

November 21, 2010 – May 20, 2015

Local Memorandum of Understanding

Between

The United States Postal Service

Glendale Arizona

And

The American Postal Workers Union, AFL-CIO

Phoenix Metro Area Local

In Witness Whereof:

Billy B. Garrett, Postmaster

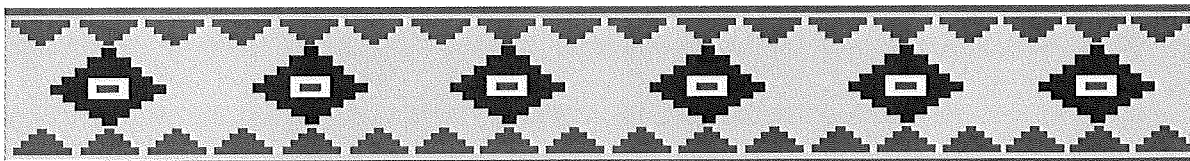
Mary Lou Pavoggi, President

10/24/11

Date

10-20-11

Date



Glendale LMOU
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ITEM 1
WASH UP TIME

When an employee performs dirty work or work with toxic materials they will not be denied reasonable wash up time, to include prior to lunch and end of tour. Management will comply with all directives concerning wash up times for biochemical agents. Only the time necessary for wash up should be used not to exceed 5 minutes.

ITEM 2
WORK WEEK

All (traditional) fulltime regular employees shall have either a fixed 5 day or rotating days off work week. Non-Traditional Full Time employees shall have a fixed work week.

ITEM 3
**GUIDELINES FOR CURTAILMENT
OR
TERMINATION OF POSTAL OPERATIONS**

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

The Postmaster or designee may make a determination to curtail or terminate Postal Operations due to the following conditions:

1. Acts of God
2. Any police action preventing employees from reaching work which does not arise out of any action on the part of the involved employees.
3. At any time the area is ordered to be evacuated by Civil Authorities.
4. Act of terrorism.

In cases where a breakdown of heating or cooling units in abnormally warm or cold temperatures, the responsible manager will consider taking such appropriate action including but not limited to increasing the length or number of break periods; reassignment of employees to other work areas, or temporary rescheduling of employees.

When an alleged explosive device has been discovered or a threat or act of terrorism has been 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.

In the event of a curtailment or termination of postal operations, management shall attempt to notify all employees. The Postal Service will have the right to relocate employees to different facilities in order to process the mail.

ITEM 4

LEAVE PROGRAM

No later than November 1st, the APWU will designate a vacation clerk in each facility. The Union, in conjunction with management, will be responsible for the administration and maintenance of the leave board. The parties will ensure that the leave board is current, that all leave is properly posted, that all remaining open dates are indicated, and that all cancelled leave is reposted. Management will afford time for the vacation clerk on a daily basis, if necessary, to post annual leave requests/cancellations in a timely manner.

When an employee is on sick leave or some other leave, it shall be the responsibility of the supervisor and/or craft designee to make a reasonable attempt to notify such employee of the open period for Choice Vacation.

Annual leave charts, seniority rosters, and the official leave carry over notice will be posted by section no later than November 5th of each calendar year, showing the number of employees who can be granted annual leave during the upcoming choice vacation period as defined in Item 9.

It will be the employee's responsibility to sign up for sufficient leave to assure a balance of 440 or less of annual leave hours at the end of the leave year.

Commencing November 15th, selections for Choice Vacation will begin. Employees will submit multiple selections, designating each selection as 1st choice or 2nd choice,

Employees will have 5 days to make selections.

All selections will be awarded by seniority. All 1st choices will be acted upon prior to the 2nd choice. If duplicate requests for the same period are received, beyond the percentages allowed, the senior employee shall be given the leave and the junior employee will have 24 hours to submit a new choice.

Results will be posted no later than December 15th.

Whenever an APWU Craft employee is transferred from one facility and/or tour to another through reasons "for the good of the service" and not as a result of the bidding procedures, arrangements will be made to ensure this individual of his/her approved vacation selection.

When an APWU Craft employee is reassigned due to voluntary bid, his original approved Choice Vacation period will be granted. If there is a vacant slot at the gaining unit, the employee's name will be placed on the leave board at the gaining facility and removed from the leave board where the original selection was approved, and the vacancy will be posted for 3 days. **(Clarification on back page)**

ITEM 5

DURATION OF THE CHOICE VACATION PERIOD

The Choice Vacation Period will be from January 1st through December of each year.

ITEM 6

VACATION START TIME

Employee's vacation periods will begin on Monday.

