement or resignation, must go up for bid for seven (7) days, provided said notice is received at least two (2) weeks prior to the above affected vacation periods. It is the responsibility of the installation head to post within three (3) days of receipt.

B. Insufficient Leave:

1. Employees without sufficient leave to their credit may not bid on canceled vacation periods.
2. Employees who have used up their vacation time (through use of emergency leave or use of annual leave in daily use) may request LWOP on Form 3971 to cover his/her own bid vacation period. A decision shall be rendered by the installation head within six (6) days of request. If disapproved, it shall be considered written notice of cancellation and said period shall be posted for bid, provided the Form 3971 was submitted three (3) weeks prior to the affected vacation period.

C. Exchange Leave: Mutual exchange of annual leave periods will not be permitted.

D. Duration of the Choice Vacation Period: The choice vacation period shall be from the first full week of May through the last full week of September.

E. Determination of the beginning day of an Employee's Vacation Period: The beginning day of an employee's vacation period shall be Monday.

F. Whether jury duty and attendance at National or State Conventions shall be charged to the Choice Vacation Period:

Employees required to absent themselves for the purpose of jury duty or to attend national or state conventions shall not have such time charged to the choice vacation period, nor will such employees be required to forfeit a previously scheduled choice vacation period.



G. Determination of the maximum number of employees who shall receive each week during the Choice Vacation Period:

1. There shall be a minimum of twelve percent (12%) allowed off each week during the Choice Vacation Period.

2. And ten percent (10%) the remainder of the year. If clerk compliment of Regulars and PTF's remains at 30 or more, then one clerk will be allowed off during the first three (3) weeks of December and the week of Christmas will be excluded. The .5 rounding rule shall apply. The percentage formula shall apply each November 1, after consultation with the Union.

3. The maximum number of full time window clerks allowed off each week will be two (2).

H. The issuance of official notices to each employee of the vacation schedule approved for him/her:

1. Management shall call bargaining unit employees, in seniority order beginning with the senior employee, to view the vacation chart which shall show all periods not bid upon. After review, the employee shall fill out the Form 3971 and his name shall be entered on the chart.

2. Employees in the bargaining unit shall submit bids for leave on Form 3971 provided by the employer, in duplicate, with seniority number in appropriate space.

3. An approved copy of the Form 3971 shall be returned to the employee indicating the vacation schedule approved.

4. Master vacation chart shall be posted in the glassed-in case for the entire year.

5. Employees on their non-scheduled work day or on approved leave may make their selection by telephone when it is their turn to sign-up for vacation, and will complete a form 3971 on the next regular work day.

I. Determination of the date and means of notifying employees of the beginning of the new leave year:

1. In accordance with Article 10, Section 3a, the employer shall no later than November 1 publicize on bulletin boards and by other appropriate means, the beginning date of the new leave year, which shall begin with the first day of the first full pay period of the calendar year.

2. Vacation bidding will begin the first work day after December 1.

J. The procedures for submission of applications for annual leave during other than the Choice Vacation Bidding:

Applications submitted for annual leave, other than bid vacations, shall be submitted on Form 3971 and shall be approved or disapproved within forty-eight (48) hours. At the employee's option, a disapproved leave request may be held in a pending status to establish priority of request, in the event changing conditions would permit approval.

K. The determination as to whether annual leave to attend Union activities requested prior to the determination of the Choice Vacation Schedule is to be part of the Choice Vacation Plan:

When an officer or member of this organization requests leave to attend Union activities prior to the determination of the choice vacation schedule, it shall not be charged to the choice vacation.

SECTION 13 - HOLIDAYS

A. Schedule qualified employees to work on a holiday or their designated 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 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

A. Overtime desired lists shall be divided into two sections within the installation, which are Main Office and Station "A", and by craft.

1. An overtime list shall be posted at the Main Office. Those employees eligible to sign this overtime list shall be clerks who normally work all or the majority of their tour bid job at the Main Office.
2. An overtime list shall be posted at Station "A". Those employees eligible to sign this overtime list shall be clerks who normally work all or the majority of their tour bid job at Station "A".
3. When either list is exhausted, when overtime is needed, then and only then may qualified clerks on the opposite list be called in on overtime, in the office which they normally do NOT work.

SECTIONS 15-17 - LIGHT DUTY

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

B. The local branch of APWU will be notified of employees on temporary or permanent light duty assignments and the duration if temporary, and craft copy initialed by installation head.

SECTIONS 21-22 - SENIORITY AND POSTING

A. The organization shall be consulted of changes in duty assignments and given an explanation of service needs for required changes, and the craft's notations will be initialed by the installation head.

B. Length of posting: The notice shall remain posted for seven (7) days.

C. The successful bidder shall be placed in the new assignment within fifteen (15) calendar days except during the month of December.

D. 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 Employee, the job will not be reposted. If there is no agreement, then the job will be reposted.

E. Seniority

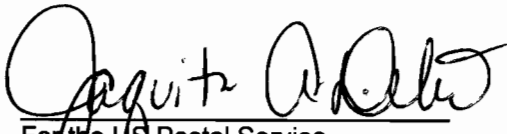
1. The seniority roster for each craft will be updated and posted on a quarterly calendar basis. This will be done during the months of January, April, July, and October.
2. The Union will be immediately sent a copy of the roster for each craft it represents after each updating.

MISCELLANEOUS

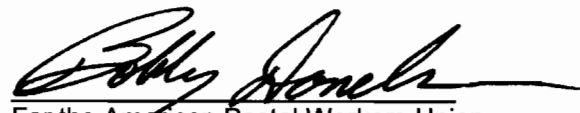
LABOR-MANAGEMENT MEETING

- A.** Labor-Management meeting will be held monthly. The meeting will be held on the second Tuesday of each month. Meeting date may be changed by mutual consent. There will be a one (1) hour time limit.
- B.** Two (2) representatives will represent the APWU on the clock.

This Memorandum of Understanding is entered on **April 17, 2007**, at Buena Park, California 90622 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 Buena Park, California Installation pursuant to the Local Implementation Provision of the **2006-2010** National Agreement.



For the US Postal Service
Jacquita A. Deter, Postmaster/OIC
Buena Park, California



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

2006-2010
Local Memorandum of Understanding
United States Postal Service - Corona Del Mar, 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 Corona del Mar, California Post Office and the following organization: American Postal Workers Union - Southwest Coastal Area Local

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

All employees not on a fixed schedule will be scheduled off for a long weekend Friday, Saturday and Sunday at least once every six (6) weeks.

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 4-12 - VACATIONS

A. Annual Leave Program:

1. The vacation leave year shall be the Postal leave year. There will be no annual leave for the two (2) weeks prior to the National General Election every other year.
2. Leave will be signed for in increments of full weeks.
3. The number of employees allowed off shall be thirteen percent (13%) during the months of April, May, June, July, August and September, the week before and after Easter and Thanksgiving, and eleven percent (11%) at all other times.
 - a. 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 with a financial till will be off on any given week.
 - b. One custodian will be allowed off at any given time.
4. Seniority shall have no bearing after January 31st. (First come, first served.)

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 employees 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 posted 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 requests must be submitted no more than two (2) weeks before the schedule is posted but not later than the Monday before the vacation week.
3. Such leave will be awarded on a first come, first served basis.
4. 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. Full-time and part-time regulars who have volunteered to work on a holiday and whose holiday it is. Such employees shall be selected on a seniority basis.

C. Full-time and part-time regulars who have volunteered to work on the holiday and whose holiday it is not. Such employees shall be selected on a seniority basis.

D. Part-time flexibles, even if overtime is necessary.

E. Full-time and part-time regulars who have not volunteered to work on the holiday and whose holiday it is. Such employees shall be selected on a juniority basis.

F. Full-time and part-time regulars who have not volunteered to work on a holiday and whose holiday it is not. Such employees shall be selected on a juniority basis. It is understood that qualified employees are those having the necessary skills. It is not the intent of this language to use regulars over PTF's if there is less than eight (8) hours of work on the holiday.

SECTION 14 - OVERTIME

The Overtime Desired List shall be by installation and craft and posted quarterly in accordance with the National Agreement. The employer will whenever possible try to give a minimum of one hour notice for overtime.

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.

It is understood the employee must have the required skills needed.

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 Corona del Mar, California 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.

C. A copy of all posted notices affecting the craft shall be sent to the President.

D. The installation head shall post and furnish a copy of an updated seniority list to the local union on a quarterly basis for all APWU crafts.

E. The names of doctors and medical facilities where an employee can report, in the event of an accident, injury or dog bite, shall be posted in a prominent place in the post office, and, where a delay in medical treatment would result in further harm, the employee may go to any available doctor or medical facility for emergency treatment. It shall be the responsibility of management to see that an injured employee is taken to a facility for treatment in emergency situations.

F. An employee will be placed in a new bid within ten (10) days.

MISCELLANEOUS PROVISIONS

Christmas Meeting:

During the month of November, representatives of Management and the Union shall meet for the purpose of consulting and preparing local policies to be established in the local Christmas operation.

Labor-Management Meeting:

A. The installation head or his designee shall meet with the appropriate representatives of the Union the first Wednesday of each month or at any other time as may be mutually agreed upon. Meetings shall be convened at 10:30 AM and except for unusual situations, shall run for such time as is necessary to dispose of all business. Meetings may be scheduled on a unilateral basis. Meetings may be canceled by mutual agreement.

B. Minutes of Labor-Management meetings shall be kept and copies shall be exchanged and initialed by the parties for verification. Any policy reached at such meetings shall be reduced to writing and signed by both parties.

Stand Up Meeting:

At least once each week the Supervisor in Charge, and a Union representative may be present when available, will hold a stand up meeting informing employees of current changes in office policies or procedures. Any official printed notices which have a direct bearing on employees shall be read and explained. These notices shall then be placed on the appropriate bulletin board. Meetings will be held to five (5) minutes or less.

Equipment:

A. Assignment of any new equipment for employee duties shall be by seniority, except when justification can be proven otherwise.

B. Space shall be provided for the storage and reference of all pertinent material pertaining to the local employee organizations of the Corona del Mar, California Post Office.

Official Personnel Folder:

A. All employees shall, upon request, have the right to inspect their Official Personnel Folder; the Local President or his designee shall also have the right to inspect an employee's Official Personnel Folder if requested in writing to do so by the employee.

B. All employees shall receive a written notification or copy of all material that is placed in their Official Personnel Folder.

This Memorandum of Understanding is entered on May 1, 2007, at Corona Del Mar, 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, Corona Del Mar installation pursuant to the Local Implementation Provision of the 2006-2010 National Agreement.



For the US Postal Service
Linda Forness, Postmaster
Corona del Mar, California



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

2006-2010
Local Memorandum of Understanding
United States Postal Service - Costa Mesa, California 92626
and
American Postal Workers Union, AFL-CIO—Southwest Coastal Area Local

National Agreement
Article 30
Recognition

PARTIES TO THE AGREEMENT

A. This basic local agreement entered into to implement the nationally negotiated agreement represents and constitutes a Memorandum of Understanding between the Costa Mesa Post Office (hereinafter referred to as the "Employer") and The American Postal Workers Union, Southwest Coastal Area Local, AFL-CIO (hereinafter called the "Union"), on personnel policies and practices and working conditions.

B. This 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 certified as the exclusive representative. The Union represents only those craft or occupational group employees, in units established at the local level, for which the Union is certified as the exclusive representative.

C. The Union is certified as the exclusive representative of the Clerk and the Maintenance Crafts.

D. It is understood that each item in this Memorandum is started with "It is agreed".

SECTION 1- WASH UP TIME

Employees in the bargaining unit will be allowed a reasonable time to wash up when working with dirty and toxic materials. Present procedures will be continued.

SECTION 2 - WORK WEEK

The established work week for full-time regular employees shall be five (5) days with fixed days off.

SECTION 3 - GUIDELINES FOR THE CURTAILMENT 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.

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.

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

Any lost time or type of leave necessary to be given will be charged according to existing regulations or special orders that may be given.

In the event of earthquake, fire, or power failure, Management will confer with Union representatives.

SECTIONS 4-12 - VACATION

A. That a vacation committee consisting of a Manager and one (1) member of the Union meet to review and post all leave bids.

Sections for annual leave are as follows:

1. **Main Office mail processing clerks, clerk messengers, and PTF distribution clerks**
2. Main Office Window & Finance, including PTF window qualified clerks, Business Reply, Claims, and General Clerk(s).
3. Mesa Center Distribution Clerks
4. Mesa Center Window Clerks
5. **Maintenance (city wide)**

B. That all bid leave(s) approved will stand regardless of new job bids entailing change of tour and/or work location.

C. There will be no swapping of annual leave.

D. Employees ordered to military training during choice period will be eligible for other choice leave periods.

E. That a decision with regards to unscheduled annual leave will be made within three (3) working days.

F. That every possible consideration for appropriate leave shall be given to employees in situations of personal emergency, by their immediate supervisor.

G. That a copy of the leave plan be posted on all bulletin boards prior to December 31.

H. That leave bidding will be conducted as follows:

1. The first round of sign-up will be for the period of two (2) or three (3) weeks, depending upon the employee's leave category by seniority in section.
2. The second round of sign-up shall be by seniority in section **for the remaining leave the employee will earn in a leave year.**
3. Sign-up will commence on December 1 and conclude on December 31.
4. When the schedule has advanced beyond an employee for lack of signing, that employee will be afforded the opportunity to sign at any time **he or she** later makes **his or her** wishes known and bids shall be for available periods still remaining.

I. The choice vacation period shall be from the first whole week in May through the last full week in September, and the first whole week in December through the last whole week in December.

J. The beginning day of leave week will be on Monday **and end on Sunday**. Consideration shall be given to employees with split days or mid-week days off.

K. An employee shall be permitted to choose two (2) selections from the choice vacation period provided he/she does not exceed **their** entitlement as outlined in the National Agreement.

L. Attendance at National, State or Regional Conventions shall not be charged to the choice vacation period provided only one (1) attends.

M. Maximum number of employees on annual leave during choice period May through September, **spring recess, Thanksgiving week, and the vacation week which has New Year's as part of that vacation week** will be thirteen percent (13%). The maximum number of employees on annual leave in December shall be five percent (5 %). This time shall be considered part of the choice vacation period. The remainder of the vacation year shall be nine percent (9 %). After initial rounds of bidding are completed, all subsequent requests for annual leave of one day or more shall be subject to a maximum of eight percent (8%). After the initial rounds of bidding are complete, a one (1) slot maximum can be reserved for long term illness, pregnancy, OWCP/LWOP to the maximum of four (4) weeks per incident.

1. One (1) maintenance employee may be off **at a time city wide**.

2. In applying the thirteen percent (13%) requirement, and fraction of .50 or more (rounding rule applies) will mean one (1) attending employee. Any fraction less than .50 will be discarded.

N. Employees shall be notified in writing of the vacation schedule that has been approved for them. The notice shall be in a form of a PS 3971 filled out by the **employee** at the time the employee makes his/her selection and signed by the supervisor.

O. The employer shall, no later than November 1, publicize on the bulletin boards the beginning date of the new leave year which shall begin with the first day of the first full pay period for the calendar year.

1. After second round of bidding has been completed, remaining vacant vacation periods will be given on a first come-first serve basis subject to an 8% cap on all leave requests. In case of requests received at the same time (same day), seniority will prevail.

2. Relinquished bid vacation shall be posted for three (3) days.

3. Leave must be relinquished two (2) weeks prior to scheduled leave, except in emergency by mutual consent of employer and union.

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

A. Schedule qualified employees to work on a holiday in the following order:

1. Full-time and part-time employees 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.

4. Full-time and part-time regulars who have not volunteered to work on the holiday selected by juniority from those whose regular schedule includes the holiday.

5. That religious holiday leave be approved to the extent possible.

Qualified employees are those having the skills needed.

SECTION 14- OVERTIME

That employees be afforded an opportunity to cancel any personal plans curtailed by overtime assignment.

A. The sections for overtime are the same as listed in vacation leave Sections 4-12 A.

B. That "Similar Work" be categorized as follows:

1. Non-mail processing.
2. Mail processing.
 - a. Non-scheme.
 - b. Scheme knowledge required.

C. Higher lever assignments:

1. That higher level duties be assigned by seniority within work location.

SECTIONS 15-17 - LIGHT DUTY ASSIGNMENTS

Management agrees to consult with the APWU in order to determine what type of assignments will be available and not to the detriment of scheduled employees.

A. Light duty assignments are defined as any available work which the employee is physically able to perform as determined by a doctor or chiropractor.

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.
2. If sufficient work is not available to require more than one (1) hour light duty, work available shall be assigned by seniority.

SECTION 18 - REASSIGNMENTS IN EXCESS TO THE NEEDS OF THE SECTION

The sections for reassignments are the same as listed in the vacation sections 4-12 A.

SECTION 19 - PARKING

Employees represented by the organization may park in the parking area adjacent to the west side of the post office building, except those designated as customer parking. Parking spaces will continue to be provided for all employees.

SECTIONS 21-22 - SENIORITY AND POSTING

A. 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 Employee, the job will not be reposted. If there is no agreement, then the job will be reposted.

B. The Union is to be contacted prior to any major changes in bids.

C. The seniority roster for each craft will be updated and posted on a quarterly calendar basis. This will be done during the month of January, April, July and October.

D. The Union will be immediately sent a copy of the roster for each craft it represents after each updating.

E. Vacant position(s) will be posted for eight (8) days and then successful bidders will be placed into the new assignment no later than the first day of the new bid basic work week, excluding the month of December.

F. That a locked bid box furnished by employer for depositing bids for posted positions.

G. Employees on leave shall be notified of any vacancies if they provide a self-addressed envelope to the personnel section for use in sending the notification.

MISCELLANEOUS

LABOR-MANAGEMENT MEETINGS

A. That labor-management meetings be held monthly at 10:00AM on the fourth Thursday of the month.

B. That agenda items for discussion at the meetings shall be exchanged between Employer and Union at least three (3) full work days before the scheduled meetings. Items not placed on such agenda may be discussed only by the mutual consent of both parties.

C. That any numerical strength over two (2), used by Employer, will be authorized for Union also.

D. That no more than six (6) working days be taken to issue the minutes of the Labor-Management meeting.

E. That the Union be furnished two (2) copies of the minutes of the Labor-Management meeting.

F. That the minutes of the Labor-Management meetings be signed by the Postmaster or for the Postmaster in his absence.

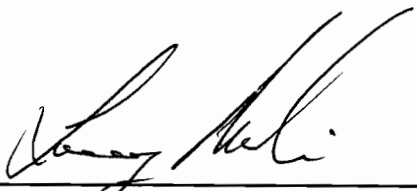
G. That items on the agenda of a Labor-Management meeting, agreed upon, be effective immediately unless otherwise stipulated.

SUPPLEMENTAL

Items carried over from Local Memorandum of Understanding -1971

- A. That split day basic work weeks be kept to an absolute minimum, with review upon authorization of additional positions.
- B. That all practices concerning personal telephone calls be consistent and apply equally to all employees.
- C. Subject to sound business judgment and practices and with supervisor's permission, designated Union representatives will be allowed the use of post office telephones for legitimate business related to the administration of the National Agreement.
- D. That employer will reply to all correspondence, individual or organizational, other than grievance correspondence, within six (6) working days.
- E. That a copy of the Memorandum of Understanding and Supplements thereto shall be placed in Order books at all stations of this post office.
- F. That employees required to travel during their work tour will be informed by the supervisor of their right to mileage payment, should their personal vehicle be used.
- G. That the minutes of all committee meetings in which the Union participates will be posted on all bulletin boards.
- H. That, when employees are assigned new bids, their schedules will be examined to include any change necessary for orderly assignment to the new position.

This Memorandum of Understanding is entered on **May 29, 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
Larry Rubin, Postmaster
Costa Mesa, California



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

**2006-2010
Local Memorandum of Understanding
United States Postal Service
Cypress, California 90630
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 negotiated agreements represents and constitutes an Agreement between the management of Cypress, California Post Office (hereinafter referred to as the "Employer") and American Postal Workers Union, AFL-CIO, Southwest Coastal Area Local, Cypress Installation (hereinafter called the "Union"), on personnel policies and practices and working conditions.

B. The Memorandum of Understanding covers all crafts 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 Memorandum of Understanding has no force and effect with respect to employees in craft units not represented by the Union part of this Agreement.

D. Clerks at the Installation are defined as finance-support-distribution.

SECTION 2 - WORK WEEK

The regular work week for this bargaining unit shall be as follows:

A. Clerks

1. Window clerks five (5) days with fixed days off.
2. Distribution clerk and window distribution clerk (5) days with rotating days off or fixed days off. In the event that work schedules need to be modified it can be negotiated thru Labor-Management meetings.

B. Maintenance- five (5) days with fixed days off.

SECTION 3 - GUIDELINES FOR THE CURTAILMENT 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.

The employer will give due consideration to orders of local competent authority. Local competent authority is defined as Cypress local officials responsible for community safety, such as but not limited to, police chief, fire chief and civil defense.

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

Any time or type of leave necessary to be given will be charged according to existing regulations or special orders that may be given.

SECTIONS 4-12 - LEAVE

A. Formation 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 of the new leave year.
2. The employees leave week shall be Sunday through Saturday.
3. Employees required to absent themselves for the purpose of serving on jury duty or to attend National or State Conventions shall not be required to forfeit a previously scheduled choice vacation period.
4. When an officer or member of the organization request 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. Choice leave period shall be first full week of the new leave year through the last week in the leave year, except for the month of December.

C. Number of employees off during choice period shall be at fourteen percent (14%). The fourteen percent (14%) factor shall be applied May 1, and September 1. It is understood the .5 Rounding Rule shall apply. If leave is to be canceled it shall be done the Wednesday prior to, after consultation with the Union.

1. Any extended absence will be considered as part of the fourteen percent (14%) factor, including military, jury duty, emergencies and medical.

D. Bidding procedures for annual leave:

1. There will be three (3) annual leave lists, one (1) for Main Office finance, one (1) for South Station finance, and one (1) for all other clerks.
 - a. Main Office includes all window positions at M/O and window relief positions, box clerk, accounting clerk and window technician.
 - b. South Station includes window positions assigned to South Station and window relief and/or other clerks with South Station financial accountability.
2. During first bid, employees at their option may request two (2) selections during the choice vacation period, in units of either five (5), ten (10), or fifteen (15) days.

E. Each year prior to November 1, the local union steward and management may meet to negotiate the distribution of leave for the upcoming year to accommodate the changing work force.

F. Unscheduled leave.

1. Unscheduled leave may be bid any time after scheduled bidding is completed and for any opening that exists in the leave year.
2. Unscheduled leave of less than five (5) days shall be approved or disapproved the Tuesday preceding the work week in which the leave shall be taken. Requests will be honored on a first come-first serve basis unless more than one request is received at the same time then seniority shall apply.

G. 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 at least two (2) weeks in advance for the starting date for such annual leave, and that management will then post the vacancy for bid period of five (5) days.

H. Definition of scheduled and unscheduled leave.

1. For the purpose of this Memorandum of Understanding, scheduled leave is defined as that leave which is bid during regular bidding periods for leave.

2. All other annual leave is considered to be unscheduled leave.

I. Two (2) slots (1 window and 1 distribution clerk) will be made available for the week prior to Christmas. Each year prior to November 1, the local union steward and management will meet to negotiate Christmas leave.

1. If there will be any, as it is optional.

2. How many employees will be allowed off.

3. How many weeks of December will be available.

Extended absences may affect the honoring of any annual leave during the month of December.

SECTION 13 - HOLIDAYS

A. Scheduled 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.

4. Full-time and part-time regulars who have not volunteered to work on the holiday, selected on a reverse seniority basis from those employees whose regular schedule includes the holiday.

B. Qualified employees are those having the skills needed.

SECTION 14 - OVERTIME DESIRED LIST

Overtime desired list shall be in accordance with Article 8 of the National Agreement and shall be by section.

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 quarterly basis during the months of January, April, July and October.

B. Posting.

1. Vacant tour shall be posted for seven (7) days. Successful bidders will be placed in their new assignments no later than the next pay period after the award is made.
2. A position shall be declared vacant and posted in the manner prescribed when:
 - a. Schedule starting time is changed more than one (1) hour.
 - b. Entire scheme is taken away.
 - c. Full-time window is changed to a distribution clerk.
 - d. Relief window is changed to full-time window.
3. A copy of all positions going up for bid and all positions awarded will be given to the Union.

MISCELLANEOUS

LABOR-MANAGEMENT MEETINGS

Labor-Management meetings will be held not less than once each quarter at a time and place mutually agreed upon by Management and the Union. However, if circumstances demand meetings at other times, they will be called by mutual consent of the Union and Management. The Labor-Management Committee will comprise three (3) members of the American Postal Workers Union and three (3) members of Management. One member of the American Postal Workers Union will be on official time.

This Memorandum of Understanding is entered on **May 1, 2007** at Cypress, California 90630 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, Cypress, California Installation pursuant to the Local Implementation Provision of the **2006-2010** National Agreement.



For the US Postal Service
Pedro Estrada, Postmaster/OIC
Cypress, California



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

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 #917

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 CURTAILMENT 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.

2006-2010 Local Memorandum of Understanding
Dana Point, California

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.

2006-2010 Local Memorandum of Understanding
Dana Point, California

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.

2006-2010 Local Memorandum of Understanding
Dana Point, California

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.

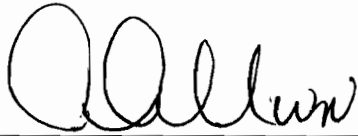
2006-2010 Local Memorandum of Understanding
Dana Point, California

Miscellaneous

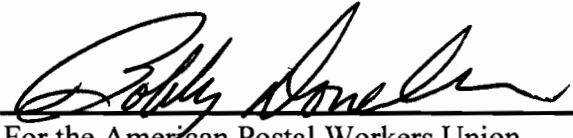
LABOR-MANAGEMENT MEETINGS

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 #0917

2006-2010
Local Memorandum of Understanding
United States Postal Service - El Toro, California 92630
and
American Postal Workers Union, AFL-CIO—Southwest Coastal Area Local

National Agreement
Article 30
Recognition

PARTIES TO THE AGREEMENT

A. These Basic Memorandum of Understanding entered into to supplement the nationally negotiated agreements represents and constitutes an Agreement between the management of El Toro, California Post Office (hereinafter referred to as the "Employer") and the American Postal Workers Union, AFL-CIO, Southwest Coastal Area Local, El Toro Installation (hereinafter called the "Union").

B. The Memorandum 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 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 2 - WORK WEEK

The established work week for regular employees in the bargaining unit shall be five (5) days with fixed days 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 - LEAVE

A. Leave applied for during the annual leave vacation sign-up will be granted on a seniority basis.

B. Annual leave shall be granted as follows:

1. In accordance with Article 10 of the National Agreement, employees shall be allowed to sign-up for five (5), ten (10) or fifteen (15) days of annual leave during the choice period during the first round of sign-up. If fifteen (15) days are taken, at least ten (10) days must be continuous.
2. On the second round of sign-up, the employee may sign-up for any remaining leave available.
3. There will be an assigned sign-up day and employees will be required to select by seniority on that day. Sign-up dates will be agreed to by local management and union.
4. The entire installation is considered one (1) section for the clerk craft.
5. Maintenance is considered a separate section.

C. It is understood by both parties that when an employee wishes to cancel annual leave signed for, that such cancellation must be at least two (2) weeks in advance of the starting date for such annual leave. The canceled leave shall be posted immediately for bid. It shall remain posted for seven (7) calendar days and awarded to the senior bidder. Failure to cancel by the deadline will cause the employee to take the annual leave as scheduled, only if the leave board is full.

D. The duration of the choice vacation period shall be the entire leave year. The first full week following Thanksgiving through the full week prior to Christmas shall be 6% per section.

E. The employee(s) vacation period shall begin on Monday.

F. Jury duty and attendance at APWU National or State Conventions shall not be charged to the choice vacation period provided that no more than one (1) employee will be in attendance at National or State Conventions.

G. If requested, at least thirteen percent (13%) of the clerks in the installation will be granted annual leave each week during the choice period, provided only one full time window clerk is off at a time. One maintenance employee may be off in addition. In applying the thirteen percent (13%) requirement, any fraction of .50 or more (rounding rule applies) will mean one additional employee. Any fraction less than .50 will be discarded.

H. The vacation chart shall be posted by December 1 and employees shall sign-up by seniority.

I. Employees shall be notified in writing of the vacation schedule that has been approved. That notice shall be in the form of a Form 3971 filled out by the employee and signed by the supervisor at the time the employee signs the leave chart. A copy will then be given to the employee.

J. Requested vacant full weeks of annual leave, outside the initial bidding procedure shall be approved. Requests for incidental annual leave will be submitted on PS Form 3971 no earlier than sixty (60) days in advance and no later than the Tuesday prior to the service week in which the annual leave is desired and shall be approved. Leave will be awarded on a first come, first served basis. If more than one request for leave is submitted on the same day, leave will be awarded by seniority.

