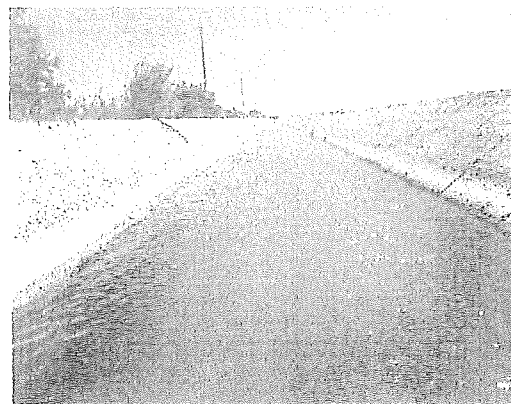




2006 – 2010



## Local Memorandum of Understanding

Between the

United States Postal Service

Avondale/Goodyear Post Office

And the

American Postal Workers Union, AFL-CIO

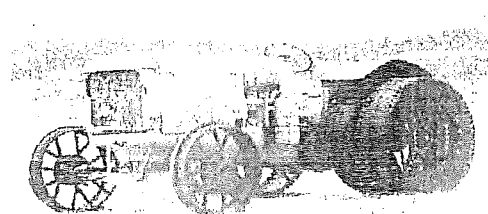
Phoenix Metro Area Local

Kelly Strong, Postmaster

Avondale/Goodyear Post Office

Mary Lou Pavoggi, President

Phoenix Metro Area Local



## Table of Contents

<u>Title</u>	<u>Item</u>	<u>Page</u>
Wash-up	1	1
Basic Work Week	2	2
Guidelines for Curtailment or Termination of Postal Operations	3	1-2
Formulation of Local Leave Program For All APWU Crafts	4	2-3
Duration of Choice Vacation Period	5	3
Determination of the Beginning Day Of the Employees' Vacation	6	3
Choice Period Options	7	4
Convention Time and Jury Duty	8	4
Number or Employees Allowed off Each annual leave week.	9	4-5
Vacation Approval Notices	10	5
Notice of Leave Year	11	5
Application for Annual leave after The close of Choice Vacation	12	6-7
Holiday Scheduling	13	7-8
Overtime Desired List	14	8-9

Light Duty	15	9
Establishing Light Duty Assignments	16	9-10
Sections for Reassignment	18	10
Parking	19	11
Union Leave	20	11
Labor/Management Committee Meetings	21	11-12
Posting and Bidding	22	12

## Item 1

### Wash – Up

Wash-up time shall be provided those employees who perform dirty work or work with toxic materials according to the following rules:

1. Wash-up time not to exceed five minutes may be granted before lunch and at the end of the workday
2. All employees are requested to limit themselves to the time necessary on a daily basis

**Management will comply with all directives concerning wash up times for biochemical agents.**

## Item 2

### Basic Work Week

**All full time regular employees in the APWU crafts shall have either a fixed five-day work week or rotating days off.**

## Item 3

### Guidelines for Curtailment or Termination of Postal Operations

**In case of curtailment or termination of Postal Operations, the Local President of the APWU or designee will be notified as soon as possible of any such action.**

**Anytime the Postmaster or designee, due to conditions such as those listed below makes a determination to curtail or terminate Postal Operations, they may authorize administrative leave while the condition exist to the involved employee.**

1. Act of God.
2. Any police action preventing employee from reaching work which does not arise out of any action on the part of the involved employees.
3. At anytime the area is ordered to be evacuated by civil authorities.
4. In cases where it has been found that biochemical agents and or infectious diseases has been introduced through the local mail stream.

**In the event of a curtailment or termination of Postal Operations, Management shall attempt to notify all involved employees.**

**In cases where a breakdown of heating or cooling units results in abnormally warm or cold temperatures, the responsible manager will consider taking such appropriate action as increasing the length or number of break periods, reassignment of employees to other work areas or temporarily rescheduling of employees.**

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

#### **Item 4**

##### **Formulation of Local Leave Program for all APWU Crafts**

- 1. The employer shall no later than November 1<sup>st</sup> of each year, shall post a listing showing the number of employees who can be granted annual leave during the Choice Vacation period and the duration of the Choice Vacation period.**
- 2. Selections of choice vacation periods shall be acted on in the following manner: All 1<sup>st</sup> choice selections will be acted on by seniority. Then all second choices will be acted upon by seniority.**
- 3. Beginning November 15<sup>th</sup> of each year, applications will be accepted for choice vacation periods.**
- 4. Employees shall have ten (10) calendar days to complete their selection and return the Form 3971 to their supervisor.**
- 5. Any employee who fails to make a choice within this period shall be placed at the bottom of the list and shall not be permitted to make a selection until all other employees who have submitted their choice vacation request have been approved.**
- 6. The supervisor has until December 31<sup>st</sup> to complete and post the choice vacation schedule.**
- 7. If duplicate requests for the same period are received beyond the percentages allowed, the senior employee shall be given the leave period. The junior employee must resubmit within three days after notification of disapproval for an open period for choice vacation.**
- 8. All advance commitments for granting annual leave must be honored except serious emergency situations.**
- 9. Care shall be exercised to ensure that no employee is required to forfeit any part of their annual leave.**