ITEM 7

CHOICE VACATION

Commencing November 15th employees shall select their choice vacation periods in increments of 5, 10, or 15 consecutive days, in accordance with Article 10 of the National Agreement. Employees will be allowed 1 selection of 5, 10, or 15 days during first round. After all employees have had their first choice posted the process of posting, the second choices will begin. After all employees have been given the opportunity for 1st and 2nd choice, the process shall officially end.

Management will make every effort to honor reschedules to maximize the employee's choice selections.

Cancellation of any choice vacation must be in its entirety. The employee must submit the cancellation in writing 2 weeks prior to the beginning day of leave. The supervisor must immediately post the available selection for a 3 day period. The following method will be used in awarding of the canceled selections:

Request(s) will be accepted within the 1st 3 days from those junior employees to the canceling employee, beginning with the most senior employee.

If no requests are received within the 3 day period, the leave will be offered on a first come first serve basis.

ITEM 8

JURY DUTY, MILITARY LEAVE AND CONVENTION TIME

Employees who are called for military leave, jury duty, or who attend a National, State, or Regional Assembly/Conference during their scheduled choice vacation, are eligible for another available period, provided this does not deprive any other employee of their scheduled vacations.

ITEM 9

CHOICE VACATION

MAXIMUM NUMBER OF EMPLOYEES ALLOWED OFF

The maximum number of employees to be allowed annual leave during the choice vacation period for the month of December will be 1 employee per unit. For the periods of January and February there will be 10% allowed off in each section.

The maximum number of employees to be allowed annual leave during the choice vacation periods in March through November will be 15% of each section.

Any fraction of .5 will be rounded up to 1. If any of these percentages do not equal to 1 in a section, there will be at least 1 employee afforded leave during every vacation period.

For the purpose of vacation scheduling a section is identified as follows:

Career Clerks:

Main Office by tour

Downtown Station by tour

Arrowhead Station by tour

Maintenance by facility

Custodians shall be limited to only 1 each per facility receiving choice vacation per section.

Any new stations or Crafts will be discussed with the APWU President and Chief Steward.

The maximum set forth, as stated above, may be exceeded at any time based on the individual circumstances involved and the concurrence of the appropriate managing official.

ITEM 10

CHOICE VACATION NOTICES

The form 3971, submitted in duplicate, approved and signed by the employee's supervisor is the official notification of the leave being granted. The employees will receive a signed duplicate.

Vacation boards shall be posted at a mutually agreed upon location in each station.

ITEM 11
LEAVE YEAR

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

The following dates indicate the official Postal Service leave year, not the Choice Vacation period

<u>Leave Year</u>	<u>Begins</u>	<u>Ends</u>
2011	January 1, 2011 PP 02-2011	January 13, 2012 PP 01-2012
2012	January 14, 2012 PP 02-2012	January 11, 2013 PP 01-2013
2013	January 12, 2013 PP 02-2013	January 10, 2014 PP 01-2014
2014	January 11, 2014 PP 02-2014	January 10, 2015 PP 01-2015
2015	January 11, 2015 PP 02-2015	January 09, 2016 PP 01-2016

ITEM 12
ANNUAL LEAVE OTHER THAN CHOICE VACATION

At the completion of the choice vacation selections or no later than December 15th, remaining leave will revert to non-choice vacation leave. Percentages will be as follows:

10% for January, February, March, April, May, September, October, and November and 15% for June July, and August. Includes Memorial Day and Labor Day holiday weeks.

In addition to the above, during the month of December, 1 employee will be allowed off per unit.

Custodians shall be limited to 1 custodian per facility receiving annual leave on any 1 day.

Any clerk qualified in a special skill, (i.e. SSPC, bulk mail, rural timekeeping) shall be considered in the "one only on any one day" provision.

All leave requests under this item must be for the same leave year in which submitted.

All leave will be available on a first come, first serve basis.

Leave requests received on the same tour of duty, for the same time period, will be awarded by seniority

Employees shall request leave by submitting their 3971 in triplicate. Form 3971 shall be handed to the employee's immediate supervisor or designee will immediately acknowledge the request by returning a signed copy as received.

Submission for Short Term Leave

All short term leave requests for slots not yet filled will be approved provided the request is submitted no later than Tuesday (noon) prior to the leave week desired. Approval of leave requests made after Tuesday (noon) prior to the leave desired will be subject to operational needs.

Failure of the supervisor to act upon a leave request under the guidelines set forth shall render the leave approved:

- * Requests for same day annual leave, the 3971 shall be handed to the employee's immediate supervisor or designee within the first hour of duty shall be acted upon 1 hour before the annual leave commences.

Form 3971 shall be handed to the employee's immediate supervisor or designee within the first 2 hours of duty.

- Requests 8 hours or less, requested for use within 14 days shall be acted upon by the end of the employee's tour.
- Requests for 8 hours or more, requested within 30 days shall be acted upon within 3 calendar days.
- Requests for 8 hours or more beyond 30 days shall be acted upon within 14 days.