K. The employer shall, no later than November 1, post on the official bulletin board nearest the time clock the beginning date of the new leave year which shall begin with the first day of the first full pay period of the calendar year.

SECTION 13 - HOLIDAYS

A. Method of selecting employees.

1. Scheduled qualified employees to work on a holiday in the following basis:

- a. Casual qualified employees, even if overtime is necessary.
- b. Part-time flexible employees, even if overtime is necessary.
- c. Full-time and part-time qualified regulars who have volunteered to work on the holiday, selected by seniority on a rotating basis.
- d. Full-time and part-time qualified regulars who have not volunteered to work on a holiday selected by reverse seniority from those employees whose regular schedule includes the holiday.

Qualified employees are those having the skills needed. Also, volunteer list will be posted for one (1) week prior to posting of the holiday schedule.

SECTION 14 - OVERTIME DESIRED LIST

The Overtime Desired List shall be by installation and individual crafts. The list will be posted with three (3) categories:

1. Non-scheduled days.
2. Scheduled days.
3. Over ten (10) hours.

SECTIONS 15-17 - LIGHT DUTY

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

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. Reporting time is changed more than one (1) hour.
3. **Window is added to a bid job or is completely taken away.**

B. Seniority Roster.

1. The seniority roster for each craft will be updated and posted on a quarterly calendar basis. This will be done during the months of January, April, July and October.
2. The Union will be sent a copy of the roster for each craft it represents after each up-dating.

LABOR-MANAGEMENT COMMITTEE

A. Labor-Management Committee meetings shall be conducted the last week of each month. The date and time of each meeting to be determined by mutual agreement between Management and the Union.

B. Labor-Management Committee meetings participated in by the employer and the Union. shall not be held in conjunction with other crafts.

C. All matters resolved shall become binding upon by both parties.

D. Minutes shall be posted on clerk bulletin board.

This Memorandum of Understanding is entered on May 1, 2007 at El Toro, California 92630 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, El Toro Installation, pursuant to the Local Implementation provision of the 2006-2010 National Agreement.



For the US Postal Service
Manavy Lee, Postmaster
El Toro, California



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

**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 preceding 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 Coastal 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 APWU-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 I Clerks
 - b. Tour II 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 up-dated 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 clock.

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 clock 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 #917. 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

**2006-2010
Local Memorandum of Understanding
United States Postal Service - Garden Grove, California 92840
and
American Postal Workers Union, AFL-CIO—Southwest Coastal Area Local
National Agreement
Article 30**

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 management of the Garden Grove, California Post Office (hereinafter referred to as the "Employer") and the American Postal Workers Union, Southwest Coastal Area Local, Garden Grove Installation, AFL-CIO (hereinafter called the "Union"), on personnel policies and practices and working conditions.

B. The Memorandum 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 Memorandum of Understanding has no force and effect with respect to employees in craft units not represented by the Union party to this Agreement.

D. Should any part of this Agreement or any provisions contained herein be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by a court of competent jurisdiction, such invalidation of such part or provision of this Agreement shall not invalidate the remaining portions of this Agreement, and they shall remain in full force and effect.

SECTION 1 - WASH-UP TIME

In accordance with the National Agreement, Article 8, Section 9, Management will provide for reasonable wash-up time for those employees who perform dirty work. Each case will be decided on its own merits.

SECTION 2 - WORK WEEK

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

SECTION 3 - GUIDELINES FOR THE CURTAILMENT 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.

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.

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

Any lost time or type of leave necessary to be given will be charged according to existing regulations or special orders that may be given.

SECTIONS 4-12 - ANNUAL LEAVE

A. Annual leave for all employees covered by the APWU shall be based on twelve percent (12%) for the entire calendar year by craft, except for the three (3) weeks prior to the general and primary elections which will be limited to eight percent (8%). These annual leave percentage rates will apply for the first two (2) rounds of bidding only. During these initial two (2) rounds of bidding, annual leave shall be granted by office seniority and by craft. On the first round, employees will be allowed to choose one (1), two (2) or three (3) consecutive weeks of leave. On the second round, employees will be allowed to sign-up for all their accrued leave and the selected weeks need not be consecutive. The third round employee may select based on all their accrued leave and the selected weeks need not be consecutive. During these first two (2) rounds, all employees will be required to sign-up for all accrued leave weeks that would be in excess of the four hundred forty (440) hours of annual leave allowed to be carried over at the end of the leave year.

B. The Parties agree that upon excessing of any APWU craft(s), either party can re-open negotiations of the annual leave percentage.

C. 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 (12%) and eight percent (8%) guaranteed minimums. Rounding off will be based on .5, or if higher will be rounded to the next higher number, and .49, or lower will be dropped. All full-week leaves, whether annual or occasional, will start on Mondays and will be posted on the annual leave board. Completed copies of the annual leave board shall be located at each station and shall be kept updated.

D. After the three (3) initial rounds of annual leave bidding are completed, all remaining leave weeks will be open for occasional leave. This leave will be guaranteed up to eight percent (8%). Occasional leave must be a minimum of eight (8) hours absence to be included in the eight percent (8%) guaranteed time. The eight percent (8%) would include Military Leave, Jury Leave, Union Leave and Extended Sick Leave. Occasional leave will be granted on a first-come, first-served basis. If two (2) or more requests are received on the same day, preference will be given to the senior employee. Requests for full-week occasional leave must be submitted no later than Monday, two (2) weeks prior to the week requested. Requests for occasional leave of less than one week duration may be submitted by Monday, two (2) weeks prior to the week requested. Requests for occasional leave of less than one weeks duration may be submitted no earlier than Monday, two (2) weeks prior to, nor later than Tuesday, 10:00AM, of the week prior to the week containing the requested dates of leave. All requests for occasional leave will be submitted on PS Form 3971 and signed by the accepting supervisor with date and time of acceptance noted. The submitting employees will be notified by the return of this form either approved or disapproved within forty-eight (48) hours.

E. Cancellation of full-weeks of annual leave must be submitted by close of business, Monday, three (3) weeks prior to the week of leave requested. Cancellations of full-week leave less than three (3) weeks prior may be accepted for emergency reasons. The union will be notified of this canceled leave. The canceled leave will be made available for occasional leave subject to the eight percent (8%) limitation. Cancellation of annual or occasional leave must be submitted in writing on PS Form 3971 signed by the employee.

F. There will be three (3) sections for Clerks and one (1) section for Maintenance

1. Tour 1 - 3 clerks.
2. Tour 2 - 2 clerks.
3. Window and West Garden Grove - 2 clerks.
4. One Maintenance

G. When a clerk bids from one tour to another he/she will maintain his/her leave; however the losing tour will not have the time posted as available if the vacation slot in the gaining unit is full.

2. Chief steward will be notified who is on light duty assignments.

SECTION 18 - REASSIGNMENTS

A. The following sections are designated in accordance with the National Agreement, Article 30, B18:

SECTIONS

1. Mails (Main Office)
2. Administration, Finance and Window (Main Office)
3. Each Classified Station
4. Maintenance Craft
5. Motor Vehicle Craft

ASSIGNMENTS

Clerks whose primary responsibility is the distribution of mail with or without scheme knowledge.

Clerks whose primary responsibilities are duties other than distribution of mail, including all clerks with a fixed credit for services at a public window and the SSPC Technician.

All clerk assignments.

Employees whose bid and duties pertain specifically to Maintenance.

Employees whose bid specifically pertains to maintenance, upkeep and responsibility of motor vehicles.

SECTION 19 - PARKING

As long as the Garden Grove Post Office remains in the present facilities, management will put forth every reasonable effort to provide sufficient parking spaces to allow all employees to park within the existing physical boundaries.

SECTIONS 21-22 - SENIORITY AND POSTING

A. The notice inviting bids shall include information showing scheduled assignments to each section described in Section 18

B. The notice inviting bids shall remain posted for a seven (7) calendar day period.

C. Bids shall be in writing. A bid by telephone or telegraph to a supervisor may be accepted from absent clerks.

D. Two (2) copies of the notice inviting bids shall be given to the Union bearing successful bidder's name.

E. Assignments of successful bidders shall be made within fourteen (14) calendar days from close of bid.

F. Any of the following permanent changes in an employee's duty assignment shall cause it to be reposted.

1. The addition or removal of a city scheme.

2. The addition or removal of window duties.

3. The addition of new duties by as much as two (2) hours daily or twenty (20) hours weekly.

4. Total change of starting time exceeding one hour.

H. The union will receive three copies of the following:

1. The vacation board after the first round of annual leave bidding is completed.
2. The vacation board after the second round of annual leave bidding is completed.

SECTION 13 - HOLIDAYS

A. After the requirements of National Agreement, Article 11, Section 6 regarding assignment of all qualified non-career and part-time flexible employees have been complied with, selections of balance of employees with the necessary skills to work on the holiday or day designated as a holiday shall be as follows:

1. Volunteer full-time and part-time regular employees whose basic work week includes the holiday, in seniority order.
2. Volunteer full-time and part-time regular employees whose basic work week does not include the holiday, in seniority order.
3. Non-volunteer full-time and part-time regular employees whose basic work week includes the holiday in inverse seniority (juniority) order.
4. Succeeding holiday assignments shall start with the next listed full-time employee by seniority either descending or ascending as appropriate.
5. If not scheduled for work on the day following the holiday, those qualified regulars on Tour 1 may volunteer or be selected in accordance with above.

B. Except for scheduled leave, requests from employees to be excused on their "designated" holiday shall be given preference over applications for annual leave when both requests are submitted on the same day.

C. Volunteer duty on a holiday will not prevent the employee being assigned to future holiday duty when he or she is assigned under A3 above.

D. An employee whose day off is a Monday that is a holiday, and who is on annual leave the week preceding, will not be assigned to work the holiday.

SECTION 14 - OVERTIME

Overtime desired lists shall be by section and/or tour and **craft**.

SECTIONS 15-17 - LIGHT DUTY

Assignment of ill or injured regular work force employees:

A. Temporary light duty assignments are defined as any available craft work in the ill or injured employee's craft which an employee represented by APWU is physically able to perform. This will be determined through consultation between the employees and Management and will be guided by the examining physician's report.

B. The number of light duty assignments shall be determined by the above.

C. After a permanent light duty assignment has been approved pursuant to Article 13, Section 2, B1, the duties of the assignment will be determined through consultation between the employee and management and will be guided by the examining physician's report.

1. Craft members to be assigned first to craft assignments.

5. The incumbent of a changed duty assignment, having been in the job for more than one (1) year, shall have the right to rebid and retain the position.

G. In the event that a change exceeding one hour is made in the starting time of an employee, for the benefit of the service, the incumbent shall have the right to rebid and retain the position. A change may not be made for the convenience of the incumbent without reposting and awarding the position to the senior qualified bidder. A Union representative shall be consulted before a change is made in a basic work week, including a change in starting time.

H. To implement Article 37, Section 2C, Article 38, Section 3D, and Article 40, Section IC of the National Agreement, posting and furnishing a copy of seniority lists shall be quarterly.

Miscellaneous

LABOR-MANAGEMENT COMMITTEE

A meeting shall be held monthly with the Postmaster and Union President, or their designee. The meeting will be on the last Thursday of the month. The meeting may be changed at any time by mutual agreement between the Union and the Postmaster. Additional participants shall be limited to two (2). Agenda items must be submitted one (1) week prior to the scheduled meeting. If no agenda items are submitted by either side, the meeting will be automatically canceled.

SAFETY & HEALTH COMMITTEE

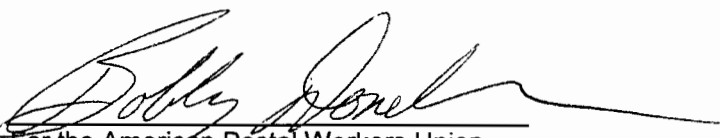
The Safety and Health Committee shall meet quarterly, or more often as mutually agreed, on the second Wednesday of each quarter. This meeting may be changed by mutual agreement. Agenda items must be submitted on week prior to the scheduled meeting. Minutes will be taken and a summary of the minutes will be published. The union will be given two copies of these minutes.

MAINTENANCE EQUIPMENT

No member of the Maintenance Craft will be required to furnish his/her personal tools for use on the job.

This Memorandum of Understanding is entered on **April 19, 2007**, at the US Post Office, Garden Grove, California 92640 between the representatives of the United States Postal Service and the designated agent of the Union signatory to the National Agreement (Garden Grove Installation, American Postal Workers Union, AFL-CIO, Southwest Coastal Area Local) pursuant to the Local Implementation Provision of the **2006-2010** National Agreement. This Memorandum of Understanding plus those items, if any, from this office which are resolved per the agreed upon impasse procedure, constitutes the entire agreement on matters relating to local conditions of employment.


For the US Postal Service
Skip Mejico Postmaster
Garden Grove, California


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

2006-2010
Local Memorandum of Understanding
United States Postal Service - Huntington Beach, California 92647
and
American Postal Workers Union, AFL-CIO
Southwest Coastal Area Local
National Agreement
Article 30
Recognition

PARTIES TO THE AGREEMENT

This 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, Maintenance Craft, and the Motor Vehicle Service Craft.

SECTION 1- WASH-UP TIME

Wash-up time will be granted to employees performing dirty work or work with toxic materials at the discretion of the supervisor either prior to lunch and/or end of tour. Each case will be judged on its own merit.

SECTION 2 - WORK WEEK

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

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

In the event of civil or natural disturbances or the existence of any other emergency condition affecting postal employees, the Employer will be guided by qualified authority recommendations in the action taken to assure the safety and welfare of all employees. When possible, a consultation will be held between the Union and the Employer as to the advisability of curtailment or termination of Postal operations. There will be a semi-annual evacuation drill.

SECTIONS 4-12 - ANNUAL LEAVE

A. The vacation leave year shall be the postal leave year, excluding the full two weeks prior to December 25.

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

C. There shall be three (3) cycles of bidding. 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. Each employee shall be given a copy 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 - 10days.

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.

The second cycle of bidding shall be for the remaining leave the employee will earn during the leave year according to seniority.

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).

After the third (3) cycle is complete remaining vacancies in annual leave (other than canceled leave) shall remain open for application on 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 request for leave during the vacant periods provided such request has 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 awarded by seniority.

During the third (3) rounds, all employees will be required to sign-up for all accrued leave weeks that would be in excess of the four hundred forty (440) hours of annual leave allowed to be carried over at the end of the leave year.

D. The Choice period will be Memorial Day week through Labor Day week, with the addition of Easter week, Thanksgiving week, **Christmas week and New Year's week.**

E. The maximum number of clerks to be granted annual leave each week shall be thirteen percent (13%) in each work group during initial bidding as indicated. Leave requests submitted after initial bidding shall be available up to a guarantee of nine percent (9%) or one employee per group, whichever is greater. Weeks in the choice period will be excluded from the nine percent (9%) formula and will be subject to thirteen percent (13%) for all leave requests.

1. Distribution Clerks, Tour 1, 92647-49 (Columbus week is a blocked)
2. Distribution Clerks, Tour 1, 92648.
3. Distribution Clerks, PM Tour.
4. Administrative Clerks, Main Office.
5. Window Clerks, Main Office (includes pool clerks).
6. Bulk Mail Clerks.
7. Windows Clerks, Ida J. Haxton Station
8. Distribution Clerks, Ida J. Haxton Station
9. Beach Center Station
10. SSPC Clerk and Relief.

F. Employees in Maintenance and the VOMA shall be limited to one employee off per week in each respective group.

G. In applying the thirteen percent-**nine percent (13%-9%)**, any fractions of .50 or more will mean one additional employee. Any fractions less than .50 will be discarded. **If the thirteen (13%) and nine (9%) percents do not provide enough vacation weeks the fraction will be rounded up to the next whole number.**

H. December is designated as sign-up month for the vacation periods. The selection of annual leave shall begin on the first Monday in December.

I. Starting at 9:45 AM, employees shall be called on a seniority basis to make a selection. Available annual leave choices shall be granted at that time.

J. When the schedule has advanced beyond an employee for lack of submitting an application, the employee's application shall be accepted any time within the December sign-up month by seniority. Bids shall be approved for available periods in the choice vacation period still remaining.

K. When an employee wishes to cancel annual leave signed for, such cancellations should be made at least one (1) week in advance of starting date for such annual leave. Canceled or vacated leave shall be posted for three days and granted based on seniority subject to **nine percent (9%)** formula. **Cancellations of less than a full week will be available for occasional leave. Cancellation of less than a week will require mutual agreement between the union and management.**

L. There shall be allowed three (3) delegates off for the National or State conventions. This will not be charged to the Choice Vacation Period.

M. Previously approved annual leave may not be canceled by Management if the employee bids onto a job in another work group. If the previously approved leave period is vacant in the employee's new group, the employee will then fill that time of the leave board.

N. Vacation weeks not committed by Tuesday of the preceding week may be available for occasional leave in units of one (1) day or more on a first-come, first-served basis to employee in the work group having the uncommitted week, subject to the nine percent (9%) formula. Requests shall be no later than Tuesday prior to the service week in which leave is desired. Seniority will be the determining factor on applications bearing the same date. Leave in excess of nine percent (9%) may be approved subject to the needs of the service.

O. Every consideration will be given to requests for extended annual leave based on each individual circumstance.

SECTION 13 - HOLIDAYS

A. The following order will be used for holiday scheduling:

1. All casuals and part time flexible employees to the extent possible, even if payment of overtime is required.
2. All full time and part time regular employees who possess the necessary skills and have volunteered to work on the holiday or designated holiday.
3. Full time and part time regular volunteer employees whose scheduled non-work day's falls on the holiday and possess the necessary skills, even though the payment of overtime is required, by seniority.
4. Full time and part time regular employees who have not volunteered to work their holiday, or by juniority.
5. Full time and part time regular non volunteer employees whose scheduled non-work days falls on the holiday or designated holiday and possess the necessary skills, even though the payment of overtime is required, by juniority.
6. A sign-up list will be posted two weeks prior to each holiday schedule.

SECTION 14 - OVERTIME

A. There shall be nine (9) overtime desired lists with three categories each (pre-tour, post tour, and non-scheduled day) based on needed skills as follows:

1. Tour 1 Main Office 48 Scheme Clerks.
2. Tour 1 Main Office 47-49 Scheme Clerks.
3. Tour 2 Main Office Clerks.
4. Window Section Main Office. (Includes **Admin**, Pool Clerks and SSPC)
5. Beach Center Station.
6. Window Clerks, Ida J. Haxton Station.
7. Distribution Clerks, Ida J. Haxton Station
8. Maintenance Employees.
9. Motor Vehicle Employees

Employees may sign up for any list. However, employees working within the section will have preference for overtime.

SECTIONS 15-17 - LIGHT DUTY

A. Temporary light duty assignments are defined as any available craft work in the ill or injured employee's craft which an employee represented by APWU is physically able to perform. This will be determined through consultation between the employees and Management and will be guided by the examining physician's report.

B. The number of light duty assignments shall be determined by the above.

C. After a permanent light duty assignment has been approved pursuant to Article 13, the duties of the assignment will be determined through consultation between Employee and Management and will be guided by the examining physician's report.

D. The Union will be notified of any permanent re-assignments made under the Rehabilitation Program.

SECTION 19 – PARKING

The Main Office AM tour shall be allowed to park their cars near the building and move their cars when daylight appears. Car pool parking spaces shall be limited. Employees will not park in assigned manager parking spaces.

SECTIONS 21-22 - SENIORITY AND BID POSTING

A. Specific provisions for posting for each craft are contained in the craft posting provisions of the National Agreement.

1. Bids will be posted on Tuesday at 2:00pm and removed ten (10) days later on Friday at 2:00pm. Results will be posted the following Tuesday at 2:00pm.
2. No position will be reposted if the change in starting time is changed one (1) hour or less. All other changes will be submitted to the union and if mutual agreement can be reached between the union, management, and employee, the job will not be reposted. If there is no agreement, then the job will be reposted.

B. Successful bidders shall be assigned to the new position at the earliest possible opportunity, **not to exceed twenty-eight days.**

C. The installation head shall post and furnish a copy of an up-dated seniority list to the union on a quarterly basis. Copies of bid positions and successful bidders will also be provided.

Miscellaneous

LABOR-MANAGEMENT COMMITTEE

A. There will be a Labor-Management meeting scheduled the last week of each quarter at a time and place mutually agreed upon by Management and APWU. The total number of representatives from APWU who may attend these meetings shall be three (3). The employer will compensate one of these representatives as outlined in Article 17, Section 5 of the National Agreement.

B. It is agreed that agenda items for discussion at these meetings shall be exchanged between the parties to this agreement at least seventy-two (72) hours before the scheduled meeting. Items not on the agenda shall be discussed only by mutual consent of the parties. If there is no agenda submitted by either party it is agreed that the meeting will be automatically canceled. Management will keep minutes of Labor-Management meetings between Management and the Union. A copy will be furnished to the Union. Before the minutes of the Labor-Management meeting are posted, both parties will have the opportunity to review and agree to their completeness and accuracy.

BULLETIN BOARDS

To the extent space remains available, Management agrees to furnish one bulletin board for the exclusive use of APWU to be placed in the swing room at the Main Office, Beach Center Station and Haxton Station. APWU may place one literature rack in the swing rooms at the Main Office, Beach Center Station and Haxton Station for as long as space remains available at these locations.

This Memorandum of Understanding is entered on **May 16, 2007**, at the US Post Office, Huntington Beach, California 92647 between the representatives of the United States Postal Service and the designated agent of the Union signatory to the National Agreement (Huntington Beach Installation, American Postal Workers Union, AFL-CIO, Southwest Coastal Area Local) pursuant to the Local Implementation Provisions of the **2006-2010** National Agreement.



For the US Postal Service
Narvella Slack, Postmaster/OIC
Huntington Beach, California



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

**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 impurity 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

**2006-2010
Local Memorandum of Understanding
United States Postal Service
La Habra, California 90631
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 La Habra, California Post Office and the American Postal Workers Union, Southwest Coastal Area Local.

B. The Memorandum 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 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 PERIOD

Installation head shall grant reasonable wash-up time to all employees who perform dirty work or work with toxic materials before lunch and at end of tour.

SECTION 2 – WORK WEEK

The regular work week for the full-time regular employees in this bargaining unit shall be five (5) days with rotating days off. Tour 2 will have fixed days off.

SECTION 3 – GUIDELINES FOR THE CURTAILMENT 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.

The employer will give due considerations 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.

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

Any lost time or type of leave necessary to be given will be charged according to existing regulations or special orders that may be given.

SECTIONS 4-12 – ANNUAL LEAVE

FORMULATION OF LEAVE PROGRAM

A. The vacation leave year shall be from the first Monday in February through the last week of January.

B.

1.If requested, at least 1 (1) clerk on Tour 1 and two (2) clerks on Tour 2 will be granted annual leave during the first week in January through the last week in November. During the month of December, a maximum of one (1) clerk from Tour 1 and one (1) clerk from Tour 2 will be allowed annual leave. One maintenance employee may take one week in December. One maintenance employee may be off during the rest of the choice period.

2. After the initial two rounds of bidding are completed a one slot maximum can be reserved for long term illness, pregnancy, military leave, jury duty, OWCP and LWOP to the maximum of four (4) consecutive weeks per incident, commencing on the first day of absence, providing a slot is open. A continuing absence cannot be carried over into the next postal calendar year.

Annual leave period shall begin on Monday and end on Sunday each week.

D. On the first round of bidding, each employee may select one (1) period of five (5), ten (10), or fifteen (15) consecutive days.

E. A leave chart shall be posted in all units and shall be kept up to date by the employer.

F. Conventions

1. By January first of each convention year, the Union shall notify the Employer of the number of weeks to be reserved for a delegate who will be attending the National and/or State conventions.

2. Vacation periods reserved for delegates to attend conventions shall be within the scheduled leave complements.

G. When the roster for the first choices has been completed, there shall be a second round for the remaining leave employee(s) will take during the leave year.

H. After the initial sign up period is completed, any vacation that is open on the clerk vacation board shall be granted to clerks upon request using PS Form 3971 submitted to immediate supervisor. Management's approval or denial shall be conveyed to the employee on PS Form 3971 within a maximum of seven (7) calendar days of the submittal date but in no case later than Tuesday of the preceding week. Priority for these requests shall be on a first in-first out basis. Seniority will apply on same day submission of PS Form 3971.

I. Incident/occasional leave shall be granted for vacant slots/weeks on the vacation board. The granting of leave will be on a first come, first serve basis (seniority will apply on same day submission of PS Form 3971). Leave must be requested no later than the Monday prior to the vacant week requested. Full weeks will take precedent over day or days selection unless the leave is requested within two (2) weeks of the vacant leave week/slot. Management will respond to all requests within forty-eight (48) hours.

J. It is mutually agreed that if the compliment level falls below twenty (23), the vacation board will revert to three (3) slots, one (1) for tour 1, and two (2) for tour 2 to either tour by seniority. It is also agreed that if the compliment level falls below fifteen (15), the entire vacation allotment will be reviewed. Should the compliment increase, both parties agree to similarly review the annual leave allotment.

BIDDING PROCEDURE

A. The bidding and awarding of annual leave shall be by city-wide seniority.

B. A seniority list, bidding schedule, and vacation board shall be posted by November 15, for the following leave year. Bidding for annual leave shall begin on the first Monday on or after December 1, and shall be completed by January 30. Employees will be allowed a maximum of twenty-four (24) hours to make a choice.

C. Management shall call bargaining unit employees, in seniority order to view the vacation chart which shall show all periods not bid upon. After review, the employee shall fill out the bid PS Form 3971 and his/her name shall be entered on the chart.

D. Employees in the bargaining unit shall submit bids for leave PS Form 3971 provided by the employer, in duplicate with a seniority number in the upper right hand corner.

E. An approval copy of the PS Form 3971 shall be returned to the employee indicating the vacation schedule approved.

F. Bargaining unit employees on approved leave at the time of their vacation selection shall be notified by the employer of the time the employee may submit his selection for leave, providing the employee furnishes sufficient information for the employer to contact him/her expeditiously and with no abnormal expense to the employer.

G. When the schedule has advanced beyond an employee for lack of signing, that employee will be afforded the opportunity to sign at any time he/she later makes his/her wishes known and bids shall be available periods still remaining.

H. Employees on their non-scheduled work day may make their selection by telephone when it is their turn to sign up for vacation. Employee must confirm this selection on PS Form 3971 immediately upon return to duty.

I. Incident/occasional leave shall be granted for vacant slots/weeks on the vacation board. The granting of leave will be on a first come, first serve basis (seniority will apply on same day submission of PS Form 3971). Leave must be requested no later than the Monday prior to the vacant week requested. Full weeks will take precedent over day or days selection unless the leave is requested within two (2) weeks of the vacant leave week/slot. Management will respond to all requests within forty-eight (48) hours.

CANCELLATION PROCEDURES

A. Cancellation of scheduled annual leave shall be submitted in writing to the immediate supervisor at least two (2) weeks in advance of scheduled leave.

B. Members of the bargaining unit receiving notice of dates for jury duty that falls during their chosen vacation periods shall be permitted to cancel scheduled leave within the two (2) week requirement even though notice to serve on jury duty was received after the deadline for cancellation requirements.

C. Employee will compute their accrued leave from the time card prior to going on leave. Where insufficient annual leave is accrued, employees must cancel their bids two (2) weeks prior to the scheduled leave time.

D. The mutual exchange or trading of vacation period(s) shall not be allowed except in an emergency and with the approval of the Union and Employer.

E. Any vacation time surrendered shall be posted for bid. An employee wishing to surrender scheduled annual leave shall notify the scheduling supervisor in writing no later than two (2) weeks preceding the scheduled leave except in an emergency situation. Seniority for surrendered annual leave shall prevail. The decision for awarding such leave shall be made when possible by Wednesday of the following week.

F. In the event that leave is granted beyond the scheduled number originally allowed and a leave period is vacated, it will not be posted for bid.

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

A. Schedule qualified employees to work on a holiday or their designated holiday in the following order.

1. Casual employees, even if overtime is necessary.
2. Part-time flexible employees, even if overtime is necessary.
3. **All full-time and part-time regulars who have volunteered to work on their holiday, selected by seniority on a rotating basis.**
4. **All full-time and part-time regulars who have not volunteered to work on their holiday, selected by reverse seniority on a rotating basis.**
5. **Full time regulars on the OTDL if there is a need for additional full time coverage subsequent to the holiday schedule posting.**
6. **Full time regulars not on the OTDL based on inverse seniority on a rotating basis.**
7. **A record of full time regulars who have worked the holiday will be kept by the supervisor.**

B. Qualified employees are those having the skills needed.

SECTION 14 – OVERTIME

A. The employer shall exercise a concerted effort to schedule overtime on an equitable basis from the "Overtime Desired List".

1. Employees from the overtime desired list within the section where overtime is needed.
2. Volunteers by seniority.
3. Employees not on the overtime desired list selected by inverse seniority.

B. Overtime desired list shall be by section:

1. Distribution.
2. Window.
3. All other areas.

C. Notice of overtime shall be given at least two (2) hours in advance to those people who are present and who may be required to work.