10. Cancellation of vacation periods will be permitted only for justifiable reasons such as illness in family or other circumstances agreed upon by management and the union. All requests for cancellation of leave must contain the current leave hours. The Union and Management must be notified at least the (10) days prior to the vacation date, except in emergencies, and the final decision will be made by the installation head or his/her designee. All cancelled leave will be immediately posted to allow other employees to take leave in the same period. Request for annual leave for this time period will be awarded in the order listed below:

1. Request for the total time of cancellation, by seniority.
2. Request for the largest amount of leave by seniority.
3. All other requests by seniority.

#### Item 5

##### Duration of the Choice Vacation Period

The Choice Vacation period for the APWU craft employees shall be **January through December.**

#### Item 6

##### Determination of the Beginning Day of Vacation

The vacation period shall start on the first day of the employee's basic workweek. First day of the basic workweek is defined as the day immediately following the employee's scheduled days off. Exceptions may be granted by agreement among the employee, the Union representative, and employer. In case of split days off, after the first scheduled day off.

## Item 7

### Choice Period Options

Employees may request two vacation selections during the choice vacation periods in increments of five (5), ten (10), or fifteen (15) consecutive days, in accordance with the National Agreement. Employees shall be allowed one selection of five (5), ten (10) or fifteen (15) consecutive days on their first choice. Employees must identify their selections by first and second choice. All first choice selections will be acted upon by seniority prior to consideration of employees' second choice. Thereafter, the second choice will also be acted upon by seniority.

## Item 8

### Convention Time and Jury Duty

Employees who are called for jury duty or military duty during their scheduled choice vacation or who attend a National, State, or Regional convention (assembly) during the choice vacation period, are eligible for another available period provided this does not deprive any other employee of their scheduled vacation (s).

## Item 9

### Number of Employees allowed off each Annual Leave Week

#### A. Choice Vacation

Thirteen (13) percent of the employee complement shall be allowed to take choice vacation leave from February through November, with a minimum of one. January and December, will be at six (6) percent with a minimum of one. If a fraction of .50 or above occurs, it will be rounded up.

B. Employees will notify management a minimum of ten (10) days prior to canceling pre-approved annual leave. Cancellation of pre-approved annual leave with less than (10) days notice will be at management's discretion unless the cancellation is due to an emergency or serious illness. Should an employee(s) cancel pre-approved annual leave, management shall immediately post a notice of cancellation(s) for seven (7) days, and award by seniority. If cancellation is less than seven days in advance, the leave time will be posted for 72 hours.

C. Identification of a Section.

For the purpose of choice vacation scheduling, holidays, and overtime, a section is defined as installation.

Any new sections will be discussed with the Union.

Item 10

Vacation Approval Notices

The Form 3971 signed by the employee's supervisor approving the annual leave shall be official notification that the choice vacation leave is approved. The employee will receive a signed duplicate.

Item 11

The employee shall not later than November 1<sup>st</sup>, publicize on the 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.

The following dates indicate the official Postal Service leave year, not the choice vacation period.

Leave year	Begin	Ends
2008	January 5, 2008 PP 02-2008	January 2, 2009 PP 01-2009
2009	January 3, 2009 PP 02-2009	January 1, 2010 PP 01-2010
2010	January 2, 2010 PP 02-2010	December 31, 2010 PP 01-2011
2011	January 1, 2011 PP 02-2011	January 13, 2012 PP 03-2012



## Item 12

### Applications for Annual Leave for after the close of Choice Vacation

Annual leave selections for those remaining time period(s) available after the close of the choice vacation selection is completed will be available to employees on a first come first serve basis. Form 3971's received on the same tour of duty for the same period will be awarded by seniority. Up to ten (10) percent of the employees in a section will be permitted annual leave for **February through November and six (6) percent for January and December** with a minimum of one employee, subject to the following conditions:

1. Employees must submit Form 3971 to their immediate supervisor a minimum of ten (10) days in advance of the requested annual leave date.
2. Annual leave requests must be in increments of eight (8) hours or more.
3. Employee(s) may cancel pre-approved leave but must notify management a minimum of ten (10) days prior to the start of the leave. Cancellation of pre-approved annual leave with less than ten (10) days notice will be at management's discretion unless the cancellation is due to an emergency, illness or some other justifiable reason. Should an employee cancel pre-approved annual leave, management shall immediately post a notice of the cancellation. Requests for annual leave will be awarded in the order listed below:
  - a. Requests for the total time of cancellation by seniority
  - b. Requests for the largest amount of leave by seniority
  - c. All other requests by seniority.

