

# **LOCAL MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE AMERICAN POSTAL WORKERS UNION,  
OAKLAND LOCAL 78**

**AND**

**THE UNITED STATES POSTAL SERVICE,  
OAKLAND, CALIFORNIA**

**2010 - 2015**

*APWU. AFL-CIO*

**T**his Memorandum of Understanding is entered into at Oakland, California, between the representative of the U.S. Postal Service and the designated agent of the Union signatory to the National Agreement, American Postal Workers Union, AFL-CIO (Maintenance Employees, Motor Vehicle Employees, Postal Clerks) pursuant to the Local Implementation Provision of the 2010-2015 National Agreement.

This Memorandum of Understanding, plus those items, if any, from the United States Postal Service-Oakland Processing & Distribution Center and/or American Postal Workers Union, Oakland Local 78, which are resolved per the agreed upon impasse procedure, constitutes the entire agreement on matters relating to local conditions of employment.

## **ARTICLE 8 HOURS OF WORK**

### **SECTION 1. WORK SCHEDULES**

The present policy of fixed days off for regularly scheduled employees in the Clerk Craft, and the eleven (11) mutually specifically designated positions in Statistical Programs, Maintenance and Motor Vehicle Crafts shall be maintained. Rotating days off for regularly scheduled designated positions in Statistical Programs shall be maintained.

### **SECTION 2. OVERTIME WORK**

- A. The "Overtime Desired List" shall be established by Section and Tour, taking into consideration the skills required.
- B. Management is authorized to select the employee at the lower PS pay level, on the appropriate Overtime Desired List, even though a more senior employee is at a higher level.
- C. Beginning twenty-one (21) days prior to the start of each calendar quarter, and ending seven (7) days prior to the last day of the current calendar quarter, full-time regular employees desiring to work overtime during the quarter shall be allowed the opportunity to place their names on the "Overtime Desired" list.
- D. Overtime Desired Lists will be established also based on Begin Tour (BT), End Tour (ET), Scheduled Days Off (SDO's) and an opportunity to work beyond ten hours.

### **SECTION 3. WASH-UP TIME**

All employees will be granted reasonable and adequate wash-up time immediately prior to lunch break and end tour. Incidental wash-up time may be granted on an as-needed basis at the supervisor's discretion.

## ARTICLE 10 LEAVE

### SECTION 1. CHOICE VACATION PERIOD

- A. The choice vacation period for all Crafts shall be January 1 through December 31. See specific craft Articles for exclusions.
- B. During the initial Annual Leave sign-up, at least one vacation slot shall be available in each Section during each week of the choice period except where 0% has been designated. Thereafter, consistent with the needs of the service, vacation slots, in addition to those provided by the percentages, may be made available.
- C. When computing the Leave percentages, any fraction .50 or over will be rounded upward rounded upward to the next whole number. The number of authorized complement positions, or of employees actually working in a Section, whichever is greater, will be used in computing the percentages.
- D. Jury Duty will not be charged to the choice vacation period.
- E. Leave to attend National and/or State Union Conventions, requested prior to the determination of the choice vacation period schedule, shall not be considered part of the total choice vacation plan.

### SECTION 2. SIGN-UP PROCEDURES

- A. Vacation Annual Leave Sign-up lists shall be maintained at each Station.
- B. Bidding for vacation periods will be on the basis of Craft seniority in all Crafts.
- C. The Annual Leave schedule for the year for each Annual Leave Section shall be posted on all official bulletin boards, in such manner as to be accessible to all employees. The schedule shall show all vacant leave periods, claimed leave periods, and shall be updated as changes occur. A copy of the Annual Leave schedule shall be provided to the Local Union President, and copies of updates to the schedule, as they occur.
- D. Annual Leave sign-up shall be conducted starting the first Monday during the month of November and shall be completed no later than December 31. The Annual Leave sign-up shall be conducted in two (2) rounds. Employees, who will not be at work on their regularly scheduled days at any time during the sign-up period, must provide a proxy bid for the leave week(s) they wish to claim to ensure they are not bypassed. **This proxy bid must be submitted prior to the commencement of the sign-up period.** Employees absent during leave sign-up who have not left a proxy will be bypassed. If requested in writing, employees so bypassed will be allowed to claim weeks at the time progressed.

## ARTICLE 10 LEAVE

### SECTION 2. SIGN-UP PROCEDURES

Management will post an announcement on all employees' bulletin boards four weeks prior to the Annual Leave sign-up, advising employees when Annual Leave sign-up will commence and where proxies will be accepted.

- E. During the first round of the sign-up, career employees may claim only full weeks of Annual Leave in the choice vacation period.

Employees earning thirteen (13) days of Annual Leave may claim two weeks either separate or consecutive.