All advance commitments for granting annual leave must be honored except in emergencies.

Employees who wish to cancel pre-approved leave must notify management a minimum of 10 days prior to the start of the leave, Cancellation of leave with less than a 7 day notice will be at management discretion unless the cancellation is due to an emergency, illness, or some other justifiable reasons. Should an employee cancel pre-approved leave, management will post a notice of the vacant leave slots within 24 hours of the cancellation for a period of 3 days. Annual leave will be awarded as following

- *Leave requests for the total time of cancellation by seniority.
- *Leave requests for the largest amount of time of cancellation by seniority.
- *Remaining leave will be awarded on first come, first serve basis, except for same tour, same time period will be by seniority.

ITEM 13
HOLIDAY SCHEDULING

For the purpose of Holiday scheduling, Glendale Post Office will be considered 1 section by Facility, by Craft, and by Tour. For the purpose of Maintenance the section will be by facility, tour and occupational code.

The APWU President and/or designee along with the Postmaster and/or designee will be responsible for the administration of the Holiday Schedule.

The following shall be the method of selection for full and part time regulars by section to work during the Holiday period.

1. Volunteers from full time regular employees normally scheduled to work that day, by seniority. (Holiday or day designated as Holiday.)
2. Mandate all PSE's (Postal Support Employees)
3. Volunteers from full time regular employees normally scheduled off by seniority.
4. Mandate full time regulars by inverse seniority regardless of whether the day is the employee's scheduled day off or Holiday/day designated as Holiday.

ITEM 14
OVERTIME DESIRED LIST

For the purpose of Overtime, the Glendale Post Office will be considered 1 section by facility, by craft, and by tour.

Management will post the Overtime Desired Lists sign up sheet 2 weeks prior to the beginning of each quarter.

The Union in conjunction with management, will be responsible for monitoring and recording overtime opportunities on a daily basis and post said lists in a mutually agreed upon place.

Should an employee be absent the entire 2 week period prior to the start of the calendar quarter, the employee may place their name on the OTDLs by submitting a written request to the immediate supervisor within 24 hours of return to work. A copy at the letter will be given to the APWU steward.

Except in emergencies, the employer shall give all employees a one-hour notice for overtime. Emergencies shall be defined as those unpredictable occurrences such as, but not limited to, power failures, mechanical breakdowns, and other such circumstances wherein the employer has no advance warning.

Employees will have the option to sign 2 separate Overtime Desired Lists: a 6th day only and/or same tour OTDL. The 6th day list will be rotated on a daily basis. This process will be put into place effective Quarter 4, 2007 (October, November, December) and continue through Quarter 1, 2008 (January, February, March). At the conclusion of the trial period the parties have agreed to meet and analyze the OTDL process. It is mutually agreed that an opt out provision be granted should either party wish to withdraw from this process with 30 days prior notification.

The APWU President and/or designee along with the Postmaster and/or designee will be responsible for the administration of the OTDL to include the notification of employees deemed necessary to work overtime on a daily basis.

Those employees who sign the OTDL may remove their name from either or both lists by a written notification to the Union Steward and the immediate supervisor, but will not be able to sign up again until the following quarter.

Those employees who transfer or are reassigned into another facility will be allowed to sign the OTDL within 7 days after reporting to the new facility if they were on the OTDL at the prior facility.

The following order shall be followed for providing overtime needs in each craft:

- Employees on the OTDL shall be scheduled for overtime on a rotating basis, with the 1st opportunity of each new quarter to the senior employee

- Full time regulars who desire to volunteer by seniority

- If additional overtime is needed, full time regulars assigned to the section will be mandated by inverse seniority on a rotating basis.

ITEM 15

LIGHT DUTY-NUMBER OF ASSIGNMENTS

No official temporary light duty assignments will be established however, management and union recognize their responsibility to aid and assist both regular and part-time employees who through illness or injury are unable to perform their regularly assigned duties. When written requests for light duty assignments supported by medical evidence as so stipulated in the National Agreement, are received, each request will be adjudicated on its own basis. To the maximum extent practical, light duty assignments will be found within the requesting employee craft within Glendale

The amount of light duty available and the duration will be established by consultation between management, the employee, and the Local APWU President and/or designee at the time it is to be considered.

If any employee of another craft is to be assigned light duty in the APWU Crafts, the amount of duty time available, the hours and the duration shall be established by consultation with management, the employee, and the Local President and/or designee at the time such assignment is to be considered.

Copies of all light duty assignments will be sent to the Local APWU President

ITEM 16
LIGHT DUTY ASSIGNMENTS

Light duty assignments will not adversely affect any member of the regular work force. When requests for permanent light duty assignments are received, the Local APWU President and Chief Steward will be consulted.