SECTION 16-17 – LIGHT DUTY

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

SECTION 18 – REASSIGNMENTS

When it is proposed to reassign within an installation employees excess to the needs of the section, the section for this installation shall be:

1. Window
2. Distribution
3. Time and Attendance
4. Claims

SECTIONS 21-22 – PRINCIPLES OF SENIORITY AND POSTING

A. Bid notices shall be posted for seven (7) days. Any employee on leave shall be notified of any bids posted, provided he/she requests so in writing.

B. The successful bidder shall be placed in the new assignment within ten (10) working days after receiving the award.

C. Any permanent change in starting time exceeding one (1) hour must be posted for bid.

D. The up-dated seniority roster for each APWU craft shall be provided to the Union during January, April, July, and October.

E. When the employee's seniority roster is posted, the individual's uniform anniversary dates shall be indicated, as applicable.

Miscellaneous Provisions

LABOR-MANAGEMENT COMMITTEE

- A. Labor-Management Committee meetings participated in by the Employer and the union shall not be held in conjunction with other crafts.
- B. Labor-Management Committee meeting shall be conducted on the last Wednesday of each month. The meeting shall convene at 9:30 AM.
- C. An agenda of issues for discussion will be mutually presented, but no later than the Friday immediately preceding the date of the meeting.
- D. Minutes of the meeting shall be prepared by the Employer and a rough draft presented to the Union within two (2) working days following the date of the meeting. The minutes will not be accepted by the Union if there are any deficiencies or if there are any corrections to be made. When the minutes are acceptable, the Union will initial its acceptance of the rough draft. Following this, the Employer shall post typewritten copies on the bulletin board with two (2) copies going to the Union. Such posting shall be no later than on the tenth day following the date of the Labor-Management meeting.
- E. All matters which are resolved with complete agreement by both parties at Labor-Management meetings shall become binding by both parties.

DISCIPLINE PROCEDURE

- A. Employee shall not be reprimanded in the presence of other employees.
- B. Supervisors shall not discuss any employee's performance in the presence of other employees.

MAILING PAY CHECKS

The employer shall send pay checks via official mail to those employees who request such service in writing and who provide a specific address.

SAFETY AND HEALTH

- A. No employee shall operate any equipment and/or machines until he/she has completed a training program and is certified by the instructor. Such training shall include knowledge of current usage thereof any safety precautions pertaining thereto. Each employee so instructed shall certify that he/she has read and understood the operating manuals.
- B. Those daily assignments that require standing or sitting shall be equalized as much as possible.

SCHEMES

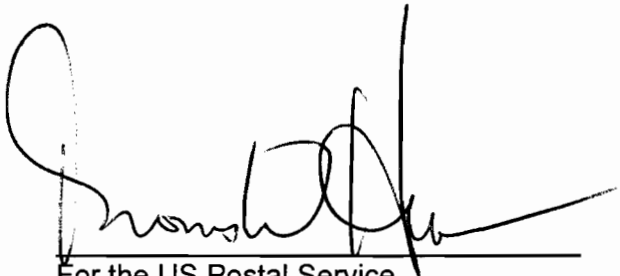
- A. A new and complete scheme will be published whenever two (2) major scheme changes have been made.
- B. An accurate scheme shall be maintained by the supervisor.

TELEPHONE USAGE

A. Employees will be permitted the use of the post office telephones (for local calls only) with the permission of a supervisor.

B. Unlisted telephone numbers shall be accessible to supervisory personnel only.

This Memorandum of Understanding is entered on **May 14, 2007** at La Habra, California, between the representatives of the United States Postal Service and the American Postal Workers Union, AFL-CIO, Southwest Coastal Area Local, La Habra Installation pursuant to the Local Implementation Provision of the **2006-2010** National Agreement.

A handwritten signature in black ink, appearing to read 'Thomas Hanson', written over a horizontal line.

For the US Postal Service
Thomas Hanson, Postmaster
La Habra, California

A handwritten signature in black ink, appearing to read 'Bobby Donelson', written over a horizontal line.

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

2006-2010
Local Memorandum of Understanding
United States Postal Service - La Mirada, California 90638
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 La Mirada, California Post Office and the following Organization: American Postal Workers Union, Southwest Coastal Area Local.

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

The immediate supervisor shall grant reasonable wash-up time for employees who perform dirty work or work with toxic materials. This time shall be a minimum of two (2) minutes before lunch and at the end of each tour.

SECTION 2 - WORK WEEK

The established work week for regular employees in the bargaining unit shall be five (5) days with fixed days off.

SECTION 3 - CURTAILMENT OF OPERATIONS

Curtailment or termination of postal operations to conform to orders of local authorities designated to control general public in emergency situations or a local conditions warrant because of emergency conditions will be conducted to the best safety interest of the employees.

SECTIONS 4-12 - ANNUAL LEAVE

A. Leave applied for during the annual vacation sign-up period shall be granted on a seniority basis, except for the provision in Section "G".

B. There shall be no split selections during the first round of choice period sign-up, except when there is no chance for three weeks in a row.

C. Cancellations should be made at least ten (10) days before scheduled vacation for full weeks with consideration to all other sections of this contract. Employee(s) who are separated or no longer employed at the facility shall have their remaining leave week(s) made available. Available time shall be posted within twenty-four (24) hours by the time clock for five (5) days and a copy sent to the off site DMU. Leave approval shall be by seniority and notification to employee will be within twenty-four (24) hours from the 5th day of posting. If the full week is not bid, then the days will be open for incidental leave (day or days). Selections will be based on seniority on the day requested with a cutoff time of 2:00 pm.

D. Sign-up for annual leave shall begin on the first work day in November.

1. The first round of sign-up shall be for choice period.

2. The second round of sign-up will be for the remaining leave employees will take during the leave year. The entire leave year shall be open for bid during the second round.

E. During the sign-up period, requests for extended annual leave not to exceed the amount of leave earned in one year will be approved or disapproved not later than two (2) weeks after the request is received or the employee's sign-up time, whichever is later.

F. The leave chart shall cover the USPS leave year, excluding the second and third week of December.

G. Any one who wishes to pass his turn for vacation selection may do so and can later slot in his selection for any remaining available periods. Those assigned for sign-up on a given day shall be given priority over those who have passed.

H. Employees will be allowed only two cancellation opportunities during the year, except in cases of extreme emergencies.

I. The choice period shall be from the first Monday in March through the last Monday in September, and the week of Christmas.

J. The vacation period shall begin on Monday.

K. Employees required to absent themselves for the purpose of serving on jury duty or to attend national or state conventions will have such time charged to the choice vacation period. No employee will be required to forfeit a previously scheduled choice vacation period. Leave granted as above shall not be considered as the delegate's choice annual leave bid.

L. The vacation chart shall be posted by the first work day in November and employees shall sign-up by seniority. Off-site bulk mail technicians shall receive written notification of their sign up days. The minimum number of employees who shall be granted leave shall be as follows:

1. During the choice period twelve (12%) by craft and eight percent (8%) during the remaining of the leave year. The vacation chart will be posted on the work floor where the employees can see the chart. All fractions will round to the next whole number.

M. Employees shall be notified in writing of the vacation schedule that has been approved for them. The notice shall be in the form of a PS 3971 filled out by the employee and signed by a supervisor who has filled in the approved dates. The employee shall initial selection (s) on the annual leave chart.

N. If an employee is absent due to illness or annual leave during the date that he is to choose his vacation, the shop steward shall be requested to phone the employee and the employee's selection shall be honored as if he were present. If the shop steward is absent, the supervisor may make the call. If the employee cannot be reached, they will be passed over.

O. Requested leave outside the annual sign-up period for open weeks and applications for incidental leave submitted ten (10) days in advance of the leave week, but no later than the previous Monday, will be approved in accordance with the provisions of Section 4-12 L.1. Full week submissions will take precedence over incidental leave. All selections will be considered by priority of submission on the day requested with a cutoff time of 2:00pm; seniority will be the tiebreaker. Applications for incidental leave submitted prior to the Monday before the open week, may be held in a pending status to allow for full week submissions. Applications for incidental leave outside of this time frame will be approved or disapproved, and the employee notified within twenty-four (24) hours of the proper submission of PS 3971. At the employee's option, a disapproved leave request may be held in a pending status to establish priority of request in the event changing conditions would permit approval.

P. Off-site bulk mail technicians may either phone or fax their annual leave requests on their date(s) of sign-up. The shop steward may annotate the leave board for them.

SECTION 13 - HOLIDAYS

A. The method of selecting/scheduling qualified employees to work on a holiday will occur in the following order:

1. Casual employees, even if overtime is necessary.
2. Part-time flexibles, even if overtime is necessary.
3. Full-time and part-time regulars who have volunteered to work on the holiday, selected by seniority on a rotating basis.
4. Full-time and part-time regulars who have not volunteered to work on a holiday, selected by reverse seniority on a rotating basis from those employees whose regular schedule includes the holiday.

Qualified employees are those who have the skills needed.

SECTION 14 - OVERTIME

A. Overtime Desired List will be posted by the following sections:

1. Maintenance.
2. Window Clerks.
3. Distribution Clerks.
4. Bulk Mail Clerks

B. Management will make an honest effort to distribute overtime as evenly as possible among people on the Overtime Desired List. Management will ensure overtime is offered to OTDL in their principle duty assignment area (section) first, before scheduling or calling in non-principle duty OTDL employees. When during the quarter the need for overtime arises, employees with the necessary skills having listed their names will be selected in order of their seniority on a rotating basis.

C. Supervisors shall give at least one (1) hour notice of overtime, except in unexpected emergency.

SECTION 19 - PARKING

A. Employees may park in any unassigned parking space available.

B. The six (6) parking spaces located at the northwest side of the parking lot will be reserved for employees reporting for work in the early A.M. hours.

C. The use of parking spaces by employees is contingent upon the needs of the US Postal Service.

D. The APWU Chief Steward will have a parking space provided.

SECTION 20 - UNION ACTIVITY

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 charged to the choice vacation plan.

SECTIONS 21-22 - SENIORITY, POSTING AND REASSIGNMENT

A. A seniority list will be posted not less frequently than the tenth day of each calendar quarter.

B. A change in starting time exceeding one (1) hour from the original bid will require that assignment to be posted. If the incumbent has held the position for one (1) year or more and rebids the position with the new starting time he/she will keep the position.

C. Except in emergency and during December, the successful bidder must be placed in the new assignment within fourteen (14) days after the closing date of posting.

D. Notices of posting will remain posted for ten (10) days.

E. A position shall be reposted for bid in the prescribed manner when:

1. A full-time distribution clerk is changed to full-time window clerk, or when a full-time window clerk is changed to a full time distribution clerk.
2. A relief window clerk is changed to a full-time window clerk.
3. An entire scheme is added or taken away from a bid position.

This Memorandum of Understanding is entered on **May 21, 2007** at La Mirada, California, 90638, 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 - La Mirada Installation pursuant to the Local Implementation Provision of the **2006-2010** National Agreement.



For the US Postal Service
Louis Loquet, Postmaster/OIC
La Mirada, California



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

**2006-2010
Local Memorandum of Understanding
United States Postal Service - Laguna Beach, California 92677
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 Laguna Beach, California Post Office (hereinafter referred to as the "Employer") and the American Postal Workers Union, AFL-CIO, Southwest Coastal Area Local (hereinafter called the "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

The employer will continue to provide reasonable wash-up time in relationship to the duties performed, prior to lunch, prior to end of tour and on an as needed basis.

SECTION 2 - WORK WEEK

The regular work week for full-time employees shall be five (5) days, with fixed days off and rotating days off. Bids duty assignments that may become vacant shall remain with fixed days off unless mutually agreed upon by management and the union.

SECTION 3 - GUIDELINES FOR THE CURTAILMENT 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.

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.

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

SECTIONS 4-12 - LOCAL LEAVE PROGRAM

A. Formulation of Local Leave Policy.

1. The amount of employees which can be off by sections shall be ten percent (10%) during the choice vacation period. The amount of employees in each section shall be reduced to no more than ten percent (10%) during the remainder of the year. **If the 10 % does not provide sufficient leave slots to meet the provisions of National Agreement Article 10 Section 3 D provisions the choice leave period slot column will be increased another slot column. For all other situations normal round off procedures apply .49 or lower round down to whole number and .5 or higher round up to next whole number.**

2. The duration of the choice vacation period shall be the first week in May through the first full week in September, including the week before Easter, the Thanksgiving week and the week following December 25.

3. The beginning day of an employee's vacation period shall be Monday.

4. There shall be three (3) cycles of bidding. 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. Notification will be posted by time clock at least 48 hours prior to the employee being required to sign their vacation period for the first cycle, 24 hours for the second cycle and the employee will be allowed one (1) to decide when to notify of the third cycle.

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 ten (10) days.

The second cycle of bidding shall be for the remaining leave the employee will earn during the leave year according to seniority.

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).

After the third (3) cycle is complete 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 PS Form 3971. The installation head will honor all requests for leave during 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.

5. Employee must have annual leave balance to cover the annual leave selection. If, not the annual leave selection choice must be relinquish and posted.

6. Jury duty will not be part of the choice vacation period if the employee notified his/her supervisor two (2) weeks in advance of their due vacation period.

7. Jury duty will not be part of the employees day off. Employee's days off that conflict with jury duty will be allowed a schedule change.

8. By January 1st of each convention year, the Union shall notify the employer of the number of weeks to be reserved (and which weeks) for delegates of the local who will be attending the state and national conventions. The names of the delegates will be furnished to the employer four (4) weeks in advance of the convention. This time will be part of the choice vacation period.

B. The sections for annual leave are as follows:

Laguna Niguel - Distribution Clerks

Laguna Niguel – Window & Support Clerks, includes Bulk Mail, Supply Clerk, SSPC, General Clerk(s), Administrative Clerk(s).

Playa Station and South Laguna – All Clerks, one (1) per week.

Laguna Hills – Distribution Clerks.

Laguna Hills – Window & Support Clerks.

22 Journey – All clerks.

Aliso Viejo – All clerks.

Maintenance – One (1) per week.

C. Following approval of the employee's leave request, the immediate supervisor shall deliver to the employee a duplicate signed PS Form 3971 showing the approved dates.

D. By November 1, notice will be posted on all official bulletin boards of the start of bidding for the new leave year. The vacation leave year shall be for the entire calendar year, (excluding the first three (3) weeks in December). **The leave year will begin the USPS leave.**

E. Vacation time allowed to any employee who changes his/her tour or station (by bid, or by appointment) is not to be considered as relinquished vacation time in the original station or tour, but will follow the clerk to the new station or tour.

F. Canceled leave will be for full weeks only. All canceled leave periods will continue to be posted for three days in designated place. Bids will be open and awarded by seniority, if submitted seven (7) or more days before the start of the leave period.

BIDDING PROCEDURE

A. The bidding and awarding will be based on seniority within each craft.

B. The bidding for annual leave shall begin on the **first** working day of **December** and shall be completed by the last working day of **December**. Bidding time will be on the clock unless an employee is on a non-scheduled day. In that event, the employee will be allowed to submit their bid by telephone.

C. Management and **a designated APWU representative** will furnish a date for each employee to sign up at least two (2) weeks in advance of the scheduled sign up. Employees on leave during the sign up period shall be notified by management of the time that the employee may submit their bid for leave.

D. Management and **a designated APWU representative** shall call in each employee, on a seniority basis, to review the vacation chart. The chart shall show all periods not bid upon. After review, the employee shall complete a bid form PS 3971 and their name shall be entered on the chart by bid weeks. Employees bidding by telephone shall complete a PS Form 3971 upon their return to work.

E. All bids for vacation shall be submitted on PS Form 3971, in duplicate and returned to the employee indicating the vacation schedule **is** approved for them.

F. Daily occasional leave (less than fourteen (14) days prior to leave requested) remaining open will be granted on a first come, first served basis. 3971's shall be returned within two (2) working days.

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

According to the needs of the Service, employees shall be selected to work on a Holiday or day designated as a Holiday in the following order.

A. All volunteers from the regular work force **who sign up on the holiday sign up sheet** who have the necessary skills **by seniority**, including those whose holiday it is as well as those not scheduled.

B. Casuals with the necessary skills even if payment of overtime is required.

C. Employees in the regular work force with the necessary skills who have not volunteered, by inverse seniority in the following order.

1. Scheduled day off.
2. Scheduled Holiday & Designated Holiday.

SECTION 14 - OVERTIME

A. An overtime desired list shall be posted in each **Laguna Beach Facility**.

1. Laguna Niguel – Window & Support Clerks
2. Laguna Niguel - Distribution Clerks
3. Playa Station
4. South Laguna Station
5. Laguna Hills – Window & Support Clerks
6. Laguna Hills - Distribution Clerks
7. 22 Journey – **Distribution Clerks**
8. Alisio Viejo – **Distribution Clerks**
9. Maintenance - **Custodians**

B. Procedures for soliciting employees to work overtime.

1. One (1) hours notice prior to the end of their tour will be given to clerical employees when overtime is assigned that day.
2. Twenty-four (24) hours notice, except during the month of December, will be given to employees prior to canceling their day off.

SECTIONS 15-17 - LIGHT DUTY ASSIGNMENTS

A. Light duty assignments are defined as any available work which the employee is physically able to perform as determined by a doctor.

B. When two (2) or more employees request light duty, determination shall be:

1. Light duty equally distributed if sufficient work is available.
2. If sufficient work is not available to require more than one (1) hour light duty, work available shall be assigned by seniority.
3. If insufficient work is available at the particular office where the employee is assigned, every effort shall be made by the supervisor to call each station in the Laguna Beach installation to inquire if there is any available light duty work for the employee.

C. The president or his designee shall be advised in writing of the light duty assignment.

SECTION 18 - EXCESSING WITHIN THE INSTALLATION

A. Each separate building facility of the Laguna Beach Post Office shall be considered the sections to be used for reassignments within this installation of employees excess to the needs of a section.

B. Any positions so declared excess within that section and/or tour must be furnished to the Union in writing no later than fourteen (14) days prior to the decision to excess.

SECTION 19 - PARKING

Cooperative efforts shall be made to assign parking spaces for all employees.

SECTIONS 21-22 - SENIORITY AND POSTING

A. Seniority.

1. A bid box will be available for all employees at each facility of the installation.
2. The Postmaster or his designee shall open the bids at the proper time, determine the successful bidder by seniority and post the results on official bulletin boards.
3. A bid can be withdrawn at any time before the bids are to be opened.
4. Bid notices shall remain posted Tuesday at noon, removed the following Tuesday at noon with results posted the following Friday.
5. The successful bidder shall be placed on his new assignment within fourteen (14) days but can be extended to twenty-one (21) if both management and union agree, except in the month of December.
6. The installation head shall post and furnish two copies of an updated seniority list to the local union on a quarterly basis for all APWU crafts.

B. Posting.

1. A bid shall be reposted if the starting time is changed more than one (1) hour.
2. **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 Employee, the job will not be reposted. If there is no agreement, then the job will be reposted. This does not apply to change of scheduled days off.**
3. The union may be present at any bid position opening.
4. All awarded bids shall carry the number of successful bids the incumbent has won.

This Memorandum of Understanding is entered on **May 30, 2007**, at Laguna Beach, California between the representatives of the United States Postal Service, Laguna Beach Post Office and the American Postal Workers Union, AFL-CIO, Southwest Coastal Area Local pursuant to the Local Implementation Provisions of the **2006-2010** National Agreement.



For the US Postal Service
Nicholas A. Godinez
Postmaster/OIC
Laguna Beach, California



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

**2006-2010
LOCAL MEMORANDUM OF UNDERSTANDING
UNITED STATES POSTAL SERVICE - LOS ALAMITOS CA 90720-9998
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 Los Alamitos, CA Post Office and the American Postal Workers Union, AFL-CIO, Southwest Coastal Area Local.
- B. This 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. This 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 – ADDITIONAL WASH-UP PERIODS

When an employee is assigned to perform "dirty" work or work with toxic materials, the employee will be allowed reasonable wash up time.

SECTION 2 – HOURS OF WORK

The established work week for regular employees in the bargaining unit shall be five (5) days with either fixed or rotating days off. Fixed days off will be consecutive, as far as practicable. Rotating days off are defined as being one fixed day off and the other one rotating through seven days.

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

Curtailment or termination of postal operations will conform to orders of local authorities designated to control the general public in emergency situations or as local conditions warrant. The installation head will give every consideration toward the protection and safety of personnel.

SECTION 4 – 12 - LEAVE

- A. The vacation leave chart shall be posted by January 1. Sign-ups for annual leave shall begin January 2 and shall be completed by January 31 and will be by seniority.
- B. Leave sections shall be:
 - 1. Window Section – All clerks with current, active window responsibilities.
 - 2. All Other Areas – All clerks without current, active window responsibilities.
- C. The choice vacation period shall be from February 1 through January 31, except for the three (3) weeks before Christmas.
- D. If requested, at least 15 percent (15%) of the clerks (full-time and part-time) in the installation shall be granted annual leave each week during the choice period.

- E. During the first round of sign-ups, an employee may make two (2) selections, in units of either five (5) or ten (10) days, the total not to exceed the ten (10) or fifteen (15) days in Article 10, Section 3, D, 3 of the National Agreement.
- F. During the second round of sign-ups, an employee may select the remaining leave to be taken during the leave year.
- G. The employee's vacation period shall begin on Monday and end on Saturday.
- H. The mutual exchange or trading of vacation periods shall not be allowed.
- I. The Union shall notify the Employer by January 1 of the dates of the National and State Conventions. These weeks shall be reserved for the employee(s) that will represent the Union at the conventions and shall be charged to the choice period. This leave will not be considered the employee's first or second choice.
- J. Employees required to be absent for the purpose of jury duty or military duty shall not have such time charged to the choice period nor shall the employee be required to forfeit a previously scheduled choice vacation period.
- K. Employees shall be notified in writing of the vacation schedule that has been approved. This notice shall be in the form of a duplicate Form 3971, which shall show the dates of the approved leave and the signature of the supervisor.
- L. Once the regular sign-up has been concluded, any weeks still open shall be approved on a first come, first served basis, providing that the employees make their request for such weeks at least one (1) week prior to the start of the vacation week. However, if two (2) or more applications requesting the same week(s) of vacation are submitted on the same day, preference will be given the senior person.
- M. Requested leave in units of less than a full week (occasional leave) shall be submitted during the ten (10) calendar day period ending at 3:00 P.M. Monday prior to the service week in which the annual leave is desired. Seniority will determine approval of requests received on the same day. All requests are subject to the fifteen percent (15%) maximum.
- N. In the event previously approved leave periods are canceled it must be in writing at least two (2) weeks prior to the starting date of the scheduled leave. Canceled leave will be in units of full weeks only. All canceled leave will be posted by 11:00 A.M. on Monday, and remain posted until 11:00 A.M. Wednesday. Preference will be given to the senior employee if two (2) or more applications are received on the same day. Full-week bids will have preference over single day(s) bids. Failure to cancel by the deadline will cause the employee to take the annual leave as scheduled, only if the leave board is full.

SECTION 13 – HOLIDAYS / DESIGNATED HOLIDAYS

- A. Assign all Casuals, even if overtime is necessary.
- B. All part-time flexible employees shall be assigned to the maximum extent, even if the payment of overtime required.
- C. Full-time employees volunteering to work shall be given first preference by seniority, after the provision of item "A" above are met.
- D. If the provisions of items "A" and "B" do not produce sufficient employees to meet service needs, part-time fixed schedule employees shall be utilized on a voluntary basis by seniority.

- E. In the event the provisions of "A", "B", and "C" do not produce sufficient employees to meet service needs, part-time fixed schedule employees shall be assigned by juniority.
- F. In the event the provision stated above do not produce sufficient employees to meet service needs on a holiday, full-time employees shall be assigned by juniority.
- G. In the event an employee has approved full week annual leave prior to, and/or following and/or day designated as a holiday, he/she will not be required to work their non-scheduled day or day designated as their holiday.

SECTION 14 – OVERTIME DESIRED LIST

The Overtime Desired List will be established by section.

- A. Window Section.
- B. All other areas.

SECTION 15 – 17 - LIGHT DUTY

- A. Light duty assignments are established as follows:
 - 1. Employees requesting light duty in the clerk craft shall be allowed to work their regular hours of duty on distribution or other duties as they are physically able to perform.
 - 2. Maintenance craft employees requesting light duty shall be allowed to work their regular hours of duty on their assigned positions, consistent with their physical capabilities.
- B. No light duty assignment shall displace a full-time or part-time employee.

SECTION 19 - PARKING

Except for those parking spaces designated for postal management, government vehicles, and SCAQMD regulations, available parking spaces will be on the first come, first served basis. Any changes in parking, the union will be notified for input prior to implementation.

SECTIONS 21 – 22 - SENIORITY AND POSTING

- A. Notices inviting bids for new or vacant tours shall be posted for a period of seven (7) calendar days. Successful bidder must be placed in the new assignment within twenty-one (21) calendar days. Management will notify the organization if vacant position is not to be posted within ten (10) calendar days of vacancy.
- B. In all assignments and matters concerning the rights of employees, the spirit and intent of seniority shall prevail.
- C. The employer will furnish the union with an updated seniority list or changes in bids or jobs on a quarterly basis.
- D. Any changes of the bids must be discussed with the union, unless it is one (1) hour or less change in starting or ending time before it is posted.
- E. The "Other Duties as May be Assigned" will be done after the primary duty is done, except in an emergency, as determined by management.

- F. Advance information of one (1) week to local on any permanent or temporary changes of two (2) weeks or more in the work week of full time, regular scheduled employees for individual assignments.

MISCELLANEOUS

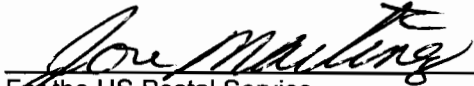
LABOR-MANAGEMENT MEETINGS

- A. Labor-Management meetings shall be scheduled to be held once a quarter, January, April, July and October and will be held on the clock. Meetings will be held on the third Wednesday of the month at 9:00 A.M. in the Postmaster's office. Time and date may be changed by mutual consent.
- B. Items of agenda will be submitted at least forty-eight (48) hours prior to the meeting.
- C. Old business shall be called for at the opening of each meeting and must be submitted as the first item of business on agenda by party who desired discussion.
- D. The minutes of these meetings will be furnished to the organization for review within five (5) days after the Labor-Management meeting. The minutes shall cover exclusively the agenda items in the discussion only.
- E. The scheduled Labor-Management meeting does not preclude representatives of the exclusive organization from meeting with management for purpose of discussing current projects, new programs, mail operations and processing activities and such other programs as effect the clerk craft.

SAFETY AND HEALTH

A Safety and Health Committee shall be established in accordance with Article 14, Section 4 of the National Agreement. This committee shall meet on the third Tuesday of each quarter, January, April, July and October in the Postmaster's office at 9:00 A.M. This time and date may be changed by mutual agreement. The union will assign a member to this committee.

This Memorandum Of Understanding is entered on **May 1, 2006**, at Los Alamitos, California, between the representatives of the United States Postal Service and the designated agent of the Union signatory to the National Agreement, the American Postal Workers Union, AFL-CIO, Southwest Coastal Area Local, pursuant to the Local Implementation Provision of the **2006 – 2010** National Agreement. This Memoranda Of Understanding constitutes the mutual agreement on matters relating to local conditions of employment, but does not preclude further negotiations on items subsequently agreed to on the National level provided they are negotiable locally.


For the US Postal Service
Jose G. Martinez, Postmaster
Los Alamitos CA 90720


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

2006-2010
Local Memorandum of Understanding
United States Postal Service
Montebello, California 90640
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 Management of Montebello, California, Post Office (hereinafter referred to as the "Employer") and the American Postal Workers Union, AFL-CIO, Southwest Coastal Area Local, Montebello Installation (hereinafter called the "Union"), on personnel policies and practices and working conditions.

B. The Memorandum of Understanding covers all crafts 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 Memorandum of Understanding has no force and effect with respect to employees in craft units not represented by the union part of this Agreement.

SECTION 1- WASH UP TIME

The employer shall grant a two (2) minute wash up time before lunch. Employees who perform dirty work or work with toxic material shall be granted two (2) additional minutes wash up time at end of tour; this needs to be determined by the supervisor.

SECTION 2 - WORK WEEK

The established work week for regular employees in the bargaining unit shall be five (5) days with fixed days off.

SECTION 3 - GUIDELINES FOR THE CURTAILMENT 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 as determined by the employer.

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.

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

Any lost time or type of leave necessary to be determined by USPS will be charged according to existing postal regulations or special orders that may be given by the USPS.

SECTIONS 4-12 - LEAVE

A. Formulation of Leave Program.

1. Leave applied for during the annual leave sign up will be granted on a seniority basis.
2. It is understood by both parties that when an employee wishes to cancel annual leave signed for, that such cancellations must be made at least one (1) week in advance of the starting date for such annual leave and that management will then post the vacancy for bid for a period of five (5) days provided the

maximum number of employees are off at this time. When an annual leave period is canceled, this period shall not be posted for bid if the maximum number of clerks are off due to extended sick leave, convention leave or jury duty.