Employees earning twenty (20) or twenty-six (26) days of Annual Leave may claim up to three weeks of Annual Leave. Employees may claim three (3) consecutive weeks at their option; however, two (2) weeks must be consecutive. Employees may claim two (2) weeks, either separate or consecutive.

- F. Employees who claim vacation periods on the first sign-up round may reduce their claim at a future date to not fewer than three (3) days of leave, if all slots in that week have been claimed. Leave periods thus vacated will be available for claim by other employees on a "first-come, first served" basis. If all slots in a week have not been claimed, employees may cancel leave selections for that week at their discretion, consistent with other provisions of this section.

- G. During the second round of the sign-up, career employees may claim Annual Leave periods of three (3) days or more within each sign-up week. The parties have defined a week to mean five (5) days or more for this particular provision. Employees may sign up for their entire Annual Leave accrual, during the second round.

- H. After the Annual leave sign-up is completed, all remaining open leave periods shall be available for claim, by career employees in increments of two days or more, on a "first-come, first-served" basis. A leave slot will be considered full and closed only when five (5) days of leave have been claimed by up to two employees. Such claim must be made at least seven (7) calendar days prior to the start of the service week during which the leave is to be taken. Unique or rare operational needs may provide a basis for not authorizing the claim of two day increments.

- I. An employee who signs up for a scheduled vacation period will not be permitted to cancel such vacation later than the 25th day immediately preceding the vacation if all slots in that week have been claimed. If all slots in the week were not claimed, only a seven calendar day advance notice is necessary. An exception to this rule will be made in the event an employee, during the 25-day

## ARTICLE 10 LEAVE

### SECTION 2. SIGN-UP PROCEDURES

period immediately preceding his scheduled vacation, claims or wins a more desirable vacation period which was not available at a prior date. The bid for the new period must contain a statement to the effect that if the employee wins the period, he/she will relinquish another specific period, if this is the case.

- J. Annual Leave periods of three days or more within a sign-up week in which all slots have been claimed, which are vacated for any reason, shall be re-posted for bid by all employees in the Section, and shall be awarded on a seniority basis. However, any employee who has signed for his full annual accrual and bids on a vacation period must relinquish a like amount of his/her original choice, if there are insufficient open periods to accommodate an employee entering the Unit.
- K. An employee reassigned for any reason to a new Section shall retain all Annual Leave periods held in his/her former Section. If the same leave periods are available in the new Section, the employee shall claim those periods and relinquish those held in the former Section.
- L. If business conditions permit, during each week of December, in each Annual Leave sign-up Section, Annual Leave sign-up weeks will be made available, consistent with the needs of the service. Such sign-up weeks shall be posted for bid within each section seven (7) days prior to the beginning of the service week involved.
- M. All advance commitments for granting Annual Leave must be honored except in serious emergency situations.
- N. Employees should not be required to work overtime on any SDO which connects with scheduled Annual Leave granted 25 days or more in advance and/or as part of the Annual Leave sign-up period.
- O. Employees on the "Overtime Desired List" may opt to work their SDO's prior to vacation leave if they so notify their supervisors in advance.
- P. During weeks in which a holiday occurs, in which employees are allowed to sign up for annual leave in increments of not less than two or three days as provided for above, employees will be required to sign up for two or three days of annual leave in addition to the holiday.
- Q. Official notice of approval or denial of each requested annual leave period will be provided to the employee within two (2) days.

## ARTICLE 11 HOLIDAYS

### SECTION 1.

The Overtime Desired List will not be used for holiday scheduling.

### SECTION 2.

The assignment of work on a holiday will be as follows:

1. **Full-Time regular employees whose holiday it is and have volunteered, in order of seniority.**
2. **Postal Support Employees (PSEs).**
3. **Full-Time regular employees whose holiday it is not and have volunteered, in order of seniority.**
4. **Full-Time regular employees, non-volunteers, whose holiday it is, by Juniority.**
5. **Full-Time regular employees, non-volunteers, whose holiday it is not, by juniority.**

### SECTION 3.

For ten (10) calendar days, ending twenty-one (21) calendar days prior to the week in which the holiday falls, employees will be afforded an opportunity to volunteer for holiday work. Volunteering to work a holiday does not guarantee holiday work.

### SECTION 4.

Holiday & SDO overtime assignments, within each three-day holiday period, will be based on Craft seniority and will be made by Tour and Section taking into consideration skills needed.

**ARTICLE 12  
PRINCIPLES OF SENIORITY, REASSIGNMENTS AND POSTINGS**

**SECTION 1. SENIORITY LIST**

An updated seniority list for each Craft shall be posted within January, April, July and October of each year. A copy of each such list shall be furnished to the local Union President.

**SECTION 2. POSTINGS**

See individual Craft items.



