

November 21, 2010 – May 20, 2015

## Local Memorandum of Understanding

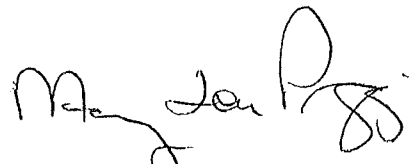
between  
the

United States Postal Service

and  
the

American Postal Workers Union, AFL-CIO  
Phoenix Metro Area Local

 11/3/11  
Stephen Rider  
Queen Creek, Arizona

 10/24/11  
Mary Lou Pavoggi  
Phoenix Metro Area Local

### **Item 1 – Additional or Longer Wash –up Periods**

Employees who work with toxic materials and/or grease shall be given ample wash-up time immediately before lunch break and immediately after the workday. All other employees shall be granted five (5) prior to lunch and before the end of their workday.

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

### **Item 2 – The Establishment of a Regular Work Week**

The regular's employee's normal workweek is five (5) service days, each consisting of eight (8) hours, with ten (10) consecutive hours. As far practicable the five days shall be consecutive days within the service week.

### **Item 3 – Guidelines for Curtailment or Termination of Postal Operations**

When the Postmaster considers curtailment or termination of any postal operation due to Acts of God, Civil Disorders, or for any other reason(s), the local APWU President will be consulted.


After a thorough review of Local Authority declarations when Postal Authorities declare an emergency condition exists which endangers the well being of a craft employee, they shall take proper action to alleviate such danger. Anytime the following conditions exist, but not limited thereto, all involved employees shall be granted Administrative Leave for the duration of the emergency:

1. An Act 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 employee;
3. At anytime the area is ordered to be evacuated by Civil Authorities;
4. At anytime the inside temperature of the work area reaches about 95 degrees or falls below 55 degrees, employees who fear for their safety and/or health may submit for a temporary transfer or a type of leave, and every consideration will be given to the employee's request. If leave will not be unreasonable denied.

The responsible manager will also consider taking such appropriate action including but not limited to increasing the length or number of break periods.

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 measurers have been taken by the proper authorities.

In cases where local authorities/bio-hazard experts have found the biochemical agents or infectious diseases (i.e. small pox) has been introduced through the local mail stream, management shall minimize the potential for exposure in accordance with the Management Instruction on emergency responses. Additionally, management upon direction of the local authorities/bio hazard expert may evacuate the immediate area until the emergency response team and or law enforcement team can arrive and take control of the incident. Should an area be deemed contaminated by the installation head on advice of city officials, the entire facility will be evacuated and employees will not be allowed to return until such time as the building has been cleared to enter by local authorities/bio-chemical experts. The Postal Service shall have the right to relocate employees to different facilities in order to process mail.

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**Item 4 – Formulation of Local Leave Program for All APWU Crafts:**

1. Beginning October 15<sup>th</sup> of each leave year, applications will be accepted for choice vacation selection(s).
2. The selection(s) shall be made by seniority beginning with the senior employee within a section.
3. Employees shall have until end of tour on November 30<sup>th</sup> to complete their selection(s) and return Form 3971 to their APWU Steward and/or designee.
4. Any employee who fails to make a choice within this period shall be placed at the bottom of the section's list and shall not be permitted to make a selection until all other employees who have submitted their choice vacation request have been approved.
5. 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 calendar days after notification of disapproval for an open period for choice vacation.
6. The APWU Union Steward and/or Designee has until December 15<sup>th</sup> to complete and post the choice vacation schedule.
7. All advance commitments for granting annual leave must be honored except in serious emergency situations.
8. Care shall be exercised to ensure that no employee is required to forfeit any part of their annual leave. Employees with excessive amounts of leave are responsible for submission of 3971 to their supervisor to be used by end of leave year.
9. Leave without pay may be granted to employees who do not have sufficient annual leave to cover for choice vacation.

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**Item 5 – Duration of the Choice Vacation Period:**

1. Choice vacation for the year shall begin January 1<sup>st</sup> and end December 31<sup>st</sup>.

**Item 6 – Determination of the Beginning Day of Vacation:**

Annual leave will be posted and granted in accordance with the basic work week. For purpose of annual leave, the first day of the work week will be **Sunday**.