3. Bidding for annual leave shall begin November 1 and shall end November 30, by seniority.

a. The first round of bidding shall be for choice period.

b. The second round of bidding shall be for the remaining leave employee will take during the leave year.

c. After the second round of bidding, vacant leave will be available and approved on a first come, first served basis. When more than one employee request is made on the same day, the annual leave will be awarded by seniority.

4. There will be a twenty-four (24) hour time limit in which the appropriate senior employee must make a selection or be passed over.

a. When the bidding has advanced beyond an employee for lack of signing, the employee will be afforded an opportunity to sign at any time that he later makes his wishes known. Bids shall be for available periods still remaining.

5. The vacation chart shall be posted by February 1 and employees shall sign up by seniority.

B. Choice Period.

The choice period shall be the Postal leave year.

C. Beginning Day.

The employee(s) vacation period shall begin on Monday and end on Sunday.

D. Selection.

In the first cycle of bidding, no employee shall be granted leave during the choice period in excess of the amount indicated below.

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 ten (10) days.

E. Jury Duty and National and State Conventions.

Employees required to absent themselves for the purpose of jury duty or to attend national or California state conventions shall be included in the maximum number of employees allowed off during the vacation period.

F. Maximum Number Off.

The maximum number of employees who shall be granted scheduled leave during the choice vacation period shall be as follows:

1. Distribution Clerks, including all part-time flexibles = (2).

2. Window Clerks/Office Personnel = (1).

For the fifteen (15) days prior to Christmas, there will be five percent (5%) off.

G. Notification.

Employees shall be notified in writing of the vacation schedule that has been approved or disapproved. The notice shall be in the form of PS 3971 filled out by the employee and signed by the supervisor. The supervisor shall post the period to the leave chart.

H. Determination of New Leave Year.

The employer shall, no later than November 1, post on the official bulletin board the beginning date of the new leave year which shall begin with the first day of the first full pay period of the calendar year.

I. Other Than Choice Period.

Requested annual leave outside the annual sign-up period shall be approved or disapproved, and the employee notified no later than three (3) days prior to requested leave time provided application is submitted five (5) working days prior to date of leave. The leave requests under this provision will be on a first come, first served basis.

SECTION 13 - HOLIDAYS

The method of selecting employees to work on a holiday or day designated as a holiday is as follows:

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 or day designated as their holiday shall be made on the basis of seniority from amongst those who volunteer.
4. Full-time and part-time regulars who have not volunteered to work on the holiday and whose holiday it is. Such employee shall be selected on a juniority basis.
5. Full-time and part-time regulars who have not volunteered to work on the holiday and whose holiday it is not. Such employee shall be selected on a juniority basis.

SECTION 14 - OVERTIME

- A.** The overtime desired list for clerk craft shall be by installation.
- B.** The overtime desired list for maintenance craft shall be by installation.

SECTIONS 15-17 - LIGHT DUTY ASSIGNMENTS

- A.** Light duty assignments are defined as any available work which the employee is physically able to perform as determined by a licensed doctor or licensed chiropractor provided the employee has the skill.
- B.** The number of light duty assignments shall be determined by above.
- C.** When two (2) or more employees request light duty, determination shall be:
1. Light duty equally distributed if sufficient work is available.
 2. If sufficient work is not available to require more than one (1) hour light duty, work available shall be assigned.

SECTION 19 - PARKING

The local union must be contacted for input prior to any changes in the current parking program.

SECTIONS 21-22 - SENIORITY AND POSTING

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

1. Addition or deletion of a scheme.
2. Addition or deletion of window duties.
3. Reporting time is changed more than one (1) hour.

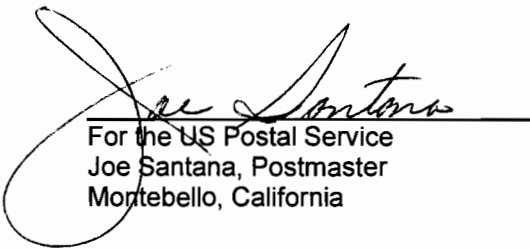
B. A copy of positions going up for bid will be given to the Union.

C. The senior qualified bidder to be placed in the bid assignment within seven (7) days unless an emergency condition exists. This emergency condition will be discussed with the Union.

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

E. The Union will be sent a copy of the roster for each craft it represents after each updating.

This Memorandum of Understanding is entered on **May 1, 2007** at Montebello, California 90640, 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, Montebello Installation pursuant to the Local Implementation provision of the **2006-2010** National Agreement.



For the US Postal Service
Joe Santana, Postmaster
Montebello, California



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

2006-2010
Local Memorandum of Understanding
United States Postal Service - Newport Beach, California 92660
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 is entered into to supplement the national negotiated Agreements represents and constitutes an Agreement between the Newport Beach, California Post Office and the American Postal Workers Union, AFL-CIO, Southwest Coastal Area Local.

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 shall not be denied reasonable wash-up time.

SECTION 2—WORK WEEK

The regular workweek for full-time employees shall be five (5) days, with fixed days off, except that a voluntary pool of distribution positions may be implemented with rotating days off. Any such changes in the workweek shall be negotiated through signed labor-management agreement only.

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."

D. Any lost time or type of leave necessary to be given will be charged according to existing regulations or special orders that may be given.

SECTIONS 4-12—LOCAL LEAVE PROGRAM

A. Scheduled Annual Leave

1. The selection of annual leave shall be made by seniority on an installation-wide basis. This selection shall be made as follows.
 - 1) Full-time and part-time flexible employees, as defined in Article 7 of the National Agreement.
 - 2) Part-time regular employees as defined in Article 7 of the National Agreement.

B. The maximum number of employees allowed off shall be twelve (12) percent all year with the following exceptions. In applying the twelve (12) percent requirement, any fraction of .50 or more will mean one additional employee. Any fraction less than .50 will be discarded.

1. Nine percent (9%) ten holiday weeks.

2. Nine percent (9%) week preceding Easter.
3. Nine percent (9%) preceding tax day (April 15) week.
4. The week between December 25—January 1 shall be twelve (12) percent.

C. There shall be four (4) leave sections. These will each have their own vacation board. The four are as follows:

1. Maintenance.
2. Bay Station Clerks
3. Window clerks and window relief clerks, including window qualified PTF'S.
4. All others.

D. Employees will be allowed three (3) rounds of bidding for vacation. First round will be limited to a maximum of three (3) weeks for employees earning twenty (20) or more days per year, and two (2) weeks for employees earning less than twenty (20) or more days per year. Employees will be allowed to make two (2) choices in order to obtain the maximum stated above. The second round will be open for the remaining of earned leave and the third round will be opened for all accrued leave. Any increase in complement will provide additional vacation spaces. Conversely, any decrease in complement will decrease the number of vacation spaces available to bid, and shall be determined each year by signatory parties on December 1.

Quarterly reviews of the vacation calendar shall be made by the parties to analyze the impact of automation that may constitute changes. Such changes shall be mutually agreed upon in writing. Intent of this is to evaluate vacation slots available; no previous awarded annual leave will be canceled due to this evaluation.

E. The selection of annual leave shall be made by seniority.

F. No employee shall retain more vacation period than they have accrued leave, and leave earned during the calendar year to cover. Vacation period signed for with insufficient leave to cover shall be reposted for bid.

G. Annual leave shall begin on Monday.

H. The Annual Leave Chart, with detailed instructions and a roster of employees, including dates of request for annual leave shall be posted on the official bulletin boards on December 1. The Annual Leave Chart shall denote all holidays.

I. The date to begin submission and awarding annual leave will be on December 10th, and continue through December.

J. Leave requests will be made on PS Form 3971 in duplicate. The original and duplicate to be appropriately filled out; the original to be retained by management and the duplicate returned to the employee. Any employee not signing for leave on his scheduled date may choose at any later time from available program.

K. Jury duty shall not be charged to the annual leave program.

L. National or State Conventions shall be charged to the leave program provided no more than two (2) delegates request convention leave.

M. In the event that annual leave is granted beyond the scheduled number originally allowed and a leave period is vacated, it will not be posted for bid.

N. It is understood by both parties that when an employee wishes to cancel annual leave signed for, that such cancellation must be at least two (2) weeks in advance of the starting date for such annual leave, except in emergency situations. The cancelled leave shall be posted on Thursday until the following Monday at the close of business, and awarded by installation wide seniority

O. There shall be no exchange of annual leave.

- P. Requested vacant full weeks of annual leave outside the initial bidding procedure shall be approved. Requests for incidental annual leave will be submitted on PS Form 3971 no earlier than sixty (60) days in advance and no later than the Monday prior to the service week in which the annual leave is desired and shall be approved. Leave will be awarded on a first come, first served basis. If more than one request for leave is submitted on the same day, leave will be awarded based on installation seniority.
- Q. Any employee who had bid on a new position and is pending qualifications shall, for vacation purposes, select vacation in the section to which permanently assigned at the time of bidding. Such employees shall take their vacation choices with them to the new section after qualification.
- R. The annual leave year shall begin with the first full pay period in January and continue to the end of the leave year.
- S. All annual leave requests on PS Form 3971 should be signed and dated by a supervisor prior to submission. Those not signed by a supervisor as being notified shall be assumed to be received as the following Tuesday by the scheduling supervisor.
- T. Days off and holidays at the end of vacations shall be considered part of the employee's vacation and he/she shall be excluded from holiday and overtime scheduling provisions of this agreement unless otherwise stipulated in writing by the employee.

SECTION 13—THE METHOD OF SELECTING EMPLOYEES TO WORK ON A HOLIDAY OR DAY DESIGNATED AS A HOLIDAY

Employees shall be selected to work on a holiday or day designated as a holiday in the following order:

1. Casuals, part-time flexibles, and then volunteers working their designated holiday by seniority, and the volunteers (non-scheduled) by seniority, and additional full-time or part-time regular employees with the needed skills assigned by office juniority.
2. Notice-requesting volunteers shall be posted for employees to volunteer to work their holiday or designated holiday or non-scheduled day. This notice shall be posted in all stations at least one (1) week prior to the posting of holiday schedule and shall indicate available reporting times.

SECTION 14—OVERTIME DESIRED LIST

A. There shall be one master chart of "Overtime Desired List" with columns for signing up availability within respected stations and crafts. Any addition to the Overtime Desired List must be mutually agreed between the Installation head and the APWU Chief Steward.

Sections are defined as follows:

1. Each station and craft comprises a section.
- B. If the voluntary Overtime Desired List does not provide sufficient qualified people, employees may volunteer for overtime in other stations provided they have the necessary skills. This provision will not count toward overtime equalization.
 - C. Employees will be given at least one (1) hour notice for any overtime. If the one (1) hour notice cannot be met, the supervisor will inform the union steward as to why the one (1) hour notice cannot be met.
 - D. With supervisor's permission, employees on overtime may be allowed use of the telephone to notify their families that they will be working late.
 - E. A chart listing the overtime hours worked and opportunities offered to each employee shall be posted and updated quarterly. A copy of the list shall be furnished to the union chief steward.

SECTIONS 15-17—LIGHT DUTY ASSIGNMENTS

- A.** Both parties to this Memorandum of Understanding realize that it is impossible to select specific types of light duty for every illness or injury. Therefore, each written request for light duty assignments will be evaluated in light of the nature of the illness or injury and available assignments.
- B.** In the administration of light duty, the following provisions will apply:
1. No light duty assignments will be established on a "make work" basis.
 2. Employees requesting light duty assignments must be qualified to perform the duties of the assignment.
 3. Every effort will be made to give an employee eight (8) hours work where possible.
 4. Examples of, but not limited to the following possible light duty assignments are:
 - a. Mail sorting.
 - b. Mail list corrections.
 - c. Zip Code list corrections.
 - d. Typing (when qualified).
 - e. Other office work (when qualified).
 - f. Normal clerk duties for which the ill or injured employee may be able to perform.
- C.** The President or his designee shall be advised, in writing, of the light duty assignments.
- D.** Employees reinstated under the Rehabilitation Program shall have their assignments reviewed by the Union.

SECTIONS 21-22—SENIORITY AND POSTING

- A. Seniority**
1. Bids are to be placed in the bid box in any station. Bid numbers must be identified on the bid card.
 2. A designated supervisor and union official shall open the bids at the proper time; determine the successful bidder by seniority and the personnel office will post the results on official bulleting boards.
 3. A bid can be withdrawn at any time before the bids are to be opened by following the procedure in Paragraph 1, by requesting the withdrawal on another card. Such withdrawal, to be official, shall be back-stamped, as per Article 37 of the National Agreement.
 4. Bid notices shall remain posted for seven (7) days.
 5. The successful bidder shall be placed on his new assignment within fourteen (14) days.
 6. Normally, the successful bidder shall work the duty assignment as posted and shall not be displaced by a junior employee. Article 37, Section 3F, 11, shall be interpreted as follows:

When it becomes necessary to move full-time regular (and part-time regular) employees from their bid assignment on a temporary basis, where the supervisor has a choice, whenever practicable, seniority shall be borne in mind for such assignment, giving priority consideration to employee to remain on their bid assignment.
 7. The installation head shall post and furnish two copies of an updated seniority list to the local union on a quarterly basis for all APWU crafts.
- B. Posting**
1. A bid shall be reposted if the starting time is changed more than one (1) hour.
 2. A bid shall be reposted if scheme knowledge or fixed (or flexible) credits are added or deleted.
 3. A bid shall be reposted when a change in duty station occurs.
 4. Any bid position, the duties of which are changed less than fifty percent (50%) and does not need to be otherwise posted, the incumbent shall have the option to accept the position as changed or have the bid position reposted.
 5. A bid shall be reposted if typing or computer testing are added or deleted.

6. When changes in a position require that the position be reposted, the incumbent shall have retention rights if he/she has held that position for a minimum of three (3) years, and meets all qualifications for the position as reposted.
7. All awarded bids shall carry the number of successful bids the incumbent has won.

Miscellaneous

LABOR-MANAGEMENT

- A. The number of representatives of each party to this Agreement who may participate in the monthly Labor-Management meeting shall be limited to four (4). Other members will be permitted to observe.
- B. Any understanding agreed upon at monthly Labor-Management meeting shall be recorded in the minutes of the meetings.
- C. Agendas shall be exchanged at least one (1) full working day before the meeting. Items not reached for discussion shall be first on the agenda of the next meeting.
- D. Labor-Management meetings shall be held on the second Thursday of each month at 9 AM in the postmaster's office. Any change of site or time, to be mutually agreed upon prior to the meeting. These meetings will adjourn by mutual consent.
- E. The minutes shall be submitted in writing within five (5) days for review and approval by the organization's principal officer or his designee for distribution to interested parties (17).

SAFETY AND HEALTH

- A. A joint Labor-Management Safety and Health committee shall be established as provided in Article 14, Section 4, of the National Agreement. A member shall be designated by each union represented at the Newport Beach Post Office.
- B. The installation head shall designate an equal number from management to serve as committee members. The employer will designate the chairman of the committee.
- C. This committee shall meet at a designated place at least quarterly and such other times as designated by the chairman. These meetings shall be on official time. These meetings may be canceled by mutual consent.
- D. Each committee member shall submit agenda items to the secretary three (3) days prior to the meeting. The permanent secretary to this committee shall be the Safety Officer.
- E. Written minutes of meetings shall be kept and posted on all Safety Bulletin Boards.

SCHEMES

- A. The Union and Employer are agreed that a Scheme Committee shall be formed, comprised of two (2) members of each for the parties.
- B. The Committee shall meet on a bi-monthly basis. Minutes shall be kept of each meeting and a copy shall be furnished the Union.
- C. The Schemes Committee shall make recommendations to the installation head and he shall in turn indicate, in writing, the disposition of recommendations of the Scheme Committee, in a timely manner, and a copy of the disposition shall be furnished the Union.
- D. Before terminating an employee for scheme failure, he should be given a minimum of fourteen (14) days before such termination.

COMMUNICATIONS

- A. Officers of this APWU Local Union organization shall be allowed access to the telephone for the conduct of necessary grievance activity.
- B. The employer shall furnish a bulletin board at each unit for the exclusive use of the APWU Local at the Newport Beach, California Post Office. The bulletin board at the main office shall be glass enclosed with two (2) keys furnished the President of the Union and his designee. This bulletin board shall be placed in the swing room. Bulletin boards of a suitable size and nature shall be placed in other units (3'x2'x29').
- C. A copy of any form of communication relating to employees posted on the main office and classified station bulletin boards shall be supplied the APWU Local of Newport Beach.

This Memorandum of Understanding is entered into at Newport Beach, California 92658-9998, May 1, 2006 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, Newport Beach, California, installation pursuant to the Local Implementation Provision of the 2006-2010 National Agreement.



For the Postal Service
Cipriano Corona, Postmaster
Newport Beach, California



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

**2006-2010
Local Memorandum of Understanding
United States Postal Service - Norwalk, California 90650
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 Management of the Norwalk, California Post Office (hereinafter referred to as the "Employer") and the American Postal Workers Union, AFL-CIO, Southwest Coastal Area Local, Norwalk Installation (hereinafter referred to as the "Union"), on personnel policies and practices and working conditions.

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 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 3 - GUIDELINES FOR THE CURTAILMENT OR TERMINATION OF POSTAL OPERATIONS

A. Upon notice from 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 street duties, as appropriate.

B. Local competent authority is defined as local officials responsible for community safety, such as, but not limited to, Police Chief, Fire Chief and the Director of Civil Defense.

C. Bomb Incident Evacuation Procedures.

1. The policy of the US Postal Service must be, and is, one of total concern for the safety and lives of those in the building threatened. The safest general procedure would be the evacuation of all or relevant parts of the building.

a. Despite this generality, an option not to evacuate may be made when sound, local judgment and experience reflect there is no real threat. When evacuation is necessary, the Fire Drill technique will be used. When evacuated, the building will not be re-occupied until a search has been completed. Re-entry by Postal employees will not be allowed until the suspected item has been removed or otherwise declared safe by the Bomb Disposal Unit.

b. Evacuation routes will be contingent on the placement of the suspected item. Supervision will control the evacuation and assure compliance with the evacuation plan.

SECTIONS 4-12 - LEAVE

A. The choice vacation period for the employee crafts covered by this agreement shall be from the start of the first (1st) full work week in May through the end of the second (2nd) full work week in September.

B. Choice period selections: an employee in his/her first sign up shall be permitted to select one (1) choice in the choice vacation period. These weeks must be consecutive. The total time not to exceed the limits in Article 10 of the National Agreement. After all employees have been given an opportunity to select in the choice period, a second round of bidding shall be allowed. During the second round of bidding employees shall be allowed to sign up for the remaining leave that the employee will earn during the leave year and may or may not be consecutive.

C. The maximum number of employees allowed on vacation at one time during the choice period will be:

1. Clerk Craft.

- a. Distribution section-Eighteen percent (18%).
- b. Support and Special Delivery Craft-One (1).
- c. Window Section-One (1).

2. Maintenance Craft-One (1).

3. At all other times outside the choice period, excluding December, there shall be a maximum of eight percent (8%) of the employees in the Clerk Craft on vacation, regardless of duty section. Exception shall be: there shall be allowed a maximum of ten percent (10%) off during the week prior to Easter, the week of Thanksgiving, and the week including January 1, regardless of section.

4. Calendar years when Christmas, December 25th falls on Saturday, Sunday or Monday the week following Christmas, December 25th will be posted for bid as a time outside the Choice period with a maximum of eight percent (8%) in Clerk Craft on vacation regardless of the duty section.

D. Each employee shall be given a copy of the PS Form 3971 indicating the vacation period reserved for him

E. Annual leave applied for outside the choice vacation period will be granted on a first come, first served basis. Seniority will determine approval of applications submitted on the same day. Nothing in this section shall prevent an employee from making a first vacation choice outside the choice vacation period.

F. Requests for annual leave that are made before or after the annual sign-up period, for which the starting date falls within the same service week as the date of application, shall be expedited to insure an answer as quickly as possible, but in no case later than forty-eight (48) hours after submission of PS Form 3971. Requests for annual leave with a starting date outside the service week of application shall be answered as soon as possible but no later than three (3) days after submission of PS Form 3971.

G. No leave application for time outside the choice vacation period during any calendar year will be approved before November 1 of the preceding calendar year.

H. Notices of vacation cancellations must be given ten (10) days in advance of starting date. Vacation cancellations will be posted above the time clock for a three (3) day period. Posting will state clerk section allowed to bid (i.e. Window, Distribution, etc.). Bid will be awarded at close of posting. Bid to be awarded on seniority only.

SECTION 14 - OVERTIME

The overtime desired list required by Article 8 of the National Agreement shall be installation wide, based wholly on the needed skills, without regard to section or tour.

SECTIONS 15-17 - LIGHT DUTY ASSIGNMENTS

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.

B. The number of light duty assignments shall be determined by the above.

C. Permanent light duty assignments within the installation shall be negotiated between the parties as the need arises for such an assignment.

D. Employees must meet job requirements, schedules and standards on any position of assignment while on light duty.

SECTIONS 21-22 - SENIORITY AND POSTING

A. A seniority roster, covering each craft within the jurisdiction of the Union, will be furnished the Union each January, April, July and October.

B. When there is a major change in any craft position under the jurisdiction of the American Postal Workers Union, (AFL-CIO), except when the position is being adapted to light duty, the position will be posted for bid.

C. Notices of invitations to bid for all crafts under the jurisdiction of the American Postal Workers Union, (AFL-CIO), will remain posted for at least five (5) and not more than seven (7) calendar days.

Miscellaneous

LABOR-MANAGEMENT COMMITTEE

A. Labor-Management meetings will be held once each quarter, or more often if mutually agreed to by the parties in this memorandum. Representatives shall be limited to three (3) members from each party. Only one (1) Union member may attend on official time. Other Union members will be permitted to attend as observers only.

B. Any understanding reached at Labor-Management meetings shall be recorded in the minutes of that meeting.

C. The minutes of Labor-Management meetings shall be submitted within ten (10) days for review and approval by the Union principal officer or his designee before distribution to the interested parties.

D. Agenda items for discussion shall be exchanged by the parties at least two (2) work days prior to the scheduled meeting. Items not placed on the meeting agenda shall be discussed by mutual agreement between the parties.

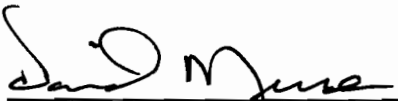
E. Management will be responsible for preparing minutes of Labor-Management meetings and will furnish the Union three (3) copies.

F. Labor-Management meetings will be held at the request of either party, when both parties are in agreement as to the time and place. Either party may request a meeting by submitting a written request, including agenda items as outlined in item "D" above.

USE OF PUBLIC ADDRESS SYSTEM

Officers and stewards of the Union, with the prior approval of management, will be permitted to use the public address system to make brief announcements on the work floor.

This Memorandum of Understanding is entered on May 1, 2007 at Norwalk, 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 becomes effective on the date indicated above


For the US Postal Service
David Muse, Postmaster/OIC
Norwalk, California


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

**2006-2010
Local Memorandum of Understanding
United States Postal Service - Orange, California 92867
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 Management of the Orange, California Post Office (hereinafter referred to as the "Employer") and the American Postal Workers Union, AFL-CIO, Southwest Coastal Area Local, Orange Installation (hereinafter referred to as the "Union"), on personnel policies and practices and working conditions.

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 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 2 - WORK WEEK

The established work week for full-time regular and part-time fixed schedule employees in this bargaining unit shall be five (5) days with fixed days off and rotating days off. Bid duty assignments that may become vacant shall remain with fixed days off unless mutually agreed upon by management and the union.

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. If any of the following conditions exist, the following emergency procedures shall be implemented:

1. Bomb threats and earthquakes will be handled in accordance with Publication 159 and USPS Contingency Plans.
2. Smog alert--work will be suspended if directed by USPS.
3. Fire--employees shall be alerted by the most practicable method giving location of fire. Building shall be evacuated if determined necessary.

D. In the event of an emergency, i.e., fire, earthquake, flood, threat of bodily harm, which may place an employee or employee's immediate family in danger of great bodily harm, that employee may be excused from duty.

E. Any lost time or type of leave necessary to be given will be charged according to existing regulations or special orders that may be given.

SECTIONS 4-12 - ANNUAL LEAVE

A. The choice vacation period will be the entire year. The three (3) full weeks prior to December 25th will be scheduled at five 5%. The new vacation schedule will start in Pay Period three (3) of the current year.

B. The sign-up date will begin the Monday after Thanksgiving and end on December 31st.

C. There will be no mutual exchange of leave.

Canceled leave will be in writing. All annual leave canceled two (2) weeks in advance will be posted for bid on Monday and removed the following Friday at noon with results posted the following Monday by 12:00 noon. Leave results will be awarded by seniority. **If there is a need to cancel with less than two weeks notice management and the union will be notified and address the issue on a case by case basis.**

D. The annual leave sections are as follows:

Retail clerks – (all regular window clerks, regular window reliefs, administrative personnel, SSPS, bulk mail, and PTF clerks with retail qualifications) – **Twelve percent (12%)**.

Distribution clerks – (to include dispatch clerks, accountable clerks, box clerks, clerk- messenger) – Ten percent (10%) except during the week before and after Easter and during the week of Thanksgiving when there will be twelve (12%) off.

Maintenance Craft – One (1) employee will off each week during the vacation period.

F. A leave chart shall be posted in the lunch room.

G. Insufficient Leave:

1. Employees without sufficient leave to their credit may not bid on canceled vacation periods.

2. Employees who have used up their annual leave (through use of emergency leave or use of annual leave in daily use) may request LWOP on Form 3971 to cover employee's own bid vacation period. A decision shall be rendered by the installation head (or designee) within three (3) days of request. If disapproved, it shall be considered written notice of cancellation and said period shall be posted for bid, provided the Form 3971 was submitted two (2) weeks prior to the effective vacation period.

H. The beginning day of the leave week will be Monday.

I. There shall be three (3) cycles of bidding. 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 ten (10) days.

The second cycle of bidding shall be for the remaining leave the employee will earn during the leave year according to seniority.

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).

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 requests for leave during vacant periods provided such request 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.

J. Jury duty and attendance at National and State or Regional Conventions shall not be charged to the choice vacation period.

K. In applying the ten (10) percent regulation, any fraction above .5 (rounding rule applies) will mean one (1) additional employee, any fraction below .5 will be discarded.

L. The employer may add additional weeks to the leave chart as needed.

M. A joint meeting will be held prior to sign-up each year to discuss possible changes in the vacation schedule.

N. Employees shall be notified in writing of the vacation schedule that has been approved for them. The notice shall be in a PS Form 3971 filled out by the employer at the time the employee makes his/her selection and signed by the supervisor.

O. The employer shall no later than November 1st publicize on the bulletin boards the beginning date of the new leave year which shall begin the first day of the first full pay period for the calendar year.

SECTION 13 - HOLIDAYS

A. Schedule qualified employees 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 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 included the holiday.

Qualified employees are those having the skills needed.

SECTION 14 - OVERTIME DESIRED LIST

A. The Overtime Desired Lists shall be by tour and section as follows:

1. Tour 1-Main Office, Hours 04:00-12:30
2. Tour 2-Main Office, Hours 09:00-19:30
3. El Modena Station
4. Plaza Station
5. Orange-Olive Station
6. Maintenance Craft

Employees may sign up for all lists which they are qualified. Preference for overtime shall be for employees working in the section.

When needed, overtime work for regular full-time employees shall be scheduled among qualified employees doing similar work in the work location where the employees regularly work.

B. To the extent possible, employees will be notified of any overtime at least one-half (1/2) hour before the end of the tour.

SECTIONS 15-17 - LIGHT DUTY ASSIGNMENTS

A. Both parties to this Memorandum of Understanding realize that it is impossible to select specific types of light duty for every illness or injury. Therefore, each written request for light duty assignments will be evaluated in the light of the nature of the illness or injury and available assignments.

B. In the administration of light duty, the following provisions will apply:

1. No light duty assignments will be established on a "make work" basis.
2. Employees requesting light duty assignments must be qualified to perform the duties of the assignment.
3. Every effort will be made to give an employee eight (8) hours work where possible.
4. Hours shall be within an employee's normal work schedule whenever possible.
5. No regular employee shall be adversely affected.

C. Examples of, but not limited to the following possible light duty assignments are:

1. Mail sorting.
2. Mailing list corrections.
3. Zip Code list corrections.
4. Typing (when qualified).
5. Other office work when qualified.
6. Normal craft duties for which the ill or injured employee may be able to perform.

SECTION 18 - BASIC PRINCIPLES AND REASSIGNMENTS

The identification of assignments comprising a section, where it is proposed to reassign within an installation of employees excess to the needs of a section.

A. There shall be three (3) sections in the Orange, California Post Office as follows:

1. Clerk Craft.
 - a. All full time regulars window clerks, all units combined.
 - b. All other clerk positions.
2. All Maintenance Craft employees combined.

SECTION 19 - PARKING

A. Employees represented by the APWU may park in the parking area adjacent to the southeast side of the post office building.