**ARTICLE 13  
ASSIGNMENT OF ILL AND INJURED EMPLOYEES**

**SECTION 1. METHOD OF ASSIGNMENT**

Light duty assignments for employees, who qualify under the terms of the National Agreement, will be as follows:

- A. Light duty assignments shall be made in accordance with Article 13, Sections 2 and 4 of the National Agreement, assigning employees requesting light duty to the extent possible within the Oakland office. Further, a number of light duty assignments will be reserved for APWU bargaining unit employees, equal to a minimum of 1% of the full-time positions on each Tour within the APWU bargaining unit.
- B. Management reserves the right to determine the eligibility for light duty assignments in accordance with the provisions of Article 13, Section 4.D of the National Agreement.
- C. When there are more employees requiring light duty than there is available work, seniority shall prevail.
- D. When there are more light-duty employees on a tour than there are light-duty assignments, the junior light-duty employee, assigned thereto, must accept detail to a tour on which there is a light-duty assignment available if the employee wishes employment during the recuperation period. When a light-duty assignment becomes available on the employee's regular tour or when such employee is able to perform full duties, the employee will be reassigned to the employee's regular tour.

## ARTICLE 13 ASSIGNMENT OF ILL AND INJURED EMPLOYEES

### SECTION 2. IDENTIFICATION OF ASSIGNMENT

Light-duty assignments shall consist of, but will not be limited to, the following duties and combinations of these duties:

#### A. Clerk Craft

1. Oakland P&DC
  - a. Distribution of letters
  - b. Rewrap of letters, flats, foreign mail (NIXIE)
  - c. Assist with office work
  - d. MIDAS Input
  - e. Traying of Loose Mail
  - f. Labeling

#### 2. Stations & Branches

- a. Letter Distribution
- b. Second and Final Notices
- c. Throw-back Case Mail
- d. Wall Box Mail

#### B. Maintenance Craft

1. Dusting, where no strenuous reaching is required.
2. Sweeping, cleaning tables in Swing Rooms.
3. Cleaning wash basins, water fountains.
4. Assist with office work (Maintenance Operations Support).
5. General Shop duties.

#### C. Motor Vehicle Craft

1. Assist with office work.
2. Gas and park vehicles.
3. Clean Vehicles.
4. Any motor vehicle collection run of a light nature.
5. Shuttle work.



## **ARTICLE 17 REPRESENTATION**

### **SECTION 1. LABOR MANAGEMENT MEETINGS**

- A. It is agreed that Labor-Management meetings will be held at a time and date mutually agreed upon by both parties.
- B. There will only be one APWU representative compensated on a no-gain, no-loss basis only for the time spent to discuss the item(s) and then dismissed from the meeting.
- C. The APWU and the Installation Heads will exchange agenda items ninety six (96) hours prior to the next Labor-Management meeting.
- D. Management shall furnish the APWU, Oakland Local, with a "rough draft" copy of the Labor-Management Minutes for review and corrections, if necessary, before they are printed.
- E. Management shall provide the APWU, Oakland Local representatives with corrected copies of the minutes from the Labor-Management meeting and shall post within seven (7) calendar days copies of such Minutes on all bulletin boards within the jurisdiction of the APWU, Oakland Local. Disposition of matters considered will be provided for in the Minutes or by discussion at a following meeting.

## **ARTICLE 20 PARKING**

### **SECTION 1. PARKING SPACES**

Five parking spaces in the Oakland P & DC Employee Parking Lot will be designated for Union (APWU) parking. Authorization of cars to park in such spaces will be made known to security personnel by the display of an authorized DECAL or sticker issued by the Union.

### **SECTION 2. PARKING SUGGESTIONS**

Management will continue to explore ways to increase employee parking. Management will consider any and all suggestions by the Union to accomplish this increase.

**ARTICLE 30  
CURTAILMENT OR TERMINATION OF POSTAL OPERATIONS**

**SECTION 1.**

The Union will be consulted when management claims that curtailment or termination of postal operations is necessary because of emergency conditions.

**SECTION 2.**

If the Employer declares an emergency, it shall notify the Union promptly of the appropriate action to be taken.

**SECTION 3.**

To the extent that such action is not in conflict or inconsistent with directions received from higher postal authority, the employer shall comply with orders of a duly authorized State or lesser Government agency designating a disaster area or the order of the Governor of the State of California declaring a pollution emergency.

**SECTION 4.**

When a threat or warning about a bomb in a Post Office building is received, the Postmaster will give strong weight to the advice of the Inspection Service, local law enforcement authorities, and the explosive ordinance detachment, when summoned, in determining whether to order evacuation of a building and will take appropriate action.

**SECTION 5.**

Consideration will be given to Acts of God, such as storms, fires, floods and community disasters that jeopardize the safety and health of employees. The situation must be general rather than personal in scope and must prevent groups of employees from working or reporting to work.