If an employee in the section is on long-term leave (consisting of more than seven (7) days) for reasons of health, a thirteen percent rule will apply, and the employee on the long term leave will be included in the computation of this thirteen percent factor.

### Submission for Short Term Annual Leave All Crafts

1. When eight hours or less of annual leave is requested for use within seven days, and the Form 3971 is personally submitted to the employee's immediate supervisor within the first two hours of duty, management will render a decision within that tour of duty.

2. When eight hours or more of annual leave is requested for use within 30 days, and the Form 3971 is personally submitted to the employee's immediate supervisor within the first two hours of duty, management will render a decision within two working days.
3. **When 8 hours or more of annual leave is requested beyond 30 days and the Form 3971 is submitted to the employee's immediate supervisor, management shall render a decision within 7 days.**
4. Those request for same day annual leave submitted within the first hour of duty will be acted upon no later than one hour before the requested annual commences.

**Where no action has been taken within the time frames cited, the request for annual leave shall be approved.**

#### Item 13

#### Holiday Scheduling

#### Clerk Craft

The following shall be the method of selection when it is determined that it is necessary for employees to work on a holiday.

1. Mandate all PTF's
2. Volunteers from full time employees normally scheduled to work on a holiday, by seniority.
3. Volunteers from full time employees normally scheduled off on the holiday, by seniority.
4. Full time employees mandated to work on a holiday will be by inverse seniority of those whose designated holiday it is.
5. Full time employees mandated to work on a holiday will be by inverse seniority of those employees whose scheduled day off it is.

### **Maintenance Craft**

Holiday scheduling will be by occupational group and level. The following shall be the method of selection for employees who work on a holiday.

1. Volunteers from full time regular employees normally scheduled to work on a holiday, by seniority.
2. Volunteers from full time regular employees normally scheduled off on the holiday, by seniority.
3. Full-time employees normally scheduled to work on the holiday shall be mandated by inverse seniority.

No employee will be excused from duty on a holiday or day designated as a holiday solely because of approved annual leave in conjunction with that holiday. This does not apply to choice vacation selections

### **Item 14**

### **Overtime Desired List**

#### **Clerk Craft**

Management will post an "overtime desired list" **installation wide**. Full-time regular employees possessing the necessary skills may place their names on the list.

#### **Maintenance Craft**

**An overtime desired list shall be posted in the Maintenance Craft for each occupational group, level by tour and installation.**

## **Overtime Administration All Crafts**

Employees who sign the OTDL have the option to sign for a 6<sup>th</sup> day. The 6<sup>th</sup> day OTDL will be rotated on a day to day basis.

Whenever a part time flexible is converted to full time during a calendar quarter, he/she will have the opportunity to sign the overtime desired list. The newly converted employee shall have seven (7) days from the date of conversion to sign the overtime desired list (s).

Employees on the overtime desired list (s) can withdraw their names from the list in writing at any time during the quarter. The withdrawal will be effective the day after it is submitted, and the employee is responsible for working the overtime they have already been scheduled for within the next seven (7) days. The employee must stay off the overtime desired list for the rest of the quarter.

### **Item 15**

#### **Light Duty**

Each request for temporary light duty assignment shall be adjudicated on its own basis and temporary light duty assignments shall be granted at that time if deemed warranted by the situation at hand. No regular employee on a bid job will be adversely affected because of light duty assignment.

### **Item 16**

#### **Establishing Light Duty Assignments**

When an employee requests light duty, the USPS will make every effort toward assigning the employee to light duty consistent with the employee's medically defined work limitation. In assigning such light duty, the USPS should minimize any adverse or disruptive impact on the employee. The following considerations will be given in effecting such light duty assignments:

1. Modifying the existing assignment
2. Reassignment in craft within the same hours as the employee's regular duty assignment.
3. Modification of hours on the same tour as the employee's regular duty assignment.
4. Reassignment within craft on another tour.