B. Provision shall be made to reserve one space in the parking area near the dock ramp for the APWU.

C. The use of designated parking area by employees is contingent upon the needs of the US Postal Service.

SECTION 21 - REPRESENTATION

A. Labor-Management meetings shall be held at least bi-monthly at a mutually agreeable time and day. Should such meeting exceed two (2) hours either party may ask that the meeting be continued to the date and time mutually agreed upon. Every effort will be made to insure that the meetings will not be interrupted. Any agreement reached will remain in effect until changed by consultation with the Union at a subsequent Labor-Management meeting.

B. Minutes of Labor-Management meetings shall be signed by the postmaster or his designee and the Union President or his designee. Any agreement reached will remain in effect until changed by consultation with the Union or at a subsequent Labor-Management meeting.

C. At least forty-eight (48) hours prior to a Labor-Management meeting the parties shall exchange agenda of proposals to be discussed.

D. The Union shall have the right to have the same number of representatives as the employer at Labor-Management meetings. It is understood that under the National Agreement, Article 17, only one (1) Union representative will be on-the-clock. E. Prior to the Christmas operation each year, Management will call a Labor-Management meeting to consult with the Union about the Christmas operation.

F. A copy of posted notices and communications to all Union employees will be sent to the Union at the time of issuance.

G. The Union may continue to use the bulletin board in the employee's lunchroom and work area as a means of communication among the members.

1. A bulletin board will be provided at all stations.

2. The Union will be furnished one (1) key to designated bulletin boards and the Postmaster will retain one (1) key.

SECTION 22 - SENIORITY AND POSTING

A. Clerk craft—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.

3. Reporting time is changed more than one (1) hour.

4. Fixed credit of over \$50.00 is added to a tour that has no credit or is completely taken away unless agreed upon by management, the union and the employee.

B. Maintenance craft—A position shall be declared vacant and reposted by notice of intent when:

1. Reporting time is changed more than two (2) hours.

2. Principal assignment is changed from main office to stations or stations to main office.

C. The seniority roster for each craft will be updated and posted on a quarterly calendar basis. This will be done during the months of January, April, July and October.

1. The Union will immediately be sent a copy of the roster for each craft it represents after each updating.

D. Vacant duty assignments will be posted on Mondays at noon and withdrawn the following Monday at noon. Results will be posted three (3) days after the close of bids.

E. The successful bidder will be placed into the new assignment no later than ten (10) days after the award is made.

F. Bids must be in writing and placed in the designated bid box.

This Memorandum of Understanding is entered on **April 18, 2007**, at Orange, California 92667, 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 Orange, California Installation pursuant to the Local Implementation Provision of the **2006-2010** National Agreement.


For the US Postal Service
David L. Eng, Postmaster
Orange, California


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

2006-2010
Local Memorandum of Understanding
United States Postal Service - Pico Rivera, California 90660
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 Pico Rivera, California Post Office and the American Postal Workers Union, Southwest Coastal Area Local.

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

The installation head shall grant reasonable wash up time for employees who perform dirty work or work with toxic materials before lunch and at end of tour.

SECTION 2 - WORK WEEK

The established work week for regular employees in the bargaining unit shall be five (5) days with fixed days 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".

D. Any lost time or type of leave necessary to be given will be charged according to existing regulations or special orders that may be given.

SECTIONS 4-12 - LEAVE PROGRAM

A. Basic Agreement.

1. A vacation selection schedule shall be made available to clerks and maintenance employees signing up for annual leave by December 1st.

2. The choice vacation period shall be from the first Monday in April through the first Sunday in October, plus Thanksgiving week and one person allowed off the week between Christmas and New Year's.

3. The maximum number of employees who shall be granted scheduled leave during the choice vacation period shall be as follows:

a. Clerks - 2

b. Maintenance -1

4. On the first selection, each employee according to seniority will have forty-eight (48) hours to choose his or her vacation period of up to ten (10) days or fifteen (15) days of continuous annual leave during the choice period, or each employee may sign for yearly allotted vacation outside the choice period during the first selection of annual leave. The ten (10) or fifteen (15) days is based on the amount of annual leave each employee has earned.

5. After the first selection cycle is completed, employees shall be given a second opportunity to select any remaining leave according to seniority.

6. The vacation period shall start on Monday. Exceptions may be granted by agreement among the employee, his union representative and the employer.

7. In case of canceled annual leave within the choice period, the vacant period shall be posted for bid if canceled within two (2) weeks of scheduled leave. It shall be posted for a period of five (5) days and awarded by seniority. If leave is canceled less than two (2) weeks, management shall make every effort to notify employees of vacant periods by announcing on tours and/or posting.

8. Upon completion of approved vacation schedule, a copy of the schedule will be posted in a place easily accessible to all employees.

9. An applicant for annual leave shall be notified three (3) days before leave time requested of its approval or disapproval provided application is submitted five (5) working days prior to date of leave. If no notice is given by the responsible supervisor, then applicant may regard the application approved.

B. Annual Leave Units.

1. Clerks Employees

2. Maintenance Employees

C. Jury Duty and Attendance at Conventions.

Being chosen for jury duty and attendance at National or California State APWU conventions shall not be charged to the choice vacation period, provided that only one (1) employee from each craft attends National or State conventions (assemblies) at any one (1) time.

D. Attendance at Union Activities.

Annual leave to attend union activities requested prior to determination of the choice vacation schedule shall be part of the choice vacation plan.

SECTION 13 - HOLIDAYS

Schedule qualified employees to work on a holiday or their designated 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 regular volunteers:

a. Regulars whose regular schedule includes that day, selected by seniority on a rotating basis.

b. Regulars whose regular schedule does not include that day, selected by reverse seniority on a rotating basis.

Qualified employees are those having the skills needed.

SECTION 14 - OVERTIME DESIRED LIST

The Overtime Desired List shall be by sections:

1. Clerks Employees
2. Maintenance Employees.

SECTIONS 15-17 - LIGHT DUTY ASSIGNMENTS

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

SECTION 19 - PARKING

All parking spaces on the south side of this installation shall be assigned to the clerks and maintenance employees working in this installation. Those parking spaces in back of this installation not reserved for carriers shall also be available to the clerks and maintenance employees.

SECTIONS 21-22 - SENIORITY AND POSTING

A. Seniority List.

1. The seniority list for each craft will be updated and posted on a quarterly calendar basis. This will be done during the months of January, April, July and October. A copy shall be furnished to the Union.

B. Posting.

1. Vacant duty assignments will be posted Wednesday at noon, removed the following Wednesday at noon with the results posted that same day and the successful bidder shall be placed into the new assignment no later than fourteen (14) days after the award is made.

2. A duty assignment shall be declared vacant and posted in the manner prescribed when:

- a. Starting time is changed more than one (1) hour.
- b. Entire scheme is added or taken away from a bid position.
- c. If a distribution or window relief position is changed to a full-time window position.
- d. If typing requirements are added or deleted from a bid position.

Miscellaneous Provisions

LABOR-MANAGEMENT MEETINGS

A. The parties to this Agreement shall meet the 2nd Wednesday of each month. The meetings shall be convened at a time agreeable to both parties.

B. It is agreed that agenda items for discussion at the monthly meeting shall be exchanged by the parties of this agreement at least one (1) full work day before the scheduled meeting. Items not placed on such agenda shall be discussed only by mutual consent of the parties.

SCHEDULE FOR WEARING UNIFORMS

Window clerks will wear only authorized clothing, but will be governed by personal body temperatures and comfort. The wearing of the jacket by one clerk does not necessitate the remaining clerks to wear their jackets.

EMPLOYEES WORKING CODE

A. Basic Agreement.

1. Clerks shall be used equitably on stand-up jobs, particularly on flat cases.
2. Employees will not be reprimanded in the presence of other non-supervisory employees.
3. Case checks shall be made by supervisors only while clerk who worked the case is present.
4. Overtime shall be on a voluntary basis unless mail volume or other emergency conditions dictate otherwise. As far as possible, clerks shall be notified one (1) hour prior to the end of tours when asked to work overtime.
5. A uniform policy shall be established and implemented assigning all new employees to all anticipated duties. They shall be given experience in duties to ensure fair treatment to all, so each clerk may be evaluated on all phases of the job.
6. As per Article 14, Section 1, of the National Agreement, a minimum of two (2) employees shall be on duty, on the floor, during scheduled working hours, work load permitting.
7. Supervisors shall not perform employees' duties, except as listed in job description.

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


For the U.S. Postal Service
Anthony W. Hernandez, Postmaster
Pico Rivera, California


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

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

**2006-2010
Local Memorandum of Understanding
United States Postal Service - San Clemente, California 92672
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 San Clemente, California Post Office (hereinafter referred to as the "Employer") and American Postal Workers Union, AFL-CIO, Southwest Coastal Area Local (hereinafter called the "Union"), on personnel policies and working conditions.

B. This Memorandum 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 agent.

SECTION 1- WASH UP TIME

Installation head shall grant reasonable wash-up time to those employees who perform dirty work or work with toxic materials.

SECTION 2 - ESTABLISHMENT OF WORK WEEK

There shall be established a regular work week with fixed days off.

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

After a thorough review of local authority declarations when Postal authorities declare an emergency condition exists which endangers the well-being of the employees, they shall take prompt action to alleviate such danger.

At such times when an employee is outside the office and management communications to him regarding the emergency which may affect his well-being cannot be given him in a timely manner, it is natural for the employee to determine the proper actions to take based upon his mature good judgment; when and if such is done, he shall communicate with management as soon as possible.

SECTIONS 4-12 - ANNUAL LEAVE

A. Vacation week will be considered to start on Sunday and will end on the following Saturday after the normal workday.

B. The choice vacation period shall be the last full week in May through the first full week in September.

C. The vacation leave year shall be the postal leave year, excluding the full two weeks prior to December 25.

D. For annual leave schedules, the installation shall be one section.

E. During the vacation year a maximum of two (2) full time regular window clerks will be allowed off at one time.

F. If during the life of this agreement it should occur that the annual leave accrued shall be other than needed to assure compliance with Article 10, Section 3D 1 and 2, the number of clerks off during any one period will be adjusted accordingly.

G. The APWU assumes the responsibility in assigning the priority in bidding for vacation.

H. Attendance to state and national conventions will be charged to the choice vacation period. Any employee who is called for jury duty during the choice vacation period shall be eligible for another choice period, if a vacancy exists.

I. There shall be three (3) cycles of bidding. 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. Each employee shall 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 request.

Earning 13 days = 10 days

Earning 20 days = 15 days

Earning 26 days = 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 ten (10) days.

The second cycle of bidding shall be for the remaining leave the employee will earn during the leave year according to seniority.

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).

After the third (3) cycle is complete remaining vacancies in annual leave (other the canceled leave) shall remain open for application on 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 request has 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.

J. The maximum number of employees to receive leave each week during the vacation period shall be twelve percent (12%) maximum. Standard rounding off procedures will be: .49 or less, drop; .50 or more, increase to next higher number.

K. The approved vacation schedule when completed and posted shall be the official notification to the employee of the vacation schedule approved for him/her.

L. The leave schedule shall be made available by management no later than November 20 and be returned to management no later December 20 preceding the vacation year.

M. All leave will be bid on a seniority basis, based on the seniority list.

N. Canceled leave will be on PS Form 3971. Canceled leave will be posted on Tuesday, noon, removed Friday, noon, with results posted on Saturday. Leave canceled less than fourteen (14) days in advance is not subject to reposting. Leave not canceled prior to close of business on Monday of the week prior shall be required to take the scheduled leave.

SECTION 13 - HOLIDAYS

After exhausting all qualified casuals and qualified PTF's, the following order shall be the method of selection:

1. Full time qualified employees who normally are scheduled to work that day and who volunteer.
2. Full time qualified employees who do not volunteer, by juniority.

SECTION 14 - OVERTIME DESIRED LIST

Overtime desired list shall be by section. For this purpose, the entire facility and stations comprise one section.

Maintenance employees are considered a separate section.

SECTIONS 15-17 - LIGHT DUTY

Light duty assignments will be in accordance with Article 13 of the National Agreement.

SECTION 18 - EXCESSING WITHIN THE INSTALLATION

For purposes of applying Article 12, the entire installation shall be considered one section.

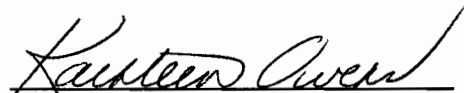
SECTION 20 - UNION ACTIVITIES

Attendance to Union activities such as state and national conventions will be charged to choice vacation period and the selection will be one of the three. A maximum of three (3) persons plus those attending Union activities will be allowed during the choice vacation period.

SECTION 22 - SENIORITY AND POSTING

- A. Bids will be posted Tuesdays at 10:00 AM, removed the following Tuesday at 10:00 AM with results posted that same day.
- B. Successful bidders will be placed in new assignments within fourteen (14) days.
- C. Change of more than one (1) hour in the daily work day schedule of a position will require it to be reposted.
- D. A 50% change in duties (means actual duties performed) will require the duty assignment to be reposted.

This Memorandum of Understanding is entered on **May 17, 2007** at San Clemente, California 92672, 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 San Clemente Installation pursuant to the Local Implementation provision of the **2006-2010** National Agreement.



For the US Postal Service
Kathy Owens, Postmaster
San Clemente, California



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

**2006-2010
Local Memorandum of Understanding
United States Postal Service - San Juan Capistrano, California 92675
and
American Postal Workers Union, AFL-CIO—Southwest Coastal Area Local**

**National Agreement
Article 30
Recognition**

PARTIES TO THE AGREEMENT

A. Management recognizes the American Postal Workers Union, Southwest Coastal Area Local, San Juan Capistrano Installation, as the exclusive bargaining unit for all craft members.

B. The well being and morale of the employees, the efficient and economical operation of the postal service requires a sound and constructive relationship between management and the local; the parties to this Agreement will participate in the formulation and implementation of policies, practices and procedures.

C. Prior to posting and implementation of new positions, management will consult the local regarding assignments and duties made under this provision.

D. The parties to this agreement recognize the need for improvement of mail service and the agree to strive for this goal in the most economical and business-like manner, through consultation.

E. The local will be informed as soon as possible in advance of implementation in technological (to include scheduling policies), mechanization changes which affect the jobs, area of wages, hours, working conditions and the changes of scheduled reporting times for all employees.

SECTION 1 - WASH UP TIME

Bargaining unit employees shall be granted reasonable wash up time prior to clocking out.

SECTION 2 - WORK WEEK

The regular work week for full time employees shall be five (5) days, with fixed or rotating days 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."

D. Any lost time or type of leave necessary to be given will be charged according to existing regulations or special orders that may be given.

SECTIONS 4-12 - ANNUAL LEAVE

A. The vacation leave year for all employees covered by the APWU shall be for the entire calendar year by craft except for the first three (3) weeks of December. The week of Christmas and the week following December 25 will be part of the choice vacation period with the following limitations:

1. Plaza-1 off
2. Window- 2
3. Distribution- 2
4. Maintenance-1 off

B. The choice period shall be from the last full week of May through the first full week in September, plus Thanksgiving week and the week prior to Easter. The percentage of employees off during the choice period shall be fifteen percent (15%) and the percentage off during non-choice period shall be twelve percent (12%). Four percent (4%) of the occasional leave can be eliminated from the leave board if there are employees in other leave situations. The four percent (4%) will apply at the time of the request for occasional leave. A minimum of one (1) will be allowed off.

C. Standard rounding off procedures will be: .49 or less, drop; .5 or more, increase to next higher number.

In order to insure the proper applications of the percentage requirements during the course of the vacation leave year, the employer and the union will review the complement prior to initial bidding; on September 1st, any increase in complement will provide additional vacation spaces. Conversely, any decrease in complement will decrease the number of vacation spaces available to bid.

Failure of either party to raise the issue of complement review within five (5) working days of the review dates shall freeze the number of spaces available for leave, and the number of spaces available shall not change until the next review date. Any previously approved annual leave cannot be canceled by the employer based on this provision.

D. Leave sections shall be:

1. Distribution Clerks (Regular and Part-Time Flexible).
2. Support and Window Main Office.
3. Plaza Station.
4. Maintenance.

E. Annual leave weeks will begin on Monday and end Sunday of each week.

F. There shall be three (3) cycles of bidding. 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

The second cycle of bidding shall be for the remaining leave the employee will earn during the leave year according to seniority.

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).

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. The installation head will honor all requests for leave during 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.

G. Management shall post and keep up to date a leave chart in each unit under management's control. All vacations will be posted on this chart.

H. The exchange or trading of vacation periods shall not be allowed.

I. Employees desiring their pay checks being sent to them while on leave may do so providing they make their request in writing and enclosing a self-addressed, stamped envelope in any such request.

BIDDING PROCEDURE

A. The bidding and awarding will be based on citywide seniority within each craft.

B. The bidding for annual leave shall begin on the **first** working day in **December** and shall be completed by the last working day of **December**. Bidding time will be on the clock unless an employee is on a scheduled or unscheduled day off. In that event, the employee will be allowed to submit his bid by telephone.

C. Management will furnish a date for each employee to sign up at least two (2) weeks in advance of scheduled sign up.

D. Bargaining unit employees on leave during the sign up period shall be notified by management of the time that the employee may submit his/her bid for leave.

E. Management shall call in each bargaining unit employee on a strict seniority basis to view the vacation chart. The chart shall show all periods not bid upon. After review the employee shall complete a bid form (3971) and his/her name shall be entered on the chart by bid weeks. Employees bidding by telephone, under provisions of Paragraph B, shall complete a Form 3971 upon their return to work.

F. All bids for all vacation time shall be submitted on Form 3971. They shall be submitted in duplicate and the individual's seniority approved copy (the duplicate) shall be returned to the employee indicating the vacation schedule approved for them.

G. When the schedule has advanced beyond an employee for lack of signing, that employee will be afforded an opportunity to sign up any time he/she makes his/her wishes known. Bids, in this instance, will be for available open periods still remaining on the chart and the employees already signed up for periods shall not be bumped by anyone senior to them. Form 3971 will be submitted for late bids.

H. 3971's will be returned within two (2) working days of submission.

CANCELLATION PROCEDURES

A. Cancellation of scheduled annual leave shall be submitted in writing on PS Form 3971 to the immediate supervisor at least two (2) weeks in advance of scheduled leave.

B. Members of the bargaining unit receiving notices of jury duty or receipt of a subpoena, dates of which fall in their selected vacation schedule, shall be allowed to cancel scheduled leave and select another period that is open.

C. Employees who do not have sufficient annual leave time to their credit for periods signed up for shall notify the Postmaster in writing at least two (2) weeks before the period is to begin and that period shall be canceled. Periods canceled under this provision shall be posted for bid immediately and awarded in accordance with item E below. Employees that are less than eight (8) hours short of annual leave required for periods signed up for may be granted leave without pay to make up the balance.

D. All vacated vacation periods shall be posted for bid.

E. All canceled bids for annual leave shall be posted for bid every Tuesday by noon (at all units). Bids shall remain posted until 5:00PM on Thursday on the same week. Results shall be posted by Friday noon (at all units).

F. There shall be a designated area for posting of canceled or vacated vacation periods on the official bulletin board.

G. Daily occasional leave will be granted on a first come, first served basis. Application for individual days can not be submitted more than fourteen (14) days prior to the week in which the individual day or days is requested and not later than Wednesday (Tuesday if a holiday week) of the week prior to the week of the requested leave. 3971's shall be returned within two (2) working days.

SECTION 13 - HOLIDAYS

According to the needs of the service, employees shall be selected to work on a holiday or day designated as a holiday in the following order:

1. All volunteers from the regular work force who have the necessary skills, including those whose holiday it is as well as those not scheduled.
2. All part-time flexible and casuals with the necessary skills even if payment of overtime is required.
3. Employees in the regular work force with the necessary skills who have not volunteered, in inverse seniority on a rotating basis in the following order.
 - A. Scheduled day off.
 - B. Scheduled Holiday & Designated Holiday.

SECTION 14 - OVERTIME

A. The Overtime Desired List shall be installation wide by craft, with an asterisk indicating twelve (12) hour overtime employees.

B. Employees will be given reasonable notification when mandatory overtime is called.

SECTIONS 15-17 - LIGHT DUTY ASSIGNMENTS

A. Light duty assignments are defined as any work within the installation available which the employee is physically able to perform as determined by a licensed physician or chiropractor.

B. The number of light duty assignments shall be determined by availability of work and ability to perform the assignments.

C. Should two (2) or more employees request light duty assignments, management shall determine if sufficient light duty is available, within the confines of the craft, for the number of employees requesting such work and if they are qualified to perform the light duty assignments available. If it is determined that one (1) hour or less is available, that work will be assigned on a seniority basis.

D. The Union shall be notified of all light duty assignments.

SECTION 18 - REASSIGNMENT

Sections for reassignment shall be by occupational code within the facility.

SECTION 19 - PARKING

There are currently no parking problems and the APWU 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. Seniority.

1. Bids are to be submitted in sealed official envelopes and addressed to Personnel Office. Bid numbers must be identified on the envelope.
2. The Personnel Office shall open the bids at the proper time, determine the successful bidder by seniority and post the results on official bulletin boards.
3. A bid can be withdrawn at any time before the bids are to be opened by following the procedure in paragraph 1, by requesting the withdrawal on another card.
4. Bid notices shall remain posted for seven (7) days, Tuesday through Tuesday.
5. The successful bidder shall be placed on his new assignment within fourteen (14) days.

B. Posting.

1. A bid shall be reposted if the starting time is changed more than one (1) hour.
2. A bid shall be reposted if entire scheme is added or taken away.
3. Relief window clerk is changed to full-time window clerk.
4. Distribution clerk is changed to full-time window clerk or a full-time window clerk is changed to a distribution clerk.
5. A bid shall be reposted when a change in duty station occurs.
6. The Union may be present at any bid position opening.
7. All awarded bids shall carry the number of successful bids the incumbent has won.
8. An up-to-date seniority roster shall be provided the Union within the first five (5) working days of the months of January, April, July and October.
9. APWU is to receive copies of bids that are posted and/or changed.
10. All postings will contain and identify the job as having either fixed or rotating days off.

Miscellaneous Provisions

LABOR-MANAGEMENT

A. There will be established at the local level a Labor/Management committee for the purpose of meeting with management on matters other than safety and health. These meetings will be held on the clock and meetings will be scheduled during the third week of each month at 11:00AM.

B. The union will be entitled to one (1) representative, not necessarily the spokesperson, at these meetings. Other union representatives present cannot exceed three (3). Observers and/or disinterested parties may not exceed two (2).

C. Agenda items shall be exchanged at least twenty-four (24) hours prior to the scheduled meeting.

D. Minutes will be recorded by each party and exchanged for signature. Decisions agreed to cannot be changed without benefit of another meeting. Unresolved items will be sent to the next highest level.

E. Emergency meetings may be called by either party as necessary. Any emergency meeting thus called will always be a full meeting with representation as noted in Section B above.

F. A scheme committee will be established on the local level.

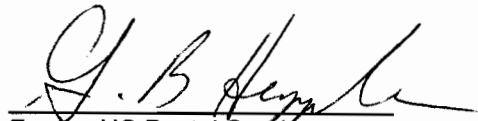
SAFETY AND HEALTH

A. There will be established, on the local level, a joint Labor/Management Safety Committee to meet once each quarter in the San Juan Capistrano Post Office.

B. Bargaining unit employees shall have two (2) members on the committee and any time spent for meetings shall be on the clock.

C. Items not resolved at committee meetings will be referred to the next highest level.

This Memorandum of Understanding is entered on **May 16, 2007** at San Juan Capistrano, California, 92675, 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, San Juan Capistrano Installation pursuant to the Local Implementation Provision of the **2006-2010** National Agreement.



For the US Postal Service
Gus. B. Henggeler, Postmaster
San Juan Capistrano, California



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

2006-2010
Local Memorandum of Understanding
United States Postal Service Santa Ana, California 92711-9998 and 92799-9998
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 agreement, represents and constitutes the agreement between the Santa Ana Processing and Distribution Center and Santa Ana Post Office (hereinafter known as the "Employer"), and the American Postal Workers Union, AFL-CIO, Southwest Coastal Area Local (hereinafter known as the "Union") on local personnel policies, practices and working conditions.

B. This Memorandum of Understanding covers all craft employees of this post office in units certified at the local level for which the Union has been certified as the National Representative. The Santa Ana Installation of the Southwest Coastal Area Local, American Postal Workers Union, AFL-CIO, is hereby recognized as the representative Union for:

1. Clerk Craft.
2. Maintenance Craft.
3. Motor Vehicle Craft.

C. This Memorandum of Understanding has no force and effect with respect to employees certified as excluded under the provisions of Article 1, Section 2 of the working agreement.

D. Should any part of this Agreement or any provisions contained herein be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by a court of competent jurisdiction, such invalidation of such part or provision of this Agreement shall not invalidate the remaining portions of this Agreement, and they shall remain in full force and effect.

E. By entering into this agreement the Employer does not in any way accept any concept or express any view regarding internal union procedures which are not properly determined by collective bargaining and are matters properly regulated by methods outside of that process.

SECTION 1 - WASH UP

A. The parties recognize that, within occupational groups represented by APWU, workers may be engaged in work, which can be identified as being dirty or toxic work.

B. The supervisor will grant reasonable wash-up time to employees, consistent with their day-to-day assignment and in accordance with past practice.

SECTION 2 - BASIC WORK WEEK

A. An employee who in the normal course of a work day reports for duty at one station and then, on a regular basis, moves to travel time and reports to another station to complete all or part of their tour of duty shall, when calling in for sick or annual leave, only have to call the station at which they normally begins their tour of duty. The employees shall not have to make more than one call to be granted sick or annual leave.

B. The regular workweek of bid assignments for full time employees shall be five (5) days with fixed days off. In the CFS Section, the regular work week of bid assignments for full-time employees shall be five (5) days with either fixed days off or Sunday and rotating day's offs. In the MVS Craft, the regular work week of bid assignments for full-time employees shall be five (5) days with either fixed days off or Sunday & rotating days off or Saturday & rotating days off, parties will try to have fixed days off if possible.

C. 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. In the event of an act of nature; i.e., fire, earthquake, flood, threat of bodily harm, which would cause an employee or his immediate family to place themselves in danger of great bodily harm, that employee may be excused from duty. Any employee so excused shall make every attempt to contact the supervisor on duty to report the circumstances in detail prior to their reporting time.

B. The following emergency procedures shall be implemented until a determination is available that safe conditions again prevail:

1. Bomb threat-National Contingency plans shall be followed.
2. Earthquake-If deemed advisable due to hazard of employee, evacuation will be made if agreed to by mutual consent of management and union representative on duty.
3. Smog alert-Work will be suspended if directed to do so by U.S. Postal Service Headquarters.
4. Fire-Any time fire exists; employees shall be informed by PA system giving location and severity of fire. Building will be evacuated if determined necessary.
5. Power failure-Should a power failure create a condition hazardous to the health or well being of the employees, management will confer with the union representative with consideration given to evacuation of the building.

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

D. In absence of instructions from US Postal Service Headquarters, management agrees to conduct a "Fire Drill" in the months of April and October, as the mail volume permits, in all sections on all tours and stations, with a schedule provided to the union for purpose of observance and assistance to management.

SECTIONS 4-12 - LEAVE

A. Coverage-The following annual leave program covers all Clerks, Equipment and Building Maintenance and Vehicle Maintenance Employees of this office. Installation seniority in the craft shall prevail at all times when bidding for vacations.

B. Vacation Bidding-Vacation sign-up shall be from November 1 to December 31. The annual leave year shall be the contract leave year. The month of December shall be excluded from the leave year except as noted in Section 4-12, # H.

C. Order of Sign-up-The order of sign-up shall be on a seniority basis. After notification an employee has 48 hours to sign up on the first round and 24 hours during the second round. Once an employee completes their probation, they shall be given an opportunity to sign up for vacant vacation periods.

D. All Career employees shall sign in the section where they normally work based on their installation standing with all other employees in the section. All other provisions of the vacation program shall apply.

E. Rehab employees will sign up in the sections they normally work based on their seniority standing with all others in the section by craft.

F. For the purpose of vacation scheduling, employees shall sign up on the vacation board as follows:

1. Employees of the Santa Ana Processing and Distribution Center will sign the vacation board applicable to the tour within the section to which they are assigned. A section is defined as follows:

Clerks:

A.	Administrative	B.	AFSM
C.	Automation	D.	Cal Rack
E.	City	F.	Express Mail
G.	Handstamp	H.	Manual Distribution (incoming /outgoing)
I.	P&D C Box	J.	PEDC
K.	Priority	L.	SPBS
M.	TAC's		

Maintenance:

N.	Building Equipment Mechanics	O.	Custodians
P.	Electronic Technicians	Q.	FMO
R.	Maintenance Mechanics	S.	Maintenance Support *
T.	MPE Mechanics		

*Maintenance Support Clerks: The choice period is June through August and the week of Thanksgiving, the week prior to Easter, and the week between Christmas and New Year. The 12 % annual leave factor will be applied to all three (3) tours for vacation purposes. The remainder of the year will be considered the non-choice period and the Tour One and Three will be combined into one unit. The 12% annual leave factor will then be applied to Tours One and Three as one unit and Tour Two as another unit for vacation selection purposes.