## ARTICLE 37 CLERK CRAFT

### SECTION 1. OVERTIME

A. The following Sections are established for the purpose of the "Overtime Desired List" in the Clerk Craft:

**1. Processing and Distribution Center (P & DC)**

- a. **Manual First Floor (to include Express Mail & Expeditors on all tours)**
- b. **Manual Second Floor (to include Expeditors on all tours)**
- c. **UC Berkeley**
- d. **Oakland Main Office Boxes**
- e. **Small Parcel & Bundle Sorter Operators**
- f. **AFSM 100**
- g. **Automation Unit**
- h. **Platform/Expeditors**
- i. **General Clerks**
- j. **Registry (Domestic)**
- k. **Transportation/Networks**
- l. **Contract Transfer Office (THS Office)**
- m. **Ramp Clerk**
- n. **Manual Priority Mail**
- o. **Plant Transfer Clerk**
- p. **Military**

**2. In Plant Support**

- a. **Quality Improvement**
- b. **Clerical Staff**
- c. **Label Room**

**3. Office Tower**

- a. **Data Collections/Statistical Programs**
- b. **T&DC**
- c. **Medical Unit**
- d. **Mailing Requirements**
- e. **Claims & Inquiry**
- f. **Bulk Mail Acceptance**
- g. **Operations Programs**
- h. **Address Management Systems**
- i. **TACS Office**

**ARTICLE 37  
CLERK CRAFT**

**SECTION 1. OVERTIME (continued)**

**4. Administrative Offices- Civic Center**

- a. **Examination Unit**
- b. **Consumer Affairs/Complaints Inquiry**
- c. **Sales**
- d. **Postmaster's Office**

**5. Stations and Branches**

- a. Each Station will constitute a Section.
- b. Station Floaters will constitute a Section.
  - (1) Station Floaters will be considered for BT and/or ET overtime at a particular Station only if working at that Station on the day the overtime is both offered and worked.
  - (2) Clerks with bids at a particular Station who are on the Station "Overtime Desired" list, will have preference over Floaters for all overtime opportunities at that Station.

- B. An office- wide "Overtime Desired" list by Tour, will be maintained at the P&DC. Whenever the list for any Section established under Subsection A is exhausted, overtime opportunities in that Section will be offered to employees on the office-wide list who possess the necessary skills.

**Clerks at Stations and Branches and Administrative Offices Civic Center will be afforded the opportunity to place their names on the Office Wide Overtime List for SDO opportunities only.**

- C. For these purposes, employees detailed within the Clerk Craft outside of the Sections of their regular duty assignments or unencumbered shall sign up and be assigned in the sections to which they are detailed.

**SECTION 2. LEAVE**

- A. In the Clerk Craft, the vacation week will begin on Saturday and end on Friday.
- B. The following are Sections for sign-up purposes:

**ARTICLE 37  
CLERK CRAFT**

**SECTION 1. LEAVE (continued)**

**1. Oakland Processing and Distribution Center (P & DC) by Tour**

- a. **Manual First Floor (to include Express Mail & Expeditors on all tours)**
- b. **Manual Second Floor (to include Expeditors)**
- c. **UC Berkeley**
- d. **Oakland Main Office Boxes**
- e. **Small Parcel & Bundle Sorter Operators**
- f. **AFSM 100**
- g. **Automation Unit**
- h. **Platform/Expeditors**
- i. **General Clerks**
- j. **Registry (Domestic)**
- k. **Transportation/Networks**
- l. **Contract Transfer Office (THS Office)**
- m. **Ramp Clerk**
- n. **Manual Priority Mail**
- o. **Plant Transfer Clerk**
- p. **Military**

**2. In Plant Support**

- a. **Quality Improvement**
- b. **Clerical Staff**
- c. **Label Room**

**3. Office Tower**

- a. **Data Collections/Statistical Programs**
- b. **T&DC**
- c. **Medical Unit**
- d. **Mailing Requirements**
- e. **Claims & Inquiry**
- f. **Bulk Mail Acceptance**
- g. **Operations Programs**
- h. **Address Management Systems**
- i. **TACS Office**

**ARTICLE 37  
CLERK CRAFT**

**SECTION 2. LEAVE (continued)**

**4. Administrative Offices- Civic Center**

- a. Examination Unit
- b. Consumer Affairs/Complaints Inquiries
- c. Sales
- d. Postmaster's Office

**5. Stations & Branches**

- a. **All Relief and Pool Assignment Clerks shall comprise a Section**
- b. **Byron Rumford Station**
- c. **Civic Center Station**
- d. **Eastmont Station**
- e. **Emeryville Station**
- f. **Main Office Windows**
- g. **Marcus Foster & Airport**
- h. **Dimond & Fruitvale**
- i. **Grand Lake and North Oakland**
- j. **West Grand Carrier Annex**
- k. **Laurel**
- l. **Piedmont and Station "E"**

