

November 21, 2006 – November 20, 2010

2006

Local Memorandum of Understanding

Between

The