Motor Vehicle:

U.	Motor Vehicle Dispatcher	V.	Motor Vehicle Operators
W.	Tractor Trailer Operator		

2. Employees of the Santa Ana Post Office will sign the vacation board applicable to their assigned section. A section is defined as:

- a. Station or Branch, where 12% of the total clerk complement is greater than one, window clerks who spend 50% of their time on the window will be a separate section.
- b. Station or Branch, where 12% of the total clerk complement is greater than one; all other clerks will be in a separate section.
- c. Station or Branch, where 12% of the total clerk complement is one or less.
- d. Accounting
- e. Administrative Services
- f. Bulk Mail (by tour)
- g. CFS Unit
- h. Consumer Affairs
- i. Custodians
- j. Data Collection
- k. Mailing Requirement (by tour)
- l. Procurement
- m. Window Relief Clerks
- n. Window Section (P&DC)
- o. North Grand – Window
- p. North Grand – Distribution
- q. North Grand –Box Section
- r. North Grand - Clerk Messengers
- s. North Grand – Supply
- t. North Grand SSPC

3. Employees of the Motor Vehicle Craft will sign the vacation board applicable to the tour within the section in the facility to which they are assigned. A section is defined as:

- | | |
|--|--------------------------------|
| a. Dispatcher | b. Driver Instructor/Examiner |
| c. Garagemen | d. Lead Mechanic and Mechanics |
| e. Motor Vehicle Operators | f. Tractor/Trailer Operators |
| g. Vehicle Operations and Maintenance Clerical | |

4. New sections may be added during the life of this Agreement by mutual agreement.

G. Any employee who has bid on a new position and is pending qualifications will, for vacation purposes, select their vacation on the tour or section to which they are permanently assigned at the time of bidding. Such employees shall take their vacation choices with them to the new section after qualification.

H. Choice Vacation Period-The choice vacation period shall be for all crafts from April 1 to October 31 and Thanksgiving week and week prior to the week of Easter and the week between Christmas and New Year's.

I. Number of Employees Who Shall Receive Leave-Management shall determine the number of employees to sign up for all leave on tours and facilities effective for the vacation years covered by this Agreement in accordance with the established sections, units, etc., presently in effect. The number of employees who shall receive leave each week shall be twelve percent (12%) in choice vacation period, During the non-choice period, twelve percent (12%), of employees will be allowed off. In applying the twelve percent (12%) requirement any fraction above .5 (rounding rule applies) will mean one (1) additional employee. Any fraction below will be discarded except that at least one (1) employee in the section, unit, etc., shall be granted leave when ten (10) or less employee are permanently assigned.

J. Choice Period Selection - An employee in his first sign-up shall be permitted to select one (1) choice in the choice vacation period, the total time not to exceed the limits in the National Agreement. After all employees have been given an opportunity to select in the choice vacation period a second round of bidding shall be allowed. During the second round of bidding, employees shall be allowed to sign up for the remaining leave the employees will earn during the leave year and may or may not be consecutive.

K. The leave board that is used for sign-ups shall, at the close of sign-ups, be locked in a secure area but shall be available for review by the union. The leave board, or typewritten copies of the original, shall be posted in each section, on each tour, and in each facility at all times after December 31. When a vacation period becomes vacant, the supervisor shall draw a single line through the vacating employees name and date and initial. Successful bidders name for vacated period shall be added next to supervisors initial and initialed and dated by supervisor again.

L. The Beginning Day of an Employee's Vacation:

1. Each employee in all sections, on all tours, and in each facility having five (5) consecutive workdays, shall begin their annual leave on the first day of their basic workweek.
2. With mutual consent of the employer and the employee, the first day of annual leave may be changed.
3. In the CFS Section, all vacations shall start on Monday.
4. Employees with split days off will start after first scheduled day off.

M. Official Duty - Jury duty and attendance at Union conventions shall not be charged to the choice vacation period.

N. Leave Requests After Vacation Bidding - 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 service week requested, excluding stations and branches, and main office window, where it may be granted subject to business conditions.

O. Employees Without Sufficient Annual Leave - Employees who have used up their annual leave (through the use of emergency leave or the use of annual leave in daily use) may be granted LWOP to cover the vacation period if approved by the installation head.

P. Extended Leave - In addition to the maximums provided in the National Agreement, an employee requesting extended leave shall submit a letter to the Installation Head for that leave prior to the beginning of each leave year.

Q. Emergency Leave - All requests by employees for Emergency Leave shall be granted if approved by the supervisor. Every possible consideration for appropriate leave shall be given in situations of personal emergency.

R. Leave for Religious Holidays - Individual requests for annual leave may be honored in this office for Religious Holidays subject to business conditions.

SECTION 13 - HOLIDAY SCHEDULING

A. The employer will determine the number and category of employees necessary to provide proper coverage by tours for each holiday. Holiday scheduling will be by facility, by section within a tour, and the necessary skills for which the employee(s) qualified.

B. Employees volunteering to work the holiday must sign up on a pre-holiday roster one (1) week prior to posting of holiday schedule.

C. After the required number of holiday work assignments have been determined by management, the following procedure must be followed in holiday scheduling:

1. Volunteers with needed skills on their designated holiday or holiday.
2. Volunteers with needed skills on their non-scheduled day.
3. Casuals
4. Part-time flexibles
5. Full-time employees required to work.

D. Regular Employees:

1. Regulars with needed skills whose schedule includes a holiday shall have first preference of working on, or being excused from working on a holiday, or a day designated as their holiday. Seniority shall prevail.
2. All regulars whose regular work schedule does not include the holiday shall be granted the right to volunteer. Seniority shall prevail, with needed skills.
3. If any full-time or part-time regulars are needed who do not volunteer for working the holiday or designated holiday, reverse seniority will prevail, with the junior full-time or part-time regulars with needed skills required to work first.
4. Exception to D3, employees will be required to work Christmas and New Years on a rotating basis, as in the past, senior employees have first choice of holiday. We agree that it is the intent of this section to minimize occasions where the same employee is required to work both Christmas and New Years Day during the same holiday season.

E. The holiday schedule for station relief shall be posted at the main office and at all stations and branches.

SECTION 14 - OVERTIME DESIRED LIST

- A.** With supervisor's permission, all employees on overtime may be allowed use of the post office telephone to notify families they will be working late.
- B.** The union and the employer are agreed that station relief personnel shall be included in any assignment of overtime in the section in which their distribution skills are used.
- C.** Overtime desired lists will be by facility, by section within a tour, and the necessary skills for which the employee(s) qualified.
- D.** Three (3) overtime desired lists will be utilized and administered:
1. One (1) for overtime on a non-scheduled workday.
 2. One (1) for pre-tour overtime on regular scheduled workdays.
 3. One (1) for post-tour overtime on regular scheduled workdays.
- E.** It is agreed that employees desiring overtime work may submit their name for pre/post tour overtime and/or non-scheduled day overtime at the employee's option. If there are not sufficient employees from a list to fulfill an overtime requirement, then employees with the necessary skills within the section will be utilized on a mandatory basis starting with the junior employee.
- F.** Regular Work Day Overtime - A one (1) hour notice, notwithstanding extenuating circumstances, will be given on mandatory overtime calls.
- G.** Non-scheduled Day Overtime - When the number of employees on the OTDL in the section is greater than the needs of the opportunity in the section, the employees on the OTDL will be utilized beginning with the senior employee on a rotating basis.
- H.** It is agreed that employees will be allowed to decline an overtime opportunity three (3) times per quarter.
- I.** If additional employees with the necessary skills for which they are qualified are needed within a Section at the Plant (or any facility having sections) that has exhausted its overtime desired list, overtime desired lists of other Sections in the Plant, of qualified employees, will be utilized prior to mandatory overtime calls for employees not on the overtime desired list.
- J.** Part-Time Flexible clerks converted during a calendar quarter will be afforded an opportunity to sign the overtime-desired list within two (2) weeks of conversion and assignment.
- K.** Full time employee on Limited or Light duty may sign up for overtime work. A full time limited or light duty employee should be scheduled for overtime is dependent upon whether or not the employee's medical limitations would allow the employee to perform the needed duties.
- L.** Employees returning from military duty will be afforded an opportunity to sign the overtime- desired list within two (2) weeks of returning to work.
- M.** Maintenance employees shall sign up by occupational group and level within the section and tour showing special qualifications where necessary.
- N.** Employees on schedule changes will not be allowed to work overtime.
1. If the change is for day(s) off, the employee will not be allowed to work overtime on the day(s) they requested off.
 2. If the change is to come in early, the employee will not be allowed to work overtime post-tour overtime.

3. If the change is to come in late, the employee will not be allowed to work overtime pre-tour overtime.

SECTIONS 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 light duty from the employee to the installation head, the supervisor shall determine if work within the employee's work area is available. If such work is available, the assignment will be made and the request, doctor's certification and report forwarded for filing. A record of limitations shall be maintained by each MDO and Station Manager.

B. In the administration of light duty, the following provisions shall apply:

1. No light duty assignments will be established on a "make work" basis.
2. Employees requesting light duty assignments must be qualified to perform the duties of the assignment.
3. Every effort will be made to give an employee eight (8) hours work where possible.
4. Example of, but not limited to, the following possible light duty assignments are:
 - a. Mail sorting.
 - b. Normal duties for which the ill or injured employee may be able to perform.
5. When a problem arises in light duty assignments in crafts represented by the union, consultation will be held between the union and management.

C. Certification - 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. Restriction on hours-specific limitation.
5. Anticipated length of time light duty will be required for temporary light duty.
6. Date of last visit to licensed physician or licensed chiropractor.
7. Signature of licensed physician or licensed chiropractor.

D. 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.

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

F. The union and the employer agree that any employee in a light duty status shall be secure in his bidding and seniority rights, subject to the terms of the National Agreement.

G. The union and the employer agree that, in situations where a light workload allows for casual and part-time employees to be sent home without eight (8) hours work, the career employee in light duty status performing the same duties is considered to have preference over casuals and public employment policy employees.

SECTION 18 - SECTIONS FOR REASSIGNMENT

- A.** Each separate building facility of the Santa Ana P&DC and Santa Ana Post Office with the exception of the VMF which shall be considered one (1) facility, shall be considered the sections to be used for reassignments within this installation of employees excess to the needs of a section except in the case of the Main Office where the section shall be the same as for annual leave.
- B.** Sections for reassignment shall be the same as sections for vacations.
- C.** Any positions so declared excess within that section and/or tour must be furnished to the union in writing no later than fourteen (14) days prior to the decision to excess.

SECTION 19 - PARKING

- A.** As many parking spaces as possible will be provided for all employees, based upon space available at each facility.
- B.** Management will provide as much lighting and city police patrol as possible to provide security for employees and postal employee property.
- C.** Management will post conspicuous signs indicating that premises are patrolled regularly, and that violators will be prosecuted.
- D.** Management will designate a motorcycle parking area at the Santa Ana P & D C.
- E.** Management will provide a bicycle parking area.
- F.** Employee parking areas shall be secured with gates, operable with employee's access badges or keypad entry where possible.

SECTION 20 - UNION LEAVE

- A.** Annual leave to attend union activities requested prior to determination of the choice vacation schedule will not be considered part of the choice vacation period for annual leave.

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

- A.** All vacant or newly established assignments shall be posted for bid no later than 10 AM every other Friday, and will remain posted until noon on the Monday preceding the next Friday that the bids are posted.
- B.** In instances where several assignments are posted, an employee may bid for as many assignments as are posted, stating his preference in the following manner: First choice, second choice, third choice, fourth choice, etc.
- C.** Employees on leave shall be notified of any vacancies, if they provide a self-addressed penalty envelope to the personnel section for use in sending notification.
- D.** 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 for the posting, except for those positions requiring a review of qualifications.
- E.** 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 bids, unless on leave. For bids awarded during the month of December, they shall be placed in the new assignment no later than the second weekend in January.
- F.** 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 Employee, the job will not be reposted. If there is no agreement, then the job will be reposted.

G. 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.

H. As a courtesy, upon request, a successful bidder will be given a copy of the invitation for the position he has been awarded.

I. 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 maximum contract successful bidder limitation.

J. The seniority roster for each craft will be updated and posted on a quarterly basis with the generation date annotated. This will be done during the months of January, April, July and October.

K. The President of this Local shall be given an Accounting Period report by the Postmaster or his designee, listing all personnel actions taken within the previous accounting period.

L. Normally, the successful bidder shall work the duty assignment as posted and shall not be displaced by a junior employee. This does not prohibit the employer from assigning other employees to work the assignment for training purposes.

M. When it becomes necessary to move full-time regular (and part-time regular) employees from their bid assignment on a temporary basis, where the supervisor has a choice, whenever practicable, junior employees and training shall be borne in mind for such assignment, giving priority consideration to senior employees to remain on their bid assignment.

N. The union requests, that a meeting be held, before August 31, to discuss whether we will be bidding or not. When requested by the union, all full time regular motor vehicle operators and tractor-trailor operators craft assignments shall be posted for bid, once each calendar year in October. All routes and schedules changes will be completed and put in the bid book, before the annual bidding begins.

O. Part-time Flexibles will be able to submit a preference to the Installation Head within fourteen (days) from the date an assignment become residual, no successful bidders. The procedures of Article 37 Section 5 shall be followed.

Miscellaneous

LABOR-MANAGEMENT COMMITTEE MEETINGS

A. Labor-Management meetings in the Santa Ana P&DC and Santa Ana Post Office between Management and APWU (representing Maintenance, Motor Vehicle and Clerk Crafts) shall be held bi-monthly (odd numbered months) during the second full week of the calendar month. Other meetings may be held as mutually agreed upon, but no more than once each month additionally.

B. One representative on a no gain, no loss basis, and one representative on his own time will represent the APWU. One representative from each Craft may be present on a no gain, no loss basis during the time specific items of his craft are under discussion.

C. The APWU shall be allowed two (2) observers on their own time at the Labor-Management meetings.

D. The Local Union President shall receive at least one (1) week prior notice for all regular Labor-Management meetings.

E. The Local Union President shall receive two (2) copies of the approved minutes. Copies of such meetings shall be posted on the appropriate bulletin boards at all stations. Minutes will be provided within seven (7) working days.

F. It is agreed that agenda items for discussion at the Labor-Management meetings shall be exchanged by the Local Union President (or their designee) and the Installation Head (or their designee) at least forty-eight (48) hours before the scheduled meeting. Items not placed on such agenda shall be discussed only by mutual consent of both parties.

G. As soon as the instructions, policies and procedures relating to Christmas operations are received by management from higher levels, management will, as soon as possible, schedule a joint conference with representatives of this Local to discuss the policies, instructions and procedures, and to develop plans for the implementation of such instructions at this office. Such meetings shall be on a no gain, no loss basis.

SAFETY AND HEALTH

A. An employee calling in sick may be asked the nature of their illness and shall not be required to diagnose the illness.

B. Emergency Telephone Numbers-Health services available to employees for the treatment of job-related injuries or illnesses will be determined by management, and a list will be posted in each section. Emergency telephone numbers, such as police, ambulance, and fire department shall be posted in each station.

DISCIPLINE PROCEDURE

A. An employee shall, upon request, have the right to inspect his Local Employee File during business hours subject to business conditions. The Local President, or designee, shall also have the right, subject to the above conditions, to inspect an employee's Local Employee File if accompanied by the employee making the request or by written authorization of the employee. The request will be granted within seven (7) business days.

B. A copy of probationary employee's work evaluation will be given to them within forty-eight (48) hours of when the evaluation is discussed.

REPRESENTATION

A. Officially designated Shop Stewards of this union may be allowed to wear identification badges during the working hours except during the time of public exposure.

B. When information requested to investigate a grievance is available, management will provide necessary records during work hours other than 8:00 A.M. to 5:00 P.M. to the MDO who will be custodian of the records.

C. Subject to sound business judgment and practices, and with supervisor's permission, designated union representatives will be allowed use of post office telephones for legitimate business related to administration of the National Agreement.

D. In the event a visit to the station or branch is necessary, the Union Representative prior to the visit should contact the Station Manager or their assistant.

E. In the event an emergency is called by the employer, an explanation shall be furnished the Union.

F. When management receives correspondence pertaining to post office matters from an employee, it will be management's responsibility to acknowledge said correspondence within a two (2) week period.

BULLETIN BOARDS

A. Management shall provide one (1) bulletin board for the use of this Local at each station, unit, and Main Office in the swing room as follows:

- | | |
|--------------------------|------------------------------|
| 1. Bristol Station | 2. Central Forwarding System |
| 3. Carrier Annex | 4. Diamond Station |
| 5. Each VMF Facility | 6. Fountain Valley Branch |
| 7. Industrial Station | 8. King Station |
| 9. Main Office Lunchroom | 10. Plant Dock Office |
| 11. Plant Lunchroom (2) | 12. Plant Workroom Floor |
| 13. South Main Station | 14. Spurgeon Station |

HIGHER LEVEL ASSIGNMENTS

A. Work areas for higher-level assignments within the Craft are defined as the same units as shown in the annual leave policy.

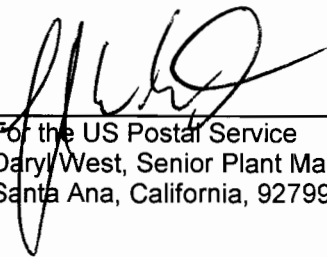
EMPLOYEE CLAIMS

A. Window clerks shall be given time off the window to check and put away all accountable stock.

PS FORMS 3971 and 3189

A. PS Form 3971 request for leave and PS Form 3189 request for schedule change will be returned approved or disapproved within three (3) business days. Denied requests may be resubmitted at a latter date for reconsideration.

This Memorandum of Understanding in entered on May 31, 2007 at Santa Ana, California, 92711/92799 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, Santa Ana Installation pursuant to the Local Implementation Provision of the 2006-2010 National Agreement.



For the US Postal Service
Daryl West, Senior Plant Manager
Santa Ana, California, 92799-9998



For the US Postal Service
Joe Zapata, Postmaster
Santa Ana, California, 92711-9998



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



Southwest Coastal Area Local

American Postal Workers Union, AFL-CIO

1500 S. Sunkist, Suite C, Anaheim, CA 92806
Phone 714 937-1228 Fax 714 937-0371
WEB Site: <http://www.swcal.org>

Executive Board General Officers

Bobby Donelson
Frank Townsend
Mike Stinson
Richard Cantu
Russell Bowles
Robert Shimomura

Chief Stewards

Elsie Duarte
Sakhr Ibrahim
James McDaniel
Sheila Potter
Roosevelt Smith
Rosemarie Rodriguez
Johnathan Turner
Vivian Dolor
Jim Lugo
Joe Fesili
Leonard Sun
Taggie Menchaca
Richard Arroyo
Kyung Lee
Kang Ping Wu
Jean Campbell
Steve Peny
Carrier Zeller
Robert Pacheco
Janet Vann
Harry Akioka
Reggie Rose
Gary Hurlbert
David Daniels
Bill Gonzalez
Dick Landers
Mike Farris
Bart D'Alfonso

Trustees

Wilma Arriaga
Delia Hernandez
Jim Kern
Wadie Sgarlata
Frank Townsend
Mary Steward-Trivino
Evelyn Weilberg
Rae Yen
Bernard Yu

February 7, 2006

Ruben Martinez
Senior MDO
Santa Ana P & DC

Reference: Interpretation LMOU Section 14 I.

LMOU Section 14 I address the master Overtime Desired List. This list provides employees not in the bid section overtime opportunities.

LMOU Section 14 I applies to every employee within the Santa Ana P & DC facility. Employees should be listed by seniority on the master Overtime Desired List.

This applies to both the Plant and Customer Service employees within the Santa Ana P & D C facility.

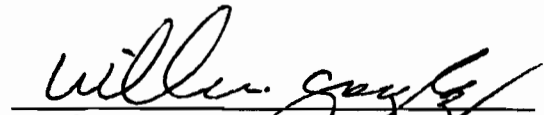
The sectional Overtime Desired List has priority for overtime prior to assigning overtime to the master Overtime Desired List.

This interpretation is based on LMOU Section 14 items C and I.

LMOU Section 14 C. Overtime desired lists will be by facility, by section within a tour, and the necessary skills for which the employee(s) qualified.

LMOU Section 14 I. If additional employees with the necessary skills for which they are qualified are needed within a Section at the Plant (or any facility having sections) that has exhausted its overtime desired list, overtime desired lists of other Sections in the Plant, of qualified employees, will be utilized prior to mandatory overtime calls for employees not on the overtime desired list


Bobby Donelson, President


Bill Gonzalez, Chief Steward

February 1, 2006

Santa Ana P & D C
Santa Ana City
Southwest Coastal Area Local

Joint Labor Management Meeting

USPS: Senior MDO Ruben Martinez
OIC/Postmaster John Clark
MDO Larry Hernandez
Labor Relations Specialist Eileen Lewis
Acting Transportation Supervisor Hussein Al'Dalati

APWU: Maintenance Director Russell Bowles
MVS Director Robert Shimomura
Santa Ana Plant Chief Steward Bill Gonzalez
Santa Ana City Chief Steward David Daniels
President Bobby Donelson

Agenda Item 1 - Emergency Contingency Procedures.

USPS will post Emergency Contingency Procedures with updated phone numbers and have a stand up talk.

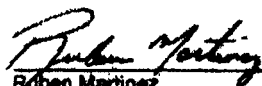
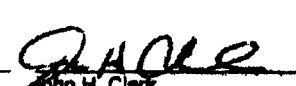
Agenda Item 2 -When the 12% does not provide enough weeks on the vacation board.

Parties will meet and verify the vacation section has enough vacation weeks for the entire section. It is agreed that, when the 12% does not provide enough weeks on the vacation boards, the union representative will meet with the Tour MDO. Upon the approval of the MDO's and verification there is not enough vacation weeks on that particular vacation board (section/pay location); one vacation slot will be added to the choice vacation period. It is also agreed that the union stewards in the plant will circulate the vacation boards, as previously done. If there are any concerns or problems, the union and management will meet and resolve the dispute (e). This issue may be re-visited if necessary.

Agenda Item 3 -The definition of Tours as follows:

Tour 1 - Start time 8:00PM or later.
Tour 2 - Start time 4:00AM or later.*
Tour 3 - Start time 12:00PM or later *

* The November 18, 2005 Bulk Mail / Mail Requirement Agreement related to tours will remain until next years' vacation sign up period. The agreement is Tour 2 begins tour hours are 8 AM until 12:30 PM and Tour 3 begin tour hours are 12:31 PM until 5 PM.

		
Ruben Martinez Senior MDO	John H. Clark OIC/Postmaster	Bobby Donelson President

February 1, 2006

Santa Ana P & D C
Santa Ana City
Southwest Coastal Area Local

Joint Labor Management Meeting

USPS: Senior MDO Ruben Martinez
OIC/Postmaster John Clark
MDO Larry Hernandez
Labor Relations Specialist Eileen Lewis
Acting Transportation Supervisor Hussam Al'Dalati

APWU: Maintenance Director Russell Bowles
MVS Director Robert Shimomura
Santa Ana Plant Chief Steward Bill Gonzalez
Santa Ana City Chief Steward David Daniels
President Bobby Donelson

Agenda Item 1 - Emergency Contingency Procedures.

USPS will post Emergency Contingency Procedures with updated phone numbers and have a stand up talk.

Agenda Item 2 -When the 12% does not provide enough weeks on the vacation board.

Parties will meet and verify the vacation section has enough vacation weeks for the entire section. It is agreed that, when the 12% does not provide enough weeks on the vacation boards, the union representative will meet with the Tour MDO. Upon the approval of the MDO's and verification there is not enough vacation weeks on that particular vacation board (section/pay location); one vacation slot will be added to the choice vacation period. It is also agreed that the union stewards in the plant will circulate the vacation boards, as previously done. If there are any concerns or problems, the union and management will meet and resolve the dispute (s). This issue may be re-visited if necessary.

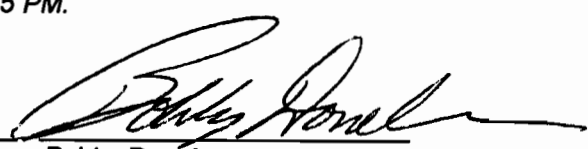
Agenda Item 3 -The definition of Tours as follows:

Tour 1 - Start time 8:00PM or later.
Tour 2 - Start time 4:00AM or later.*
Tour 3 - Start time 12:00PM or later.*

** The November 18, 2005 Bulk Mail / Mail Requirement Agreement related to tours will remain until next years' vacation sign up period. The agreement is Tour 2 begins tour hours are 8 AM until 12:30 PM and Tour 3 begin tour hours are 12:31 PM until 5 PM.*

Ruben Martinez
Senior MDO

John H. Clark
OIC/Postmaster



Bobby Donelson
President

SR. PLANT MANAGER
SANTA ANA P&DC

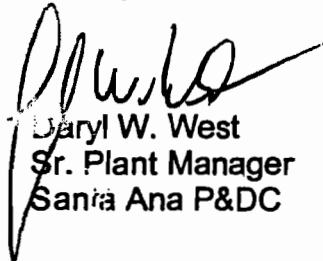


September 9, 2002

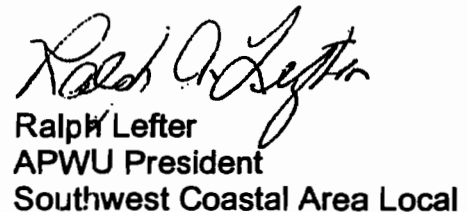
MEMORANDUM FOR RALPH LEFTER
PRESIDENT APWU
SOUTHWEST COASTAL AREA LOCAL

SUBJECT: Express Mail and Priority Section Merge

At the meeting held on October 9, 2002 with APWU and Management it was agreed upon to modify Section 4.F.1 of the Local Memorandum of Understanding. The Express Mail and Priority sections will be combined into a single section to be named Priority/Express.



Daryl W. West
Sr. Plant Manager
Santa Ana P&DC



Ralph Lefter
APWU President
Southwest Coastal Area Local

Southwest Coastal Area Local #917

American Postal Workers Union, AFL-CIO

1315 Gene Autry Way • Anaheim, California 92805 • (714) 937-1228, Fax (714) 937-0371

Ralph A. Laffer
President

General Officers

Ralph Laffer
President

Leonard F. Trujillo
Vice President

Debbie Moses
Secretary/Treasurer

Chester Shelton
Clerk Craft Director

Richard Shepard
Maintenance Craft
Director

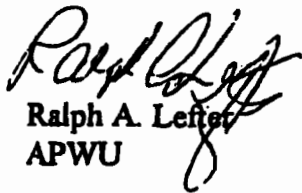
Del Brisco
Motor Vehicle Craft
Director

November 16, 2000

The parties agree the clerk annual leave sections for the 2201 N. Grand, Santa Ana, Ca. 92711 facility are as follows.

- a. Window
- b. Distribution
- c. Box Section
- d. Clerk-Messenger
- e. Supply
- f. SSPC

The parties further agree to forward these sections to the 2000-2001 Local Memorandum of Understanding.


Ralph A. Laffer
APWU


Dave Wandelt
USPS



Southwest Coastal Area Local

American Postal Workers Union, AFL-CIO

RECEIVED

JUN 1 2007

SR. PLANT MANAGER

1500 S. Sunkist, Suite C, Anaheim, CA 92806

Phone 714 937-1228 Fax 714 937-0371

WEB Site: <http://www.swcal.org>

**Executive Board
General Officers**

**Bobby Donelson
President**

Bobby Donelson
Frank Townsend
Mike Stinson
Richard Cantu
Russell Bowles
Robert Shimomura

Chief Stewards

Elsie Duarte
Sakhr Ibrahim
James McDaniel
Shawn Farris
Roosevelt Smith
Rosemarie Rodriguez
Johnathan Turner
Vivian Dolor
Jim Lugo
Joe Fesili
Leonard Sun
Maggie Menchaca
Richard Arroyo
Kyung Lee
Kang Ping Wu
Michelle Farley
Steve Peng
Carrier Zeller
Robert Pacheco
Tiffanie Huynh-Chau
Reggie Rose
Gary Hurlbert
Chuck Carter
Bill Gonzalez
Dick Landers
Sandra Chang
Bart D'Alfonso

Trustees

Wilma Arriaga
Delia Hernandez
Jim Kern
Wadie Sgarlata
Frank Townsend
Mary Steward-Trivino
Eveline Wiberg
Rae Yen
Bernard Yu

May 31, 2007

Daryl West
Senior Plant Manager
Santa Ana P & Dc
3101 W. Sunflower Ave.
Santa Ana, Ca 92799-9994

Joe Zapata
Postmaster
Santa Ana Post Office and Stations
2201 North Grand Avenue
Santa Ana, Ca 92711-9998

Dear Daryl and Joe:

The Local Negotiation period has come to an end.