When on the basis of medical evidence, management determines that an employee is eligible for a permanent light duty assignment, the following will apply:

1. There shall be no official permanent light duty section or work areas.
2. No regular employee on a bid job will be adversely affected because of light duty of others.

### Item 17

#### Light Duty Assignments

Employees who are awarded a light duty assignment that prevents them from performing the full duties of their bid job will have their job consist of but not limited to the following light duty.

The term "light duty" as specified in this memorandum shall consist of any duties the employee can perform that fall within the employee's medical limitations.

**Copies of all light duty assignments in the APWU crafts will be given to the Union President or his/her designee.**

### Item 18

#### Sections for Reassignment

##### Clerk Craft

For the purpose of reassignment, the identification of assignments comprising a section, when it is proposed to reassign within an installation employees' excess to the needs of a section, a section is identified by installation.

##### Maintenance Craft

**For the purpose of reassignment, when it is proposed to reassign within an installation employees' excess to the needs of a section, the entire installation shall be considered a section and excessing will occur by occupational group and level.**

## Item 19

### Parking

The designated parking spaces for craft employees will be on a first-come, first serve basis. Reasonable efforts shall be made to make the parking spaces designated for employee parking as safe as possible. **The APWU will be allotted one (1) reserved space at each of the facilities.**

## Item 20

### Union Leave

**Annual leave to attend Union activities will not be charged to the APWU representative's choice vacation period.**

## Item 21

### Labor/Management Committee Meetings

1. Regular scheduled Labor/Management Committee meetings between the crafts of the APWU and Management shall be once per postal quarter.
2. These meetings will be scheduled for January, April, July and October. Any item not resolved will become the first order of business at the next scheduled meeting.
3. Agenda items to be discussed must be presented by either or both parties no later than 14 days in advance of the scheduled meeting date.
4. Agenda items to be discussed must be limited to areas that cannot be resolved at the unit level and require consideration on policy making decisions at the installation level.
5. If no agenda items are submitted by either party, the scheduled meeting for the quarter will be considered canceled.
6. Management agrees to take note of the dispositions arrived at in meetings and furnish five copies to the President of the APWU, or his/her designee, for signature. APWU objection to disposition of the items shall be noted.

## Bulletin Boards

Management will supply the APWU with a bulletin board at the Avondale/Goodyear facilities.

## Seniority Lists

Posting and furnishing of an updated seniority list shall be made on a semi-annual basis for all APWU crafts. Any error in the seniority list shall cause the corrected page to be re-posted within seven days.

## Item 22

### Posting and Bidding Procedures

#### Clerk Craft

- A. All newly established clerk craft duty assignments shall be posted to clerk craft employees eligible to bid within 28 days.
- B. Vacant clerk full time duty assignments shall be posted to full time employees eligible to bid within 28 days.
- C. The notice shall remain posted for ten (10) calendar days.
- D. The successful bidder shall be placed in the new assignment within fourteen (14) days after bidding is completed.
- E. Any regular position will be re-posted if a change is made of more than one hour from the original posted start time.
- F. The local APWU President or designee will be notified by management when a determination is to be made concerning a sufficient change of duties, principle assignment area or scheme knowledge requirement to cause the duty assignment to be re-posted. The local APWU President shall make the determination on whether or not the bid job should be re-posted. Should the local APWU President/designee request that the job be re-posted, it shall be.

**G. Prior to re-posting of any occupied jobs, management will consult with the APWU President or designee in regards to day off, hours and duties.**

**H. Back-Up Procedures**

The following applies to back-up bidder receiving jobs after the close of bids and before the award announcement. Employees who are awarded a back-up bid and will be awarded a bid position on the current cycle will be given the option of accepting the previous job or the current position. In addition, the employee will only be charged for one (1) bid regardless of which job is selected. Failure to respond to the option of keeping the back up award will result in the employee being awarded the latest bid.

**Maintenance Craft**

**A. When a vacant or newly established duty assignment is to be filled, management shall post a notice of intent for a period of seven (7) days.**

**B. All vacant duty assignments shall be posted by notice of intent within thirty (30) days from when the vacancy occurs.**

**C. Newly established or vacant duty assignments shall be filled by senior employees on the appropriate preferred assignment registers established on the basis of assignment selection forms submitted by maintenance craft employees.**

**1. Within the first fourteen days of each January, Management will post a notice advising maintenance employees of the opportunity to submit changes in preferred assignment selections.**

**3. Maintenance employees will have until January 31, to indicate preference (s) for any vacancies that may occur during that year.**

**D. A position will be re-posted if a change is made of more than one hour from the original posted start time.**