C. The maximum number of employees allotted off for the Annual Leave period is as follows:

**1. Processing and Distribution Center and Administrative Offices/Civic Center**

- a. Fifteen (15%) percent 5/1 through 8/31
- b. Twelve (12%) percent 1/1 through 4/30 & 9/1 through 11/30
- c. Ten (10%) percent 12/25 through 12/31

**2. Stations and Branches**

- a. Eleven (11) percent 1/1 through 11/30
- b. Fifteen (15%) percent 5/1 through 8/31 for Kaiser, Grand Lake and Piedmont
- c. 0 percent 12/1 through 12/31

## ARTICLE 37 CLERK CRAFT

### SECTION 2. LEAVE (continued)

- d. When thirty-nine (39) of the existing 44 Window Floater positions are permanently filled the number of employees at the Stations and Branches allowed off on Annual Leave will equate to the number of employees allowed off under the 1984-87 Agreement.

- D. For these purposes, unencumbered employees shall sign up and be assigned in the Section to which they are detailed.

### SECTION 3. HOLIDAY SECTIONS

The following Sections are established for the purpose of holiday scheduling in the Clerk Craft:

#### A. Oakland Processing and Distribution Center (P&DC)

1. Manual First Floor (to include Express Mail & Expeditors on all tours)
2. Manual Second Floor (to include Expeditors on all tours)
3. UC Berkeley
4. Oakland Main Office Boxes
5. Small Parcel & Bundle Sorter Operators
6. AFSM 100
7. Automation Unit
8. Platform/Expeditors
9. General Clerks
10. Registry (Domestic)
11. Transportation/Networks
12. Contract Transfer Office (THS Office)
13. Manual Priority Mail
14. Ramp Clerk
15. Plant Transfer Clerk
16. Military

#### B. In Plant Support

1. Quality Improvement
2. Clerical Staff
3. Label Room

#### C. Office Tower

1. Data Collections/Statistical Programs
2. T&DC
3. Medical Unit

**ARTICLE 37  
CLERK CRAFT**

**SECTION 3. HOLIDAY SECTIONS (continued)**

- 4. **Mailing Requirements**
- 5. **Claims & Inquiry**
- 6. **Bulk Mail Acceptance**
- 7. **Operations Programs**
- 8. **Address Management Systems**
- 9. **TACS Office**

**D. Administrative Offices - Civic Center**

- 1. Examination Unit
- 2. Consumer Affairs/Complaints & Inquiry
- 3. Sales
- 4. Postmaster's Office

**E. Stations and Branches**

- 1. Each Station constitutes a Section for employees regularly assigned to that Station.
  - a. Station Floaters will be allowed the opportunity to sign a list volunteering for holiday work city-wide, in accordance with Article 11, and will be assigned, as needed, to any Station at which they maintain stock
  - b. Assignment of Holiday work at Stations shall be in accordance with Article 11, Section 2, and the following order of assignment:
    - (1) Employees regularly assigned to that Station, who volunteer for their holiday or designated holiday
    - (2) Station Floaters who volunteer for their holiday or designated holiday
    - (3) Employees regularly assigned to that Station, who volunteer for their SDO
    - (4) Station Floaters who volunteer for their SDO
    - (5) Employees regularly assigned to that Station, and available Floaters, who do not volunteer, by inverse seniority. Employees for whom the day is a holiday or designated holiday shall be assigned before employees for whom the day is an SDO.



## ARTICLE 37 CLERK CRAFT

### SECTION 3. HOLIDAY SECTIONS (continued)

- F. For these purposes, employees detailed within the Clerk Craft outside of the Sections of their regular duty assignments or unencumbered shall sign up and be assigned in the Sections to which they are detailed.

### SECTION 4. POSTING

- A. Proxy bids for employees on leave shall be permitted.
- B. If it is proposed to change the duties, principal assignment area or scheme knowledge requirements of a duty assignment, the Union President shall be consulted. If agreeable to both parties, the change shall be made without reposting the assignment for bid. If such agreement cannot be reached, the assignment shall be reposted.
- C. If it is proposed to change the starting time of an assignment in excess of the one hour, or if there have been cumulative changes of more than one hour in the starting time, the Union President shall be consulted. If agreeable to both parties, the change shall be made without reposting the assignment for bid. If such agreement cannot be reached, the assignment shall be reposted. Under no circumstances will the incumbent of an assignment be allowed to accept a change, or cumulative change in reporting time of more than one hour without prior approval of the Union President.
- D. Bid notices shall be posted on the tenth (10th) day of each month. Bid results will be posted ten (10) days following the close of posting. Should the tenth (10th) day fall on a Saturday, Sunday or Holiday, bid notices and/or results will be posted on the first business day following. Positions vacated during or by the previous posting will be posted unless reverted or held for review.
- E. The successful bidder shall be placed in the new assignment within twenty-one days except in the month of December.
- F. Copies of all Clerk Craft bids and best-qualified job offerings shall be posted behind glass on all three floors of the Plant.
- G. When a duty assignment is forfeited to the second senior bidder under terms of Article 37, Section 3.F.3 or 4 of the National Agreement, notice of award to the second senior bidder shall be posted in the next regular bid results posting that occurs not less than five (5) days following the date of forfeiture.