**Item 7 – Choice Period Option:**

1. Employees may request two vacation selections during the choice vacation period for the maximum length of continuous time pursuant to Article X, Leave, Section 3, of the National Agreement. **All Full Time Employees will submit in increments based on their duty assignment.** Employees must identify their selections by first and second choice. All first selections will be acted upon by seniority prior to consideration of employee's second choice. Thereafter, the second choice will also be acted upon by seniority.

**Item 8 – Convention Time and Jury Duty:**

1. Employees who are called for jury 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

1. The number of employees who will be allowed annual leave during the year will be as follows with a minimum of one:
  - a. 12% of each section's complement for December.
  - b. 13% of each section's complement for the months January, February, March, April, September excluding the week of labor day, October, and November.

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- c. 15% of each section's complement for the months May, June, July, August and the week of Labor Day in September.
- d. When applying the percentage requirement, any fraction of 0.50 or more will be rounded to the next higher number. Any fraction less than 0.50 will be rounded to the next lower number.

**B. Canceling Leave**

1. Employee(s) may cancel pre-approved annual 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(s) cancel pre-approved annual leave, management shall immediately post a notice of the cancellation(s) for seven (7) calendar days and award by seniority.

**C. Identification of a Section**

For the purpose of vacation planning sections for are defined as:

1. Main Office
2. Maintenance


**Item 10 – Vacation Approval Notices:**

1. 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 – Notice of Leave Year for All APWU Crafts:**

A notice shall be posted by the time clocks no later than the first full week in November notifying the employees of the beginning of the new leave year and the number of employees off per section. The new leave year begins with the first full pay period in January.

Leave Year 2011	Jan 1, 2011	thru	Jan 13, 2012
Leave Year 2012	Jan 14, 2012	thru	Jan 11, 2013
Leave Year 2013	Jan 12, 2013	thru	Jan 10, 2014
Leave Year 2014	Jan 11, 2014	thru	Jan 9, 2015
Leave Year 2015	Jan 10, 2015	thru	Jan 8, 2016

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### Item 12 – Submission for Short Term Annual Leave:

1. When eight hours or less of annual leave is requested for use within seven days, and the Form 3971 is submitted to the employee's supervisor with the first two hours of duty, management will render a decision within that tour of duty. Where no action has been taken within this period, the request for such leave will be approved.
2. When eight hours or more of annual leave is requested for use within 30 days, and the Form 3971 is submitted to the employee's supervisor within the first two hours of duty, management will render a decision within two working days. Where no action has been taken within this period, the request for such leave will be approved.
3. Those requests for the 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.
4. The official notification will be the Form 3971 signed by the employee's supervisor either approving or disapproving the requested leave.


### Item 13 – Holiday Scheduling:

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

- a. Volunteers – full-time employees normally scheduled to work that day, by seniority. (Holiday or day designated as Holiday).
- b. Volunteers – full-time employees normally scheduled off by seniority.
- c. **Volunteers – Postal Support Employees by seniority.**
- d. **Mandate – Postal Support Employees by inverse seniority.**
- e. Mandate – full-time employees 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:

1. Management will post an "overtime desired" list for each section. Full-time regular employees possessing the necessary skills may place their names on the list of the section(s) they desire to work overtime.
2. Employees who sign the OTDL have the option to sign for a 6<sup>th</sup> day only and/or same tour OTDL.
3. For the purpose of administering the OTDL(s), a pecking order is established:
  - a. Assign the first overtime opportunity to those employees in the section by seniority on a rotating basis.
  - b. Assign those employees who are on the out of section list by seniority on a rotating basis.
4. When an Overtime Desired List full-time regular is declared the successful bidder for a job in a new section or a calendar quarter, he/she will have the opportunity to sign the Overtime Desired List(s) within seven (7) days after moving to the new assignment/bid job.
5. The newly converted employee shall have seven (7) calendar days from the date of conversion to sign the Overtime Desired List(s).
6. 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 that 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.