We need a signed copy of the LMOU. Attached is a copy of a signed LMOU.

We need both of you to sign so we all have a copy with three signatures. The only changes are to dates of LMOU. Please sign the last page and exchange the copies and send me a final signed copy. I am enclosing two full copies for you Daryl and one for Joe.

Neither side submitted any written proposals to be discussed.

If there are any problems please contact my office as soon as possible.

Thank you for your assistance and cooperation.

Bobby Donelson
President

RESOLVED



May 28, 2007

RE: Step 2 Grievance

Mr. Bobby Donelson, President
Southwest Coastal Area Local APWU
1500 South Sunkist Street
Anaheim, Ca. 92806

Installation: Santa Ana P&DC
Finance Number: 05-6937
Grievant: Class Action
Regional # CAD #: 8.2000
Incident Date: April 2, 2007
Appeal Date: April 2, 2007
Re: Non-Consecutive Days Off
Local Union Grievance Number: 07-0523

A Step 2 meeting was held with union representative Bobby Donelson on May 22, 2007. This correspondence is in reference to the above captioned grievance. The Union alleged a violation of Articles 8, 15 and 37 of the National Agreement as well as the JCIM and the LMOU. All relevant contractual obligations have been reviewed.

ISSUE:

The union alleges that Management disregarded the policies concerning the posting and maintaining of bid jobs with non-consecutive days off for Mail Processing Positions at the Santa Ana plant. The union is requesting that Management compensate the affected employees with out of schedule overtime that that all non-consecutive day off positions be reposted in accordance with article 8.3C and the LMOU Section 2.C.

Background:

The union contends that Management disregarded the policies concerning the posting and assignment of non-consecutive days off bid jobs. The APWU notes that the Southwest Coastal Area Local did not agree to non-consecutive day off positions. The union specifically argues that Management has failed to correct the problem through the USPS Management representatives and the APWU signed the 2006-2010 National Agreement on March 29, 2007. Management contends that operational needs have dictated the staffing of each tour at the Santa Ana P&DC. Additionally, it has been determined that many of the clerks holding split day off bid jobs have preferred to these bid jobs and are not interested in changing their respective work schedules.

Management's position:

Management acknowledges the ratification of the 2006-2010 National Agreement of March 29, 2007 and has made an effort to insure that where possible bid jobs be posted with consecutive days off. After some additional deliberation, it is agreed by the parties that those employees having non-consecutive days off will remain in those positions until they are vacated. Once the job becomes vacated the positions shall be posted with consecutive days off in accordance with article 8, sections 3C and the LMOU, section 2 of the CBA. The following Step 2 grievances will be considered resolved as well, as the result of this grievance decision: #05-1410 (06030520), #05-1411 (06032935), #05-1412 (06032895), #05-1413 (06032905), #05-1414 (06032908), #05-1415 (06032922), #05-1465 (06030527), #06-0161 (06061595), #06-0162 (06061635), #06-0163 (06061642), #06-0164 (06061659), #06-0165 (06061664), #06-0166 (06057929), #06-0167 (06057937) and #06-0168 (06057921).

For the reasons stated above, these grievances will be considered resolved.

The foregoing constitutes the entire decision in this case. A copy of this decision may be submitted to any applicable agency or proceeding to prove the settlement in this matter, but it cannot be cited by the parties or others as a precedent in other cases. This decision is without prejudice in regards to the specific facts/circumstances in this case.

A handwritten signature in black ink, appearing to read "Larry Hernandez".

Larry Hernandez
Step 2 Designee, "Ad Hoc" LRS,
For Mr. Daryl W. West, Sr. Plant Mgr.
Santa Ana P & D C 92799-9998

Cc: Senior MDO Martinez, MDO's Ma, Rubino and Quintana, Galvez, Johnson and Menzhuber, Union Rep and file.

AMERICAN POSTAL WORKERS UNION, AFL-CIO
Southwest Coastal Area Local

STEP 1 07-0523
**GRIEVANCE
 APPEAL FORM**

DISCIPLINE (NATURE OF) OR CONTRACT (ISSUE) 1. Non Consecutive Days Off	CRAFT Clerk	DATE 4-2-07	LOCAL GRIEVANCE 07-0523	USPS GRIEVANCE #
---	----------------	----------------	----------------------------	---------------------

WHERE - WHEN

STEP 1 MEETING AND DECISION

MET WITH

UNIT/SEC/BR/STA/OFC 6. Santa Ana	DATE / TIME 4-3-07	USPS REP Ruben Martinez	GRIEVANT AND / OR STEWARD Class Action/Bill Gonzalez
-------------------------------------	-----------------------	----------------------------	---

STEP 1 DECISION BY (NAME & TITLE) 7. 4-3-07 Ruben Martinez SMDO Santa Ana 4-3-07	DATE & TIME	INITIALS	ONLY VERIFIES DATE OF DECISION
---	-------------	----------	--------------------------------------

GRIEVANT PERSON OR UNION (LAST NAME FIRST) 8. Class Action Southwest Coastal Area Local	ADDRESS 1500 S. Sunkist, Suite C,	CITY Anahelm, CA	STATE 92806-5815	PHONE
--	--------------------------------------	---------------------	---------------------	-------

SOCIAL SECURITY 9.	SERVICE SENIORITY CRAFT	FTR PTR PTF	LEVEL	STEP	DUTY HOURS Tour 1	OFF DAYS Sa Su MTWTF
-----------------------	-------------------------	-------------	-------	------	----------------------	-------------------------

JOB # PAY LOCATION (UNIT / SEC / BR / STA / OFC) 10. All of Santa Ana Plant	WORK LOCATION CITY AND ZIP CODE Santa Ana, CA 92799-9998	LIFETIME SECURITY YES ☐ NO ☐	VETERAN YES ☐ NO ☐
--	---	---	---

11. Pursuant to article 15 of the National Agreement we hereby appeal to Step 2 the following Grievance Alleging a Violation of (but not limited to) the following : NATIONAL , (Art. / Sec.) Article 8 and Memo related to Consecutive Days Off and LOCAL MEMO Sections 2

12. DETAILED STATEMENT OF FACTS / CONTENTIONS OF THE GRIEVANT

The USPS is violating Article 8 and the Memorandum on Supplemental Work Force; Conversion of Clerk Craft PTF's.

USPS is posting and also currently has positions with non-consecutive days off for Mail Processing Positions in the Santa Ana Plant.

The union, Southwest Coastal Area Local did not agree to non-consecutive day off positions.

The USPS has failed to correct the problem.

USPS and APWU signed the 2006-2010 National Agreement on March 29, 2007.

List of attached papers as identified: Request for Documentation/Information

13 CORRECTIVE ACTION REQUESTED:

1. Pay employee out of scheduled if their current days off or work hours are changed.
2. Repost all non consecutive day off positions in accordance with Article 8.3.C and LMOU Section 2.C.
3. Make employees whole for all lost wages, rights, and benefits.

Management Response: The parties agree that those employee(s) having non-consecutive days off will remain in those position(s) until they are vacated. Once the job becomes vacated the position(s) shall be reposted with consecutive days off in accordance with Article 8 - Section 3 C and LMOU section 2.


 Bobby Donelson President
 Signature and Title of Authorized Union Rep

Article 8 Section 3 C of the National Agreement:

C. The employee's normal work week is five (5) service days, each consisting of eight (8) hours, within ten (10) consecutive hours, except as provided in Section 1 of this Article. As far as practicable the five days shall be consecutive days within the service week.

LMOU SECTION 2 - BASIC WORK WEEK

A. An employee who in the normal course of a work day reports for duty at one station and then, on a regular basis, moves to travel time and reports to another station to complete all or part of their tour of duty shall, when calling in for sick or annual leave, only have to call the station at which they normally begins their tour of duty. The employees shall not have to make more than one call to be granted sick or annual leave.

B. The regular workweek of bid assignments for full time employees shall be five (5) days with fixed days off. In the CFS Section, the regular work week of bid assignments for full-time employees shall be five (5) days with either fixed days off or Sunday and rotating day's offs. In the MVS Craft, the regular work week of bid assignments for full-time employees shall be five (5) days with either fixed days off or Sunday & rotating days off or ***Saturday & rotating days off, parties will try to have fixed days off if possible.***

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

**2006-2010
Local Memorandum of Understanding
United States Postal Service - Silverado, 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 Silverado, 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

Full time regular normally will work Monday-Friday, however when PTF is on vacation the schedule changes.

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 4-12 - 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.

4. The selection order shall be Postmaster, Full Time Clerk, Part Time Flexible Clerk, Carrier, and Carrier Relief.

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. Full-time and part-time regulars who have volunteered to work on a holiday and whose holiday it is. Such employees shall be selected on a seniority basis.

C. Full-time and part-time regulars who have volunteered to work on the holiday and whose holiday it is not. Such employees shall be selected on a seniority basis.

D. Part-time flexibles, even if overtime is necessary.

E. Full-time and part-time regulars who have not volunteered to work on the holiday and whose holiday it is. Such employees shall be selected on a juniority basis.

F. Full-time and part-time regulars who have not volunteered to work on a holiday and whose holiday it is not. Such employees shall be selected on a juniority basis. It is understood that qualified employees are those having the necessary skills. It is not the intent of this language to use regulars over PTF's if there is less than eight (8) hours of work on the holiday.

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.

It is understood the employee must have the required skills needed.

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 Silverado 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. The names of doctors and medical facilities where an employee can report, in the event of an accident, injury or dog bite, shall be posted in a prominent place in the post office, and, where a delay in medical treatment would result in further harm, the employee may go to any available doctor or medical facility for emergency treatment. It shall be the responsibility of management to see that an injured employee is taken to a facility for treatment in emergency situations.

EF. An employee will be placed in a new bid within ten (10) days.

MISCELLANEOUS PROVISIONS

Christmas Meeting:

During the month of November, representatives of Management and the Union shall meet for the purpose of consulting and preparing local policies to be established in the local Christmas operation.

B. Minutes of Labor-Management meetings shall be kept and copies shall be exchanged and initialed by the parties for verification. Any policy reached at such meetings shall be reduced to writing and signed by both parties.

Stand Up Meeting:

At least once each week the Supervisor in Charge will hold a stand up meeting informing employees of current changes in office policies or procedures. Any official printed notices, which have a direct bearing on employees, shall be read and explained. These notices shall then be placed on the appropriate bulletin board. Meetings will be held to five (5) minutes or less.

Equipment:

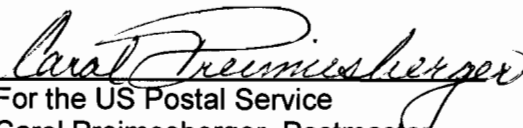
A. Assignment of any new equipment for employee duties shall be by seniority, except when justification can be proven otherwise.

Official Personnel Folder:

A. All employees shall, upon request, have the right to inspect their Official Personnel Folder; the Local President or his designee shall also have the right to inspect an employee's Official Personnel Folder if requested in writing to do so by the employee.

B. All employees shall receive a written notification or copy of all material that is placed in their Official Personnel Folder.

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


For the US Postal Service
Carol Preimesberger, Postmaster
Silverado, California


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

**2006-2010
Local Memorandum of Understanding
United States Postal Service - Stanton, California 90680
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 Management of Stanton, California Post Office (hereinafter referred to as the "Employer") and the American Postal Workers Union, AFL-CIO, Southwest Coastal Area Local, Stanton Installation (hereinafter called the "Union") on personnel policies and practices and working conditions.

B. The Memorandum 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 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 2 - WORK WEEK

The established work week for regular employees in the bargaining unit shall be five (5) days with fixed days off, for distribution clerks, there will be one with Saturday & Sunday off days, one Sunday & Monday off days and one with Sunday & Tuesday off days.

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

Curtailement or termination of postal operations when conforming to orders of local authorities designated to control the general public in emergency situations or as local conditions warrant because of emergency conditions will be conducted to the best safety interest of the employees.

SECTIONS 4-12 - LEAVE

A. The vacation chart shall be posted by January 1. Sign-up for annual leave shall begin January 2 and shall end January 31 and will be by seniority.

B. Leave applied for during the annual leave sign--up period will be granted on a seniority basis.

C. Leave applied for after the annual sign-up period may be on an as-received basis for any open day(s).

1. The first round employees will be allowed to choose one (1), two (2) or three (3) consecutive weeks of leave.

2. The second round employees will be allowed to choose remaining leave the employee will earn during the leave year.

3. The third round employees may sign up for their accrued leave.

D. There will be a forty-eight (48) hour time limit in which the appropriate senior employee must make a selection or be passed over.

E. The choice period shall be from February 1 through January 31, except for the three (3) weeks before Christmas.

F. There shall be ten percent (10%) of **each section** allowed off each week during the choice vacation period with the following exceptions:

1. Fifteen percent (15%) of **each section** will be allowed off during the months of June, July, August, September through the Labor Day week, and Thanksgiving week. Less than 1 week periods will be at management discretion.

2. Exception: Window clerks and their relief and the window tech and their relief will not be allowed off at the same time.

3. The sections are **Clerks and Maintenance**.

G. The employee's vacation period shall begin on Monday and end on Saturday.

H. Employees shall be notified in writing of the vacation schedule that has been approved. The notice shall be in the form of a duplicate of form PS 3971 which shall show the dates of the approved leave and the signature of the supervisor.

I. Employees will be allowed to cancel full weeks or partial weeks no later than Monday preceding the leave week having a holiday or Tuesday preceding non holiday leave weeks. Partial leave weeks will be limited to a maximum of five cancellations per leave year.

If leave cancellations requests are made less than the period stated above the request must have the approval of both the union and management and must be for an unusual circumstance.

Canceled leave will be posted for bid and will be awarded based on seniority. Full week requests will take preference over single day requests.

Unused annual leave days for partial week cancellation will be posted and awarded based on seniority.

J. The union shall notify the employer by January 1 of the dates of the National and State Conventions. These weeks shall be reserved for the employee that will represent the Union at the conventions and shall be charged to the choice period. This leave will not be considered the employee's first or second choice. In the event the union representative does not wish to attend the conventions, he shall notify the employer in writing and the procedures in section "I" shall apply.

K. Employees required to absent themselves for the purpose of Jury Duty or Military Duty shall not have such time charged to the choice period nor shall the employee be required to forfeit a previously scheduled choice vacation period.

L. If desired, each employee may request two (2) selections during the choice vacation period. The length of single or split leave periods shall be in accordance with Article 10, Section 3D3 of the National Agreement.

M. Once the regular sign-up has been concluded, any weeks still open shall be approved on a first come, first serve basis, providing that the employees make their request for such weeks at least one (1) week prior to the start of the vacation week. However, if two (2) or more applications requesting the same week(s) of vacation are submitted on the same day, preference will be given to the senior person.

SECTION 13 - HOLIDAYS

Method of selecting employees.

A. Schedule qualified employees to work on a holiday in the following order:

1. Part-time flexibles, even if overtime is necessary.
2. Full-time regulars who have volunteered to work on the holiday, selected by seniority on a rotating basis.
3. Full-time regulars who have not volunteered to work on a holiday selected by reverse seniority basis from the employees whose regular schedule includes the holiday.

Qualified employees are those having the skills needed.

SECTION 14 - OVERTIME DESIRED LIST

The Overtime Desired Lists shall be by Installation and Craft.

SECTIONS 15-17 - LIGHT DUTY

A. Light duty assignments are defined as any available duties the employee is able to perform as determined by a licensed physician or chiropractor, providing the employee has the necessary skills required and does not adversely affect a regular work force employee.

B. The number of light duty assignments shall be determined by the above.

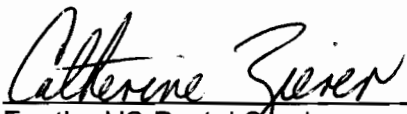
C. When two (2) or more employees request light duty, determination shall be:

1. Light duty equally distributed if necessary work is available.
2. If sufficient work is not available to require more than one (1) hour light duty, work available shall be assigned by seniority.

SECTIONS 21-22 - SENIORITY AND POSTING

- A. 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 Employee, the job will not be reposted. If there is no agreement, then the job will be reposted.
- B. A copy of positions going up for bid, and all positions awarded will be given to the Union President or designee.
- C. The seniority roster for each craft will be updated and posted on a quarterly calendar basis. This will be done during the months of January, April, July and October.
- D. The Union will immediately be sent a copy of the roster for each craft it represents after each updating.
- E. Vacation positions will be posted for seven (7) days and awards posted in three (3) days.

This Memorandum of Understanding is entered on **May 21, 2007**, at Stanton California, 90680-9998 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, Stanton Installation pursuant to the Local Implementation provision of the **2006-2010** National Agreement.



For the US Postal Service
Catherine Zierer, OIC/Postmaster
Stanton, California



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

**Local Memorandum of Understanding
Sunset Beach Post Office - USPS
And
Southwest Coastal Area Local, APWU, AFL-CIO**

Article 1: General Provisions

1.1 Union-Management Cooperation

- A. This Local Memorandum may be amended with the mutual consent of the Postmaster, the Local President and the Labor Relations Representative.
- B. The Local Union President shall be consulted prior to permanent changes in employee staffing and scheduling.
- C. The Union shall automatically be provided with copies of:
 - 1. Updated Seniority rosters;
 - 2. All assignment notices;
 - 3. All notices of light and limited duty;
 - 4. All letters of warning, suspension and removal;
 - 5. All letters of sick leave restriction and rescission of restriction.
 - 6. All letters of demand;
 - 7. All assignments to EAS and OIC positions.

1.2 Curtailment of Operations

- A. The Local Union President, or other available union officer, shall be notified immediately of all situations which may cause the curtailment of operations or in any way endanger any employee.
- B. All possible means shall be used to notify affected employees of the curtailment of postal operations; the steward or Local Union will be notified as soon as feasible.
- C. Employees stranded at work shall be given every reasonable consideration by the employer as to needs and comforts.
- D. Procedures for emergency evacuation due to fires or bomb threats shall be conspicuously posted.
- E. In determining an employee's ability to report for work, consideration shall be given to governmental directives and general conditions.

1.3 Wash-up Policy

All employees shall be allowed reasonable wash-up time in accordance with established practice and Article 8.9 of the National Agreement.

1.4 Parking

- A. All reasonable efforts will be made to initiate or maintain free parking for all employees.
- B. All parking, except spaces reserved for USPS owned vehicles shall be on a first-come, first-served basis.

1.5 Definitions of Sections and Seniority

The Clerk craft shall be a separate section for all purposes.

Article 2: Annual Leave

2.1 General Provisions for Annual Leave

- A. Vacation rosters shall be broken into Monday through Sunday weeks, and, to the maximum extent possible, no employee shall be involuntarily scheduled to work on non-scheduled days that are adjacent to their scheduled vacation.

B. Employees shall use the number of hours of annual leave for a choice vacation week that they would normally have worked in that week; however, employees may at their option, use up to forty hours of annual leave per vacation week.

2.2 Choice Vacations

- A. The choice vacation period shall be from the first day until the last day of the leave year.
- B. There shall be one vacation slot in each week.
- C. Starting on December 1, employees shall, in order of seniority, be allowed to select full weeks of vacation up to the number of weeks allowed under Article 10.3D of the National Agreement; employees may, at their option, make one continuous selection or two non-consecutive selections.
- D. Immediately following the first rotation, the Postmaster will make their selection and then the vacation roster shall be rotated a second time and employees, by seniority, allowed to take up to four additional full weeks, subject to accrued or foreseeable leave balance.
- E. No employee shall hold up the vacation roster for more than two working days on either rotation; employees who lose their place in rotation shall be entitled to regain the roster when ready to make their selection, but shall not be entitled to bump junior employees who have made selections in the interim.
- F. On those week(s) in which as many craft employees as there are vacation slots are not scheduled off on leave, all requests for annual leave shall be approved to the maximum extent possible.
- G. Employees who are called for court service during their scheduled vacation may, at their option, cancel that week and make another selection from the remaining available weeks. Leave requests for union conventions and/or seminars will not count against the choice selection period.

2.3 Incidental Requests

- A. An updated vacation schedule shall be conspicuously posted throughout the year.
- B. Incidental requests for annual leave shall be made on PS Form 3971, and, wherever feasible, be personally delivered to the employee's immediate supervisor.
- C. Except in circumstances of extreme need, incidental requests for annual leave shall be granted on a first-come, first-served basis.
- D. On those day(s) in which as many craft employees as there are vacation slots are not scheduled off on leave, all requests for annual leave shall be approved to the maximum extent possible.
- E. Incidental annual leave requests shall be approved or disapproved:
 - 1. Within one hour, if leave is requested for the same day on which submitted;
 - 2. By the employee's end tour, if requested for the following day;
 - 3. By the employee's next day end tour, if requested two or more days in advance;
- F. Disapproved 3971's shall be maintained showing the date and time submitted, and, should leave become available, it shall be granted in the order it was requested.

2.4 Canceling Choice Vacations

- A. In those weeks in which all slots are filled, an employee shall not be allowed to work on any day of their choice vacation week.
- B. Employees who cancel a vacation selection shall provide written notice to their immediate supervisor at least ten calendar days prior to the start of such vacation. Exceptions may be approved if agreed to by the employer and the union.
- C. Vacation selections of employees who leave the installation shall be treated as cancelled.
- D. The employer may cancel an employee's scheduled vacation due to insufficient annual leave by providing written notice to the employee at least ten calendar days prior to the start of the vacation; normally, insufficient annual leave shall be defined as less than fifty percent of the leave needed to cover the vacation week.

E. All cancelled choice vacation selections shall be recanvassed, by seniority.

Article 3: Scheduling

3.1 Regular Schedules

- A. All regular positions shall have fixed non-scheduled days.
- B. To the maximum extent practicable within operational needs, all regular positions shall have consecutive non-scheduled days and be non-scheduled on Saturday and/or Sunday.

3.2 Posting and Bidding

- A. All job postings shall be posted for a minimum of ten calendar days, unless canvassed; postings of awards shall be made within two business days of the close of posting.
- B. The Local Union President and/or steward shall be provided with copies of all job postings and awards, including canvassing and PTF conversions.
- C. Wherever practicable, bidding within a unit shall be accomplished by canvassing eligible employees in order of seniority; canvassing shall consist of circulating a written description of the vacant position, with spaces for employees to sign indicating that they are accepting or declining the position.
- D. Successful bidders or applicants, including PTF's being converted to regular, shall be assigned or detailed to their new positions on the Saturday following award; assignment may be delayed with the consent of the union.
- E. Bid positions shall be reposted if:
 - 1. the non-scheduled days are changed;
 - 2. the reporting time on any day is changed by more than one hour;
 - 3. the duties are changed by more than 50% in the clerk craft;
 - 4. measurement of all such changes shall be cumulative, based on the position as last awarded.

3.3 Overtime Scheduling

- A. The overtime desired lists shall be conspicuously posted, and a copy provided to the Union.
- B. Except in unforeseeable circumstances, employees shall be:
 - 1. notified forty-eight hours in advance of working a non-scheduled day;
 - 2. notified one hour in advance of working each hour over eight hours, including notification of the general anticipated duration of the overtime;
 - 3. given an opportunity to notify their families, make calls for transportation, etc.
- C. Prior to using mandatory overtime, management will make reasonable efforts to solicit volunteers with the necessary skills from the overtime mandatory list.

3.4 Holiday Scheduling

- Employees shall be scheduled for holidays, subject to necessary skills, in the following order:
- 1. Casuals;
 - 2. Part-time flexibles;
 - 3. Volunteers whose designated holiday it is, by seniority;
 - 4. All other volunteers selected by seniority.
 - 5. Non-volunteers whose designated holiday it is, by juniority.
 - 6. All other non-volunteers, by juniority.

Article 4: Light Duty

Section 4.1 Number Of Light Duty Assignments

- A. Light duty assignments will be in accordance with Article 13 of the National Agreement.

B. The reassignment of any employee to a temporary or permanent light duty assignment shall not be made to the detriment of any full-time regular bid assignment.

Section 4.2 Method Of Reserving Light/Limited Duty Assignments

A. Limited duty is provided to employees who have physical limitations, identified by a qualified treating physician, resulting from an on-the-job injury. Light duty is provided, in accordance with Article 13 of the National Agreement, for limitations caused by off-the-job injuries or illnesses and must be requested in writing by the employee.

B. APWU bargaining unit employees shall maintain the same tour of duty and non-scheduled days as their assignments to the maximum extent possible

C. All limited duty employees will be assigned duties within their own craft prior to being assigned work in another craft, and the names, assigned duties and craft designations of all employees on limited/light duty will be supplied to the union.

D. In no case shall an employee from another bargaining unit be given a temporary or permanent light duty assignment in the clerk or maintenance crafts.

E. The union shall be notified of all requests for light duty and all denials of light duty requests.

Section 4.3 Identifying Light/Limited Duty Assignments

Light duty assignments should include, but are not necessarily limited to:

A. Distribution of letters and flats;

B. Miscellaneous clerical duties (such as postage due and business reply mail, handling and distributing accountable mail, box rental forms, second notices, individual verification of UBBM, letter repairs, answering phones, claims and inquiries, etc.);

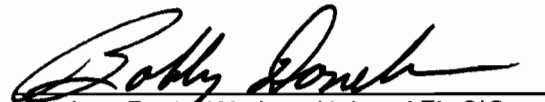
C. Delivering express and special delivery mail;

D. Custodial duties within the employee's limitations.

This Memorandum of Understanding is entered on May 1, 2007 at Sunset Beach, California 90742, 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, Sunset Beach Installation pursuant to the Local Implementation provision of the 2006-2010 National Agreement.



United States Postal Service
Sunset Beach, CA 90742
Corinne Brubaker
Postmaster



American Postal Workers Union, AFL-CIO
Southwest Coastal Area Local
Bobby Donelson
President

2006-20010
Local Memorandum of Understanding
United States Postal Service - Trabuco Canyon, California 92678
and
American Postal Workers Union, AFL-CIO—Southwest Coastal Area Local

National Agreement
Article 30

Recognition

PARTIES TO THE AGREEMENT

A. This basic Memorandum of Understanding entered into to supplement the nationally negotiated agreements constitutes an Agreement between the Management of the US Postal Service, Trabuco Canyon, California Post Office (hereinafter referred to as the "Employer") and American Postal Workers Union, AFL-CIO, Southwest Coastal Area Local (hereinafter called the "Union") in personnel policies and working conditions.

B. The Memorandum 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.

SECTION 2 - WORK WEEK

All full time regular clerks shall be on a fixed schedule.

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

A. It is recognized by both parties that on occasion, emergency conditions may exist which would encourage the employer to consider the curtailment of operations. In cases of such emergency conditions, the employer will, prior to making a decision to curtail operations, take into consideration such factors as:

1. The degree of emergency as stated by and acted upon by responsible governmental authorities.
2. The requirements and reactions of its customers to the emergency.
3. The accessibility of postal operations and its customers to the employer and employee.
4. The safety and health of its employees.

B. Prior to taking action to curtail the operations, the employer will notify the union of its decision and plan of implementation.

SECTIONS 4-12 - LEAVE

A. Formulation of Leave Program.

1. Annual leave periods shall begin on Monday and end on Sunday each week.
2. By January 1st of each convention year, the union shall notify the employer of the number of weeks to be reserved (and which weeks) for delegates of the local who will be attending the State and National Conventions. The names of the delegates shall be furnished to the employer four (4) weeks in advance of the conventions. Convention leave shall be included in the twelve percent (12%) formula.
3. A leave chart shall be posted in all units readily available for review by the clerks and shall be kept up to date by the employer.
4. The mutual exchange or trading of vacation periods shall not be allowed.

5. Paychecks shall be mailed to clerks on annual leave if they so indicate in writing provided they furnish a self addressed stamped envelope.

B. Vacation Period and Numbers Off.

1. The vacation leave year shall be from the first Monday in February through the last week in January.
2. If requested, at least twelve percent (12%) of the clerks in the installation will be granted annual leave each week. During the period of December 6 to December 25, the employer will attempt to maintain the twelve percent (12%) annual leave rate.
3. In applying the twelve percent (12%) requirement, any fraction of .50 or more (rounding rule applies) will mean one (1) additional employee. Any fraction less than .50 will be discarded except that at least one (1) clerk in the installation will be granted annual leave each week when ten (10) or less clerks are permanently assigned.
4. In order to insure a continuing application of the percentage requirement, during the course of the vacation leave year the employer will review the complement on June 1st and on December 1st. Any increase in complement will provide additional vacation spaces. Conversely, any decrease in complement will decrease the number of vacation spaces available to bid. Failure of either party to raise the issue of complement review within five (5) working days of the review dates shall freeze the number of spaces available for leave and the number of spaces available shall not change until the next review date. Any previously approved annual leave cannot be canceled by the employer based on this provision.