**ARTICLE 37  
CLERK CRAFT**

**SECTION 5. REASSIGNMENT**

Sections identified for purposes of reassignments shall be the same as those identified for vacation sign-up, with exception noted below:

Each Station or Branch shall comprise a Section.



**ARTICLE 38  
MAINTENANCE CRAFT**

**SECTION 1. OVERTIME**

- A. Maintenance Craft overtime opportunities will be filled from the applicable "Overtime Desired List" by seniority with consideration given to necessary skills.
- B. The following Sections are established for the purpose of the "Overtime Desired List" for the Maintenance Craft (within each tour and facility as applicable):

**1. Oakland Processing and Distribution Center and Maintenance capable offices**

- a. Group Leader
- b. Custodial Laborer
- c. Custodian
- d. Material Handlers
- e. Electronic Technician
- f. Mail Processing Equipment Mechanic
- g. Maintenance Mechanic MPE-04
- h. Maintenance Mechanic MPE-05
- i. Building Equipment Mechanic
- j. Maintenance Mechanic BEM
- k. Elevator Mechanic
- l. Carpenter
- m. Maintenance Electrician
- n. Machinist
- o. Plumber
- p. Painter
- q. Welder
- r. Maintenance Support Clerk-05
- s. Maintenance Support Clerk-06
- t. Clerk Typist

## ARTICLE 38 MAINTENANCE CRAFT

### SECTION 1. OVERTIME (continued)

#### 2. Field Maintenance Operations

- a. Area Maintenance Technician
- b. Area Maintenance Specialist
- c. Building Equipment Mechanic
- d. Maintenance Mechanic
- e. Letter Box Mechanic

#### 3. Oakland District All Stations and Branches.

- a. Group Leader
- b. Custodial Laborer
- c. Custodian
- d. Building Equipment Mechanic
- e. Area Maintenance Specialist
- f. Maintenance Mechanic PS-05
- g. Maintenance Operations Support Clerk

### SECTION 2. LEAVE

A. The choice vacation period for Maintenance Craft is the entire leave year. The percentage of employees off is as follows:

1. Twelve percent (12%) off from 5/1 through 8/31.
2. Nine percent (9%) off from 1/1 through 4/30 and 9/1 through 11/30.
3. Five percent (5%) off from 12/1 through 12/31.

B. Within the Maintenance Craft the following Sections are established for vacation sign-up purposes (within each tour and facility as applicable):

#### 1. Oakland Processing and Distribution Center and Maintenance capable offices.

- a. Group Leader
- b. *Custodial Laborer*
- c. *Custodian*
- d. Material Handlers
- e. Electronic Technician
- f. Mail Processing Equipment Mechanic
- g. Maintenance Mechanic MPE-04
- h. Maintenance Mechanic MPE-05
- i. Building Equipment Mechanic
- j. Maintenance Mechanic BEM
- k. Elevator Mechanic

**ARTICLE 38  
MAINTENANCE CRAFT**

**SECTION 2. LEAVE (continued)**

- I. Carpenter
- m. Maintenance Electrician
- n. Machinist
- o. Plumber
- p. Painter
- q. Welder
- r. Maintenance Support Clerk-06
- s. Maintenance Support Clerk-07
- t. Clerk Typist

**2. Field Maintenance Operations**

- a. Area Maintenance Technician**
- b. Area Maintenance Specialist**
- c. Building Equipment Mechanic**
- d. Maintenance Mechanic**
- e. Letter Box Mechanic**

**3. Oakland District All Stations and Branches**

- a. Group Leader**
- b. Custodial Laborer**
- c. Custodian**
- d. Building Equipment Mechanic**
- e. Area Maintenance Specialist**
- f. Maintenance Mechanic PS-05**
- g. Maintenance Operations Support Clerk**

**SECTION 3. HOLIDAY**

- A. The following Sections are established for the purpose of holiday scheduling in the Maintenance Craft, by Craft seniority with consideration given to necessary skills (within each tour and facility as applicable).