ITEM 17
LIGHT DUTY ASSIGNMENT PROCEDURE

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

- A. To the extent that there is adequate work available within the employee's craft, in the work facility to which the employee regularly works; that work shall constitute the light duty to which the employee is assigned.
- B. If adequate duties are not available within the employee's work limitation tolerances in the craft and work facility to which the employee is regularly assigned, within the employee's regular hours of duty, other work may be assigned within that facility.
- C. If adequate work is not available at the facility within the employee's regular hours of duty; work outside the employee's regular schedule may be assigned as light duty. However, all reasonable efforts shall be made to assign the employee to light duty within the employee's craft and to keep the hours of light duty as close as possible to the employee's regular schedule.
- D. An employee may be assigned light duty outside of the work facility to which the employee is normally assigned only if there is not adequate work available within the employee's work limitation tolerances at the employee's facility. In such instances, every effort will be made to assign the employee to work within the employee's craft, within the employee's regular schedule, and as near as possible to the regular work facility to which normally assigned.

ITEM 18
REASSIGNMENTS

For the purpose of reassignment within an installation, the identification of assignments comprising a section, when it is proposed to reassign excess employees to the needs of a section, a section will be identified by facility, by craft, by tour

When excessing to the needs of the installation, the installation will be considered one section regardless of tour, by craft.

ITEM 19

PARKING

Parking will be on a first come first serve basis except in those slots designated as handicapped, station management, official government vehicles, car pool, and union representatives.

When plans are being formulated for new facilities, the local APWU President or designee will be consulted.

ITEM 20

UNION LEAVE

If the requested leave falls within the choice vacation period and if the request is submitted prior to determination of the choice vacation period schedule, it will be granted prior to making commitments for vacations during the choice period and will not be considered part of the total choice vacation plan for the facility.

ITEM 21

LABOR/MANAGEMENT MEETINGS

Local Labor/Management committee meetings will be held on a quarterly basis. Meetings will be scheduled in the months of February, May, August, and November of each year. The meetings will be held between the Postmaster and the APWU staff. Each party shall give the other party their agenda items 2 weeks prior to the ff of the scheduled month.

Items not placed on the agenda may be discussed by mutual consent

Additional meetings will be held in order to discuss timely issues.

Management will furnish the Local APWU President and Chief Steward a written summary of the meeting to the disposition of items discussed. These minutes, unless mutually agreed upon, will be furnished within 2 weeks following each meeting.

ITEM 22

SENIORITY REASSIGNMENTS AND POSTINGS

1. Temporary Reassignments

Management will recognize the application of seniority in the daily reassignment of employees from work area to work area. Inverse seniority would apply if it shall become necessary to require an employee to go outside of his/her work area. Recognized Union Stewards of APWU will remain in the bid section during reassignments.

2. Seniority Lists

Management will provide the seniority lists of all APWU crafts on a quarterly basis to the APWU President, to the Chief Steward, and shall post same for all employees within each facility,

3. Other Notices

Copies of all personnel notices, announcements, personnel rosters and personnel assignment summaries will be sent to the Local APWU President, and the Chief Steward. Also, copies of job postings, rosters, change in. duty assignments, and vacation schedules will be posted at all facilities for employees' access.

4. Posting

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 10 calendar days.

D. The successful bidder shall be placed in the new assignment within 14 days after bidding is completed.

E. Any regular position will be reposted 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 reposted. Should the APWU President determine that the job should be reposted due to the change; the job will be posted.

G. Residual Vacancies:

Full Time Duty Assignments

1. Follow the guidelines established regarding unencumbered assignments

I. Back Up Bidding Procedures

The following applies to back up bidders receiving jobs after the close of bids and be 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 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 assignments is to be filled. Management shall post a notice of intent for a period of 7 days.
- B. All vacant duty assignments shall be posted by notice of intent within 30 days from when 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 forms submitted by Maintenance Craft employees
- D. When the start time for a position is proposed to be changed by more than 2 hours from the original start time, it shall be reposted unless otherwise agreed between the parties.

Clarification Statement:

When an APWU Craft employee is reassigned due to voluntary bid, his original approved Choice Vacation period will be granted. If there is a vacant slot at the gaining unit, the employee's name will be placed on the leave board at the gaining facility and removed from the leave board where the original selection was approved, and the vacancy will be posted for 3 days.

Any employee reassigned due to a successful bid will have the opportunity to move all of their leave which was previously approved to the gaining unit provided those leave slots are open. Full weeks cannot be moved unless full weeks are available at the gaining unit. If the full week(s) are not available at the gaining unit the leave will remain on the losing units leave board. When and if such leave is moved to the gaining unit's board, the losing unit will post the vacated leave for 3 days.