C. Bidding Procedure.

1. The vacation board will be divided into two (2) sections.
 - A. A board for window clerks/window support at Retail-Trabuco Canyon.
 - B. A board for clerks at the Carrier Annex.
 - C. The twelve (12%) formula will be applied to the entire complement.
1. The board for the window clerks will consist of the window positions at the Retail Store and at Trabuco Canyon plus three (3) PTF's that will be used as window relief. Any newly created jobs with window/window relief in their job description will be counted in the window vacation board.
 - a. The three (3) PTF's to be used on the window board will be determined by taking volunteers by seniority. If this fails to fill the complement, qualified PTF's will be slotted by inverse seniority.
2. There will be a minimum of two (2) slots available on each board.
2. The initial bidding for annual leave shall begin on the first working day after December 1st. and shall be completed by the last working day of December. Such bidding shall be on official time, except on the employee's non-scheduled day.
- 2a. The choice period for bidding begins the first full week of May through the last full week of October, plus the week of Thanksgiving.
3. The employer shall give all employees at least two days advanced notice of when it is their turn to bid for their vacation during the initial bidding, including employees on leave, if possible.
4. Employees on their non-scheduled work day or leave may make their selection by telephone when it is their turn to bid for vacation. When this occurs, it shall be required that on the first day on which the employee returns to duty, he/she shall give written confirmation to his supervisor of his/her selection of a Form 3971 of leave approved.
5. An approved copy of the Form 3971 shall be returned to the employee indicating the vacation periods covered.

6. There will be two (2) rounds of bidding. During the initial bidding, clerks shall be limited to leave that will be earned during the current year. Annual leave can be chosen in consecutive or non-consecutive weeks. In the case of part-time flexible clerks, earned time is agreed to mean leave credit on pay check prior to the end of the leave requested.
7. During the initial round of bidding, employees may request up to two selections during the choice period in units of five (5) or ten (10) days to a maximum of fifteen (15) days.
8. During the second cycle of bidding, employees will be allowed to sign up for all remaining annual leave they have earned and have left after the first cycle, including carryover leave from previous years, by seniority.
9. After the second cycle bidding is completed, any open weeks on the vacation chart will be granted to employees upon their request (subject to the twelve percent (12%) formula). Such requests shall be no later than the Monday prior to the service week in which annual leave is desired. Requests will be on a first come, first serve basis. However, if two (2) or more applications requesting the same open week(s) or more applications requesting the same open week(s) are submitted on the same day, preference will be given to the senior employee.
10. Vacation weeks that are open before the desired week shall be available for annual leave in units of one (1) day or more on a first come, first served basis. Such requests shall be submitted no later than the Monday prior to the service week in which the annual leave is desired and no earlier than ten (10) days before said Monday. In case of multiple bids on the same day, the senior applicant will be awarded the day(s). Full week bids take preference over single day bids if both are requested on the same day. The successful applicant shall be notified within forty-eight (48) hours. During the posting of canceled leave per D.3, there shall be no approval of incidental leave, for the posted week.

D. Canceled Leave.

1. Cancellation of scheduled annual leave shall be submitted in writing to the immediate supervisor at least two (2) weeks in advance of scheduled leave. The union shall be promptly notified of all cancellations and the union will initial all cancellation notices.
2. Members of the bargaining unit receiving notice of dates for jury duty, or subpoena, that falls during their chosen vacation periods shall be permitted to cancel scheduled leave after two (2) week period requirement provided that notice to serve on jury duty or subpoenas were received after the deadline for cancellation requirements.
3. All canceled or vacated bids for annual leave shall be posted for bid every Tuesday by noon in all units. Bids shall remain posted until 5:00pm on Thursday of the same week. Results shall be posted by Friday noon in all units. Leave shall be granted on a seniority basis from amongst those who have submitted bids.
4. There shall be a designated area for posting of canceled or vacated vacation periods on the official bulletin board.

SECTION 13 - HOLIDAYS

A. The method of selection to work on a holiday or day designated as a holiday shall be as follows:

1. Assign all casuals, even if overtime is necessary.
2. Assign part-time flexibles, even if overtime is necessary.
3. Merge a list of those who would be on their non-scheduled day and those who would be on a day designated as a holiday. From this list, ask for volunteers to cover required assignments in order of seniority.
4. Employees who did not volunteer to work on their non-scheduled day using inverse seniority.

5. Employees who did not volunteer to work their designated holiday using inverse seniority.

SECTION 14 - OVERTIME DESIRED LIST

The entire installation is considered one (1) section for overtime.

The overtime desired list will include as follows:

1. A ten (10) hour list.
2. A twelve (12) hour list.
3. A non-schedule day list.

SECTIONS 15-17 - LIGHT DUTY

A. Light duty assignments are defined as any available work within the installation which the employee is physically able to perform as determined by a licensed doctor or chiropractor.

B. The number of light duty assignments shall be determined by the above.

C. Permanent light duty assignments within the installation shall be determined by consultation and agreement between the parties as the need arises for such an assignment.

D. When two (2) or more employees request light duty, determination shall be as follows:

1. Light duty equally distributed if sufficient work is available.
2. If sufficient work is not available to require more than one (1) hour, light duty available shall be assigned by seniority.

E. To insure that the spirit and intent of this article is complied with, the union shall be notified of all light duty requests.

SECTION 19 – PARKING

On site parking will be provided on a first come, first served basis.

SECTIONS 21-22 - SENIORITY AND POSTING

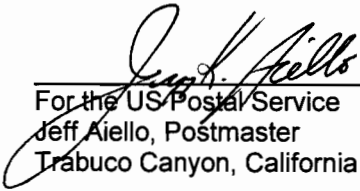
A. A position shall be declared vacant and posted when the job is changed more than twenty percent (20%).

B. Vacant jobs will be posted for ten (10) days and the successful bidder will be placed into the new assignment no later than fifteen (15) calendar days after the award is made.

C. The updated seniority roster for each APWU craft will be provided to the union during January.

D. Bids will be placed in a locked bid box. A shop steward will be present at the opening of the bid box.

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
Jeff Aiello, Postmaster
Trabuco Canyon, California


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

2006-2010 Local Memorandum of Understanding Amendment

Current:

Section 14 – Overtime Desired List

The entire installation is considered one (1) section for overtime.

The overtime desired list will include as follows:

1. A ten (10) hour list.
2. A twelve (12) hour list.
3. A non-scheduled day list.

Amended:

Section 14 – Overtime Desired List

The entire installation is considered one (1) section for overtime.

The overtime desired list will include as follows:

1. A ten (10) hour list.
2. A twelve (12) hour list.
3. A non-scheduled day list.
4. ODL employees who are available and with the necessary skills will be selected in order of their seniority on a rotating basis.
5. Those absent or on leave shall be passed over.
6. Three (3) refusals by an ODL employee shall be cause for removal from the ODL for the remainder of the current quarter. Exceptions if requested by the employee, may be approved by the local management in exceptional cases based on equity (e.g., illness, deaths in family etc..).

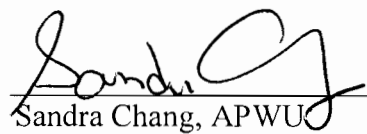
Per the CBA Article 8 Section 5 d.

“If the voluntary “Overtime Desired” list does not provide sufficient qualified people, qualified full-time regular employees not on the list may be required to work overtime on a rotating basis with the first opportunity assigned to the junior employee.”

This Amendment to the Memorandum of Understanding is agreed upon by the local representatives of the US Postal Service and the APWU. Only the above noted changes shall be affected by this amendment.


Jeff Aiello, Postmaster

12


Sandra Chang, APWU

**2006-2010
Local Memorandum of Understanding
United States Postal Service
Tustin, California 92780
and
American Postal Workers Union, AFL-CIO—Southwest Coastal Area Local**

**National Agreement
Article 30**

Recognition

PARTIES TO THE AGREEMENT

A. This Agreement is entered into between the Tustin Post Office (hereinafter referred to as the "Employer") and the Tustin Installation of the Southwest Coastal Area Local of the American Postal Workers Union, AFL-CIO (hereinafter referred to as the "Union").

B. The Employer (Management) recognizes the Union (APWU) as the exclusive bargaining unit for the clerk, maintenance and special delivery craft employees of the Tustin Post Office.

C. In order to develop a sound and constructive relationship between Management and the Union, to advance the well being and morale of the employees, and to increase efficiency, we agree to the following policies and procedures, known as the Memorandum of Understanding.

SECTION 1- WASH UP

Bargaining unit employees shall not be denied reasonable wash up time.

SECTION 2 - WORK WEEK

The established work week for regular employees in all crafts concerned shall be five (5) days with fixed days 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 - LEAVE

A. The formulation of the local bargaining employees annual leave shall be as follows:

1. The choice vacation year will begin the first full week in January and continue through the last full week in November and the week between Christmas and New Year's.

2. The beginning day of an employee's vacation shall be Monday and continue through Sunday. First day of vacation may be changed if mutually agreed to by the employer and employee.

B. The bidding for vacation will consist of three rounds:

1. During round 1, employees who earn thirteen (13) days of annual leave per year shall be granted up to ten (10) days of continuous annual leave and employees who earn twenty (20) through twenty-six (26)

days of annual leave shall be granted up to fifteen (15) days of continuous annual leave during the first round.

2. During round 2, an employee may request and be granted the remainder of his earned annual leave and will be allowed to split this choice.

3. During round 3, employees may request and be granted the remainder of their accrued annual leave and will be allowed to split their choice.

C. Extended leave shall be defined as leave which is in excess of three (3) continuous weeks. Employees may, during the first round of bidding, bid up to six (6) continuous weeks. However, these must be denoted as extended leave and be subject to approval by the Postmaster, and will not be closed to other employees. The approved extended leave will be included in the regular scheduled leave periods. Employees will be notified at the end of round 1 of the approved extended leave.

D. Bidding procedures shall be as follows:

1. The bidding period for vacation will commence on November 15 and close on December 15 and be posted no later than December 20.

2. All time remaining open after the conclusion of bidding will be made available on a first come, first serve basis.

3. Any time made available as the result of an employee's termination or retirement will be posted for seven (7) days.

4. Bidding and awarding of annual leave shall be by office wide seniority. An employee will have a maximum of twenty-four (24) hours to make his selection.

5. Bargaining unit employees on approved leave at the time of their vacation selection period shall be notified by the employer of the time that employee may submit his selection for leave providing the employee furnishes sufficient information for his employer to contact him expeditiously and with no abnormal expense to the employer.

6. When the schedule has advanced beyond an employee for lack of signing, that employee will be afforded an opportunity to sign at any time he later makes his wishes known and bids shall be for available periods still remaining.

E. Management and Union will meet prior to November 1st each year to determine the number of weeks needed for vacation.

1. There will be three (3) distribution or distribution & window clerks off each week during the leave year.

2. There will be one (1) window clerk, office clerk, or bulk mail clerk off each week during the leave year.

3. There will be one (1) employee maintenance employee off each week during the leave year.

F. Any relinquished leave must be turned in by 9:00AM on the Monday prior to the first day of leave to be posted for a minimum of forty-eight (48) hours. Leave may be turned in after this time in an emergency upon mutual agreement of management and union (not to be posted).

G. Incidental Leave: An Employee who is taking less than a full week of annual should notify management ten (10) days in advance of the leave week. The days the employee wants to relinquish will be posted for 48 hours for bid and awarded based on seniority.

H. Clerks on leave will be required to leave a number where they can be reached if they wish to be notified of leave up for bid. An attempt will be made by management to inform them of relinquished leave.

SECTION 13 - HOLIDAYS

A. Schedule qualified employees to work on a holiday in the following order:

1. Part-time flexible employees when this will not require overtime payment.
2. Full-time and part-time regular employees who have volunteered to work on the holiday, from those employees whose schedule includes the holiday, selected by seniority on a rotating basis.
3. Full-time and part-time regular employees who have volunteered to work on the holiday from those employees whose schedule does not include the holiday, selected by seniority on a rotating basis.
4. Part-time flexible employees, even if overtime is necessary.
5. Full-time and part-time regular employees, who have not volunteered to work the holiday, selected by juniority from those employees whose regular schedule includes the holiday.

SECTION 14 - OVERTIME

The overtime desired list shall be installation wide by craft, based wholly on the needed skills without regard to section or tour. One (1) hour of notice for overtime will be given whenever possible.

SECTIONS 15-17 - LIGHT DUTY

A. Both parties to this Memorandum of Understanding realize that it is impossible to select specific types of light duty for every illness and injury. Therefore, each written request for light duty assignments will be evaluated in the light of the nature of the illness or injury and available assignments.

B. In the administration of light duty, the following provisions will be applied:

1. No light duty assignment will be established on a "make work" basis.
2. Employees requesting light duty must be qualified to perform the duties of the assignment.
3. Every effort will be made to give an employee eight (8) hours work where possible.
4. Examples of, but not limited to, the following possible light duty assignments are:
 - a. Mail sorting.
 - b. Normal duties for which the ill or injured employee may be able to perform.

SECTION 18 - Reassignment/Excessing within an Installation

Sections will be the same as the annual leave sections.

SECTION 19 - PARKING

Employees may park in any unassigned parking spaces available in the employee's parking lot on a first come, first serve basis. The employer shall provide an area in the existing employee parking lot or future site for the use of motorcycles only.

SECTIONS 21-22 - SENIORITY AND POSTING

A. Tours-The notice shall remain posted for seven (7) days. The successful bidder must be placed in the new assignment within fourteen (14) days except for the month of December when not inconsistent with the National Agreement.

B. Bidding on vacancies shall be in writing and placed in the bid box and such bid shall not be opened until after the required period of posting.

C. 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 Employee, the job will not be reposted. If there is no agreement, then the job will be reposted.

D. The incumbent may retain the position if he has had the position for a minimum of one (1) year and if he submits a bid for his position with said changes. If he does so, job need not be posted. Management should review changes with the union before implementation.

E. The seniority roster for each craft will be reviewed each quarter and if necessary will be updated and posted. This will be done during the months of January, April, July and October.

Miscellaneous

EXCHANGE OF INFORMATION

In order to reduce misunderstanding, all changes and procedures directed to the entire clerical force or any particular section will be typed and posted and initialed by the individual employees concerned.

LABOR-MANAGEMENT MEETINGS

A. When work conditions permit, it is desirable to have at least two (2) members of Management attend these meetings. The craft will have the authorized number of representatives entitled to official time.

B. Labor-Management Meetings will be held at least once per quarter upon Union request. Agenda items will be exchanged at least three (3) days prior to meetings. Such meetings will be limited to one (1) hour, except the time may be extended by mutual consent of the parties. Additional meetings may be scheduled, not to exceed one (1) per month, and then only with proper presentation of an agenda and at the discretion of the installation head.

SAFETY AND HEALTH

A. The union will appoint one (1) member to serve on the local Safety and Health Committee for a period of three (3) years.

B. The union will appoint one (1) member to serve on the local Welfare Committee for a period of one (1) year.

C. The union will notify management prior to January 1st of changes of members for the following year.

This Memorandum of Understanding is entered on April 11, 2007 at Tustin, California, 92680 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, Tustin Installation pursuant to the Local Implementation provision of the 2006-2010 National Agreement.



For the US Postal Service
Lydia Verdin, OIC/Postmaster
Tustin, California



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

2006-2010
Local Memorandum of Understanding
United States Postal Service
Westminster, California 92683
and
American Postal Workers Union, AFL-CIO—Southwest Coastal Area Local

National Agreement
Article 30
Recognition

PARTIES TO THE AGREEMENT

In accordance with the provisions of Article 1, National Agreement, the employer recognizes the American Postal Workers Union, Southwest Coastal Area Local, AFL-CIO, as the designated exclusive bargaining representative for all employees in the Clerk, Motor Vehicle and Maintenance bargaining units for which each has been certified and recognized at the national level.

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 materials.

SECTION 2 - WORK WEEK

The established work week for regular employees in the bargaining unit shall be five (5) days with fixed days off.

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

Curtailment or termination of postal operations shall conform to postal regulations. The local union president shall be notified when this occurs. The union president will also be notified if the air conditioning or heater are not working and when there isn't any water available.

SECTIONS 4-12 - ANNUAL LEAVE

A. Annual leave for all employees covered by the American Postal Workers Union, shall be based on twelve percent (12%) for the entire calendar year by craft, except for the two (2) weeks prior to November elections which will be limited to eight percent (8%). These annual leave percentage rates will apply for the first two (2) rounds of bidding only. During these initial rounds of bidding, annual leave shall be granted by office seniority and by craft. On the first round, employees will be allowed to choose one (1), two (2), or three (3) consecutive weeks of leave. On the second round, employees will be allowed to sign up for all their accrued leave and the selected weeks need not be consecutive. Only one full time window clerk per station will be allowed off at a time. Only one clerk per station will be allowed off at a time. Only one (1) Timekeeper will be allowed off at a time. Only one (1) Bulk Mail Technician will be allowed off at a time. During these first two (2) rounds, all employees will be required to sign up for all accrued leave weeks that would be in excess of the four hundred forty (440) hours of annual leave allowed to be carried over at the end of the leave year.

B. The employer and the union will meet on the first Monday after November 1 and will determine the number of employees allowed off each week based on the twelve (12) and eight (8) percent guaranteed minimums. Rounding off will be based on .5 or higher will be rounded to the next highest number and .49 or lower will be dropped. All full week leaves will start on Mondays and be posted on the annual leave board. Copies of the annual leave board shall be located at each station and shall be kept updated.

C. After the two (2) initial rounds of annual leave bidding are completed, all remaining leave weeks will be open for occasional leave. This leave will be guaranteed up to eight percent (8%). Occasional leave must be a minimum of eight (8) hours absence to be included in the eight percent (8%) guaranteed time. The eight percent (8%) would include military leave, jury leave, union leave, and extended sick leave. Occasional leave will be granted on a first come, first served basis. Requests for full week occasional leave must be submitted by Monday, two (2) weeks prior to the week requested. Requests for occasional leave of less than one (1) weeks duration may be submitted no earlier than Monday, two (2) weeks prior to, nor, later than Tuesday,

10:00 AM, of the week prior to the week containing the requested dates of leave. All requests for occasional leave will be submitted on PS Form 3971 and signed by the accepting supervisor with date and time of acceptance noted. The submitting employee will be notified by the return of this form approved or disapproved within forty-eight (48) hours.

D. Cancellation of full week(s) of annual leave must be submitted by close of business, Monday, three (3) weeks prior to the week of leave requested. Cancellation of full week leave less than three (3) weeks prior may be accepted for emergency reasons. The union will be notified of this canceled leave. The canceled leave will be made available for occasional leave subject to the eight percent (8%) limitation. Cancellation of annual or occasional leave must be submitted in writing on PS Form 3971 signed by the employee.

SECTION 13 - HOLIDAYS

The method of selection of employees to work on a holiday or a designated holiday will be by:

1. The use of casuals and part-time flexible employees.
2. Qualified volunteers on a seniority basis.

If enough volunteers are not obtained, additional employees will be selected on a reverse seniority basis.

SECTION 14 - OVERTIME

One (1) Overtime Desired List shall be maintained by the employer covering each APWU craft, and for each tour.

SECTIONS 15-17 - LIGHT DUTY

Light duty assignments are defined as any available duties the employee is physically able to perform, authorized by the installation head with guidance from a licensed physician or chiropractor, providing the employee has the necessary skills required.

SECTION 18 - REASSIGNMENT

The sections for reassignment shall be each station and by window section, office workers, and each tour for all others by craft.

SECTIONS 21-23 - SENIORITY AND POSTING

A. Any change of time exceeding one (1) hour during the life of this Agreement shall cause the assignment to be reposted.

B. 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 Employee, the job will not be reposted. If there is no agreement, then the job will be reposted.

C. The Employer shall notify the American Postal Workers Union of any proposed changes in any duties or work assignments of full-time regular employees.

D. If the bid of an employee is reposted due to Section A or B above, the employee will be awarded the position if he/she submits a bid, Form 1717, card for the reposted position provided he/she has been an incumbent for a minimum of one (1) year.

Miscellaneous

LABOR-MANAGEMENT MEETINGS

A. Labor-Management meetings shall be conducted on a quarterly basis or more often when necessary and mutually agreed upon.

B. Labor-Management meetings shall be limited to one (1) hour, unless an extension is agreed to by both parties.

C. Mutual agenda items shall be exchanged by the parties at least forty-eight (48) hours in advanced of these scheduled meetings. Items not placed on such agenda shall be discussed only by mutual consent of the parties.

D. Minutes will be provided within five (5) working days.

SAFETY AND HEALTH

A. It is the responsibility of the employer to provide safe working conditions and develop a safe working force. The American Postal Workers Union will cooperate with and assist the employer to live up to this responsibility.

B. In the interest of personal safety, the employer shall, at all times, schedule a minimum of two (2) employees to be on the workroom floor during the established operating hours of this Postal Installation.

C. The Labor-Management Safety and Health Committee shall continue to function at this Installation. These meetings are to be held Quarterly. The President or his designee will be the APWU representative on the committee.

D. Minutes will be provided within five (5) working days.

STAMP STOCK REQUISITIONS

All stamps and stamped paper shall be delivered personally or registered to the requisitioning clerk. Upon receipt of stamps and stamped paper, the requisitioning clerk shall verify the requisition in the presence of the issuing Finance Officer or a witness.

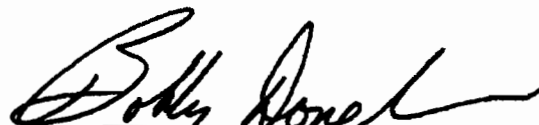
UNIFORMS

Clerks who are regularly assigned to serve at a public window less than four (4) hours on a given day, and who are not eligible to receive a uniform allowance, shall be appropriately dressed.

This Memorandum of Understanding is entered on May 1, 2007, at Westminster, California 92683, 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, Westminster Installation pursuant to the Local Implementation provision of the 2006-2010 National Agreement.



For the US Postal Service
Mike Kamaka, OIC/Postmaster
Westminster, California



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



NOTICE TO ALL WESTMINSTER CLERK CRAFT EMPLOYEES

**Amendment to the Local Memorandum of Understanding:
2006 Vacation Board: Sections 4 ~ 12 Annual Leave**

Date: December 06, 2005

This amendment to the Westminster "Local Agreement" is written to clarify an agreement reached between Westminster Post Office management and the local American Postal Workers Union, concerning the 2006 clerk annual leave Vacation Board.

It is agreed that the scheduling of approved annual leave for the 2006 leave year shall be by installation seniority only (not service seniority), and without regard to craft status (i.e., retail, distribution, etc.) and without regard to station assignment. This understanding shall apply equally to all Full-Time Regular and Part-Time Flexible employees. Maintenance employees are exempt from this agreement.

Cancellation of scheduled annual leave shall be for full-week(s) only. Partial cancellation of approved annual leave shall not be allowed. During the first two rounds of vacation bidding, all employees will be required to sign up for all accrued leave weeks that would be in excess of the 440 (four hundred forty) hours of annual leave allowed to be carried over at the end of the leave year. Employees shall not be granted any excess of earned leave.

It is agreed that neither party shall invoke "past practice" concerning the above provisions, and this Amendment shall expire December 31, 2006. Any and all prior amendments, additions, or changes concerning the scheduling of the 2006 Vacation Board are revoked and declared null and void, and shall have no force or effect. All other provisions of the clerk craft's Local Memorandum of Understanding shall otherwise remain in full force.

For the Employer:


Harold Fisher, Officer-in-Charge (Acting)
Westminster Post Office

For the Union:


Bartley D'Alfonso, Chief Steward
APWU Local 917 (Westminster)

Notice To All Westminster Clerk Craft Employees

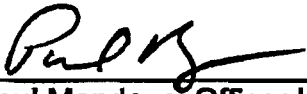
**Amendment to the Local Memorandum of Understanding:
2007 Annual Leave Vacation Board:**

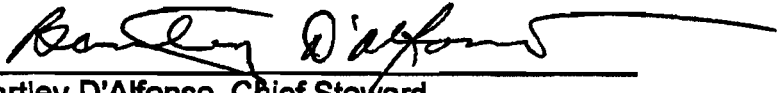
All terms and conditions of the Amendment to the Local Memorandum of Understanding entered on December 06, 2005 shall extend into the 2007 annual leave Vacation Board schedule, with the following modified agreement:

Management shall be granted a 48 (forty-eight) hour time period to review submitted bids, following the notified cancellation of scheduled annual leave.

This Amendment including the above agreed modification shall expire December 31, 2006 unless otherwise agreed by the Employer and Union.

Dated: November 21, 2006

For the Employer: 
Paul Mendoza, Officer-In-Charge
Westminster Post Office

For the Union: 
Bartley D'Alfonso, Chief Steward
APWU Local 917

**2006-2010
Local Memorandum of Understanding
United States Postal Service - Yorba Linda, California 92886
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 agreement represents and constitutes an agreement between the Yorba Linda, California Post Office and the American Postal Workers Union, AFL-CIO, Southwest Coastal Area Local.

B. This Memorandum 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. This 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 2 - WORK WEEK

The regular work week shall be five (5) consecutive days, as far as practicable, with fixed days

SECTION 3 - GUIDELINES FOR 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 the 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".

D. Any time or type of leave necessary to be given will be charged according to existing regulations or special orders that may be given.

SECTIONS 4-12 - LEAVE

A. The employer shall, not later than November 1, publicize on bulletin boards and by any other appropriate means the beginning of the new leave year.

B. The choice vacation period shall be the first day of the first full pay period in January through the last full week in November, plus the week following Christmas.

C. The beginning day of an employee's vacation shall be Monday, unless mutually changed between the employer and the employee.

D. Time limit for bidding on each round for annual leave, after being contacted by a member of management is seventy-two (72) hours, for each employee.

E. Sign-up period for leave purposes shall commence November 1 and end December 31.

F. All time bid in the first round must be consecutive and in increments of five (5) days.

G. The number of employees off during the leave year at any one time shall be a minimum of twelve percent (12%) by section. The sections are defined as:

1. Maintenance.
2. Distribution Clerks.
3. All Others

H. Employees shall submit bids for leave on form 3971 provided by the employer in duplicate, with seniority number in upper right hand corner. A copy of form 3971 shall be returned to the employee indicating vacation approval.

I. Employees required to absent themselves for the purpose of serving on jury duty or to attend National or State Conventions shall not have such time charged to the choice vacation period, and such employees shall not be required to forfeit a previously scheduled choice vacation period.

J. After the first round bidding has been completed, all employees, in seniority order, may then bid all remaining leave time open, in increments of five (5) consecutive days, not to exceed the amount of annual leave the employee has available.

K. All leave time remaining open after the second round of bidding will be granted when the needs of the service permit, upon individual application and in order of their receipt. If two(2) or more employees submit applications for leave on the same day, ending close of business at 1700 (5:00PM), requesting all or part of the same leave period, the application of the senior employee will be granted.

L. Notification of bid-and-granted leave periods must be received in writing by management a minimum of ten (10) days prior to the commencing day of the leave being canceled. Otherwise, the scheduled leave must be taken. Canceled leave periods will be posted and open for bid for four (4) days.

SECTION 13 - HOLIDAYS

A. Schedule qualified employees to work on a holiday or designated holiday in the following order:

1. Casual employees even if overtime is necessary.
2. Part-time flexible employees even if overtime is necessary.
3. Regulars who have volunteered to work on the holiday, selected by seniority on a rotating basis.
4. 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.

SECTION 14 - OVERTIME

A. The overtime desired list shall be in accordance with Article 8 of the National Agreement and shall be posted by sections. Sections are defined as follows:

1. Maintenance.
2. Distribution Clerks.
3. All Others.

SECTION 18 - SECTIONS FOR REASSIGNMENT

A. To define sections for reassignment within the installation for employees excess to the needs of the section, sections shall be:

1. Maintenance.
2. Distribution Clerks.
3. All Others.

SECTIONS 21-22 - SENIORITY AND POSTING

A. Vacancies.

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

- a. A present clerk position is changed to a full-time window assignment.
- b. Starting time is changed more than one (1) hour.

2. A copy of all positions going up for bid shall be given to the Union. Copies of the awards shall be given to the Union President or his designee at his request.

B. Vacant tours shall be posted for seven (7) days and the successful bidder shall be placed into the new assignment no later than sixteen (16) days after the award.

C. A seniority list shall be posted and a copy sent to the local Union office not less than the tenth (10th) day of the calendar quarter, if there are any changes.

Miscellaneous

LABOR-MANAGEMENT MEETINGS

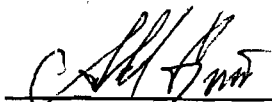
A. Labor-Management meetings shall be held the first Tuesday of each quarter, in the Postmaster's office

B. Agenda for discussion at all Labor-Management meetings must be exchanged between the parties twenty-four (24) hours in advance of the scheduled meeting. Items not on the submitted agenda will not be deemed proper for discussion, except by mutual consent of all parties.

UNIFORMS

A. The choice of uniform shall be left to the discretion and comfort of the individual employee as long as the chosen uniform is complete in every detail as specified in guidelines set forth by the National Joint Labor-Management Uniform Committee.

This Memorandum of Understanding is entered on May 1, 2007, at Yorba Linda, California, 92686, 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, Yorba Linda Installation pursuant to the Local Implementation provisions of the 2006-2010 National Agreement.



For the US Postal Service
Arnold Garcia, Postmaster
Yorba Linda California



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