**1. Oakland Processing and Distribution Center and Maintenance capable offices**

- a. Group Leader
- b. Custodial Laborer
- c. Custodian
- d. Material Handlers
- e. Electronic Technician
- f. Mail Processing Equipment Mechanic
- g. Maintenance Mechanic MPE-04
- h. Maintenance Mechanic MPE-05

**ARTICLE 38  
MAINTENANCE CRAFT**

**SECTION 3. HOLIDAY (continued)**

- i. Building Equipment Mechanic
- j. Maintenance Mechanic BEM
- k. Elevator Mechanic
- l. Carpenter
- m. Maintenance Electrician
- n. Machinist
- o. Plumber
- p. Painter
- q. Welder
- r. Maintenance Support Clerk-05
- s. Maintenance Support Clerk-06
- t. Clerk Typist

**2. Field Maintenance Operations**

- a. Area Maintenance Technician
- b. Area Maintenance Specialist
- c. Building Equipment Mechanic
- d. Maintenance Mechanic
- e. Letter Box Mechanic

**3. Oakland District All Stations and Branches**

- a. Group Leader
- b. Custodial Laborer
- c. Custodian
- d. Building Equipment Mechanic
- e. Area Maintenance Specialist
- f. Maintenance Mechanic PS-05
- g. Maintenance Operations Support Clerk

**SECTION 4. POSTING**

- A. Maintenance Craft
  - 1. Proxy bids for employees on leave shall be permitted.

**ARTICLE 38  
MAINTENANCE CRAFT**

**SECTION 4. POSTING** (continued)

2. If it is proposed to change the starting time of an assignment two or more hours, the Union President shall be consulted. If agreeable to both parties, the change shall be made without reposting the assignment. If such agreement cannot be reached, the assignment shall be reposted by Notice of intent.
3. If it is proposed to change the duties or principal assignment area of a duty assignment, the Union President shall be consulted. If agreeable to both parties, the change shall be made without reposting. If such agreement cannot be reached, the assignment shall be reposted by Notice of Intent.

**SECTION 5. REASSIGNMENTS**

Sections identified for purposes of reassignment shall be the same as those identified for vacation sign-up except that each separate job classification in Building Maintenance shall comprise a Section, by Tour.

**ARTICLE 39  
MOTOR VEHICLE CRAFT**

**SECTION 1. OVERTIME**

- A. The following Sections, by Tour, are established for the purpose of the "Overtime Desired" List in the Motor Vehicle Craft:
  1. **Vehicle Operations**
    - a. Vehicle Dispatch Clerks
    - b. Bulk Mail Assistant Clerks /Traffic Control Technicians
    - c. Vehicle Operations Office Clerks
    - d. Tractor-Trailer Operators
    - e. Vehicle Schedule Examiner
    - f. Motor Vehicle Operators
    - g. Driver Instructor Examiners
  2. **Vehicle Maintenance**
    - a. Oakland VMF Mechanics, Lead Mechanics, Analysts
    - b. Hayward Auxiliary Mechanics, Lead Mechanics, Analysts
    - c. Walnut Creek Auxiliary Mechanics, Lead Mechanics, Analyst

## ARTICLE 39 MOTOR VEHICLE CRAFT

### SECTION 1. OVERTIME (continued)

- d. Oakland VMF Jr. Mechanics, Garagemen, Tiremen
  - e. Hayward Aux. Jr. Mechanics, Garagemen, Tiremen
  - f. Walnut Creek Aux. Jr. Mechanics, Garagemen, Tiremen
  - g. Body & Fender Repairmen, Painters
  - h. Storekeepers, Tools & Parts Clerks
  - i. Vehicle Maintenance Office Clerks
- B. When signing up for the "Overtime Desired" List employees will be given an opportunity to indicate whether they wish to volunteer for overtime opportunities on Tours other than that to which they are regularly assigned.
- C. If a Tour's "Overtime Desired" List does not provide sufficient employees for SDO overtime, employees on that Section's ODL for other Tours, who have volunteered for overtime assignments on other Tours, shall be selected in seniority order on a rotating basis.

### SECTION 2. LEAVE

- A. Proxy bids for employees on leave shall be permitted.
- B. Within the Motor Vehicle Craft, the following Sections are established for vacation sign-up purposes:
1. **Vehicle Operations**
    - a. Vehicle Dispatch Clerks
    - b. Bulk Mail Assistant Clerks/Traffic Control Technicians
    - c. Vehicle Operations Office Clerks
    - d. Tractor-Trailer Operators
    - e. Vehicle Schedule Examiner
    - f. Motor Vehicle Operators
    - g. Driver Instructor Examiners
  2. **Vehicle Maintenance**
    - a. Oakland VMF Mechanics, Lead Mechanics, Analysts by Tour
    - b. Hayward Auxiliary Mechanics, Lead Mechanics, Analysts
    - c. Walnut Creek Auxiliary Mechanics, Lead Mechanics, Analysts
    - d. Oakland VMF Jr. Mechanics, Garagemen, Tiremen
    - e. Hayward Aux. Jr. Mechanics, Garagemen, Tiremen
    - f. Walnut Creek Aux. Jr. Mechanics, Garagemen, Tiremen
    - g. Body & Fender Repairmen, Painters
    - h. Storekeepers, Tools & Parts Clerks
    - i. Vehicle Maintenance Office Clerks

**ARTICLE 39  
MOTOR VEHICLE CRAFT**

**SECTION 2. LEAVE** (continued)

- C. The choice vacation period for the Motor Vehicle Craft will be the entire year. The percentages of employees allowed off for purposes of annual leave sign-up will be as follows:

**1. Vehicle Operations**

- a. Nine percent (9%) off 1/1 thru 11/30
- b. The allotted slots beginning 12/1 thru 12/24 are as follows:
  1. Tractor Trailer Operators – Four (4) slots.
  2. Motor Vehicle Operators – Four (4) slots.
- c. The allotted slots beginning 12/25 thru 12/31 are as follows:
  1. Tractor Trailer Operators – Five (5) slots.
  2. Motor Vehicle Operators – Three (3) slots.