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### **Item 15 – The number of Light Duty Assignments**

There will be no established light duty assignments within each craft. Such assignments will be created on an as needed basis under the guidelines of this local agreement (see item 16 and 17) and the National Agreement.

### **Item 16 – Light Duty – Reserving Assignments**

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

If an employee of another craft is to be assigned light duty in the clerk craft, the amount of duty time available, the hours and the duration shall be established by consultation between Management, the employee and the Local APWU President and/or designee at the time such assignment is to be considered. Such assignment will not adversely affect any clerk craft employee.

### **Item 17 – Light Duty Assignment Procedure**

When an employee requests light duty, the USPS must make every effort toward assigning the employee light duty consistent with employees 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 must be made in effecting such light duty assignment:

- A. To the extent that there is adequate work available within the employee's work limitation tolerances; within the employee craft; in the work facility to which the employee is regularly assigned; and during the hours when the employee regularly works; that work shall constitute the light duty to which the employee is assigned.
- B. If adequate duties 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 with the employee craft, within the employee's regular schedule, and as near as possible to regular work facility to which normally assigned.

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Copies of all light and limited duty assignments will be given to the Union President or his/her designee. Management will abide by Article 13.4M of our Collective Bargaining Agreement.

#### All APWU Crafts

A corresponding number of positions will be reserved for those APWU Craft employees requesting light duty equal to those occupied by non-APWU crafts on light duty within any APWU craft. Such position will be reserved in the section where the non-APWU employee is assigned light duty.

#### **Item 18 – Sections for Reassignment**

##### Clerk Craft

For the purpose of reassignment within an installation of employee's excess to needs of a section, the entire facility will be considered a section.

##### Maintenance Craft

For the purpose of reassignment, when it is proposed to reassign within an installation employee's 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**

Management will designate an area for APWU craft parking.

#### **Item 20 – Employee's on Leave with Regard to Union Business**


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 installation.

#### **Item 21 – Labor / Management Meetings**

Regularly scheduled Labor / Management Committee meetings between the crafts of the APWU and Management shall be scheduled quarterly. Each party shall give the other their agenda items 2 weeks prior to the meeting. If a problem develops, either party may request a special meeting.

#### **Item 22 – Seniority, Reassignment and Posting**

Management will provide the local APWU President a copy of all bid posting, awards and announcements, along with a copy of any personnel actions such as: hiring, transfers, promotions, separations and disciplinary actions pertaining to any APWU craft. The local APWU President will also be provided an accurate copy of all seniority listings for the APWU crafts every six months.

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## 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 **not proposed for reversion** shall be posted to full time employees eligible to bid within 28 days.
- C. The notice shall remain posted for ten calendar days.
- D. The successful bidder shall be placed in the new assignment within **28** days after the bidding is complete.
- E. A position will be reposted if a change is made of more than two hours from the original posted start time unless the incumbent is **not** agreeable to the change. If the incumbent is not, the job will be reposted.
- F. The Local APWU President or designee will be notified by management when 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, the job will be reposted.
- G. Residual Vacancies
  - Full time Duty Assignments:
    - 1. Follow the guidelines established regarding unencumbered assignments.
      - i. The notice shall remain posted for ten calendar days.
      - ii. The successful bidder shall be placed in the new assignment with **28** days of close of bidding.
- H. Unencumbered clerks must be assigned to residual duty assignments within 28 days.
- I. Back up Bidding Procedures

The following applies to back up bidders 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.

- J. Unencumbered clerks must be assigned to residual duty assignments within 28 days.

## 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 of when vacancy occurs.

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- C. Newly established or vacant duty assignments shall be filled by senior employees on the appropriate preferred assignment registers established on the basis assignment selection forms submitted by Maintenance Craft employees.
  - 1) Within the first fourteen (14) days of each January, Management will post a notice advising maintenance employees of the opportunity to submit changes in preferred assignment selections.
  - 2) 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 reposted if a change is made of more than two hours from the original posted start time unless the incumbent is agreeable to the change. If the incumbent is not, the job will be reposted.

### **Bulletin Boards**

Management will supply the APWU with a bulletin board at the Queen Creek offices/sections.

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