**2. Vehicle Maintenance**

The same number of employees shall be allowed off on Annual Leave each week of the year, January 1 through December 31. The number allowed off shall be as follows:

- a. Mechanics, Lead Mechanics and Analysts  
Oakland VMF — T-2 two (2) per week, T-3 Two (2) per week  
Hayward Auxiliary — one (1) per week  
Walnut Creek Auxiliary — one (1) per week
- b. Junior Mechanics, Garagemen and Tiremen  
Oakland VMF — one (1) per week  
Hayward Auxiliary — one (1) per week  
Walnut Creek Auxiliary — one (1) per week
- c. Body and Fender Repairmen, Painters — one (1) per week
- d. Storekeepers, Tools and Parts Clerks — one (1) per week
- e. Vehicle Maintenance Office Clerks — one (1) per week

**SECTION 3. HOLIDAYS**

- A. The following Sections are established for the purpose of holiday scheduling for the Motor Vehicle Craft by Tour:

**1. Vehicle Operations**

- a. Vehicle Dispatch Clerks
- b. Bulk Mail Assistant Clerks/Traffic Control Technicians



**ARTICLE 39  
MOTOR VEHICLE CRAFT**

**SECTION 3. HOLIDAYS** (continued)

- c. Vehicle Operations Office Clerks
- d. Tractor-Trailer Operators
- e. Vehicle Schedule Examiner
- f. Motor Vehicle Operators
- g. Driver Instructor Examiners

**2. Vehicle Maintenance**

- a. Oakland VMF Mechanics, Lead Mechanics, Analysts
- b. Hayward Auxiliary Mechanics, Lead Mechanics, Analysts
- c. Walnut Creek Auxiliary Mechanics, Lead Mechanics, Analysts
- d. Oakland VMF Jr. Mechanics, Garagemen, Tiremen
- e. Hayward Aux. Jr. Mechanics, Garagemen, Tiremen
- f. Walnut Creek Aux. Jr. Mechanics, Garagemen, Tireme
- g. Body & Fender Repairmen, Painters
- h. Storekeepers, Tools & Parts Clerks
- i. Vehicle Maintenance Office Clerks

**SECTION 4. POSTING**

- A. Proxy bids for employees on leave shall be permitted.
- B. If it is proposed to change the duties or principal assignment area of a duty assignment, the Union President shall be consulted. If agreeable to both parties, the change shall be made without reposting. If such agreement cannot be reached, the assignment shall be reposted.
- C. If it is proposed to change the starting time of an assignment in excess of two hours, the Union President shall be consulted. If agreeable to both parties, the change shall be made without reposting the assignment. If such agreement cannot be reached, the assignment shall be reposted.
- D. When requested all full-time regular Motor Vehicle Operators, Tractor/Trailer Operators and Bulk Mail Assistant Clerk assignments shall be posted for bid once each calendar year. Assignments will be posted for bid by the first full week of November and no later than the first full week of December. Employees will be placed on their bid assignments by the second pay period of January.
- E. Bid notices shall be posted for ten (10) days.
- F. The successful bidders shall be placed in the new assignment within twenty-one (21) days except in the month of December.

**ARTICLE 39  
MOTOR VEHICLE CRAFT**

**SECTION 5. REASSIGNMENTS**

Sections identified for purposes of reassignment shall be the same as those identified for purposes of vacation sign-up.

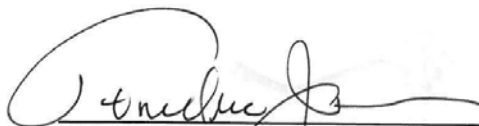


This MEMORANDUM is entered into and agreed upon.

**IN WITNESS WHEREOF:**

  
\_\_\_\_\_  
JAMES E. RAY  
MANAGER, IN-PLANT SUPPORT  
CHIEF NEGOTIATOR  
UNITED STATES POSTAL SERVICE

10/1/11  
DATE

  
\_\_\_\_\_  
FREDRIC JACOBS  
PRESIDENT, AMERICAN POSTAL WORKERS UNION  
CHIEF NEGOTIATOR  
OAKLAND LOCAL 78

10/1/11  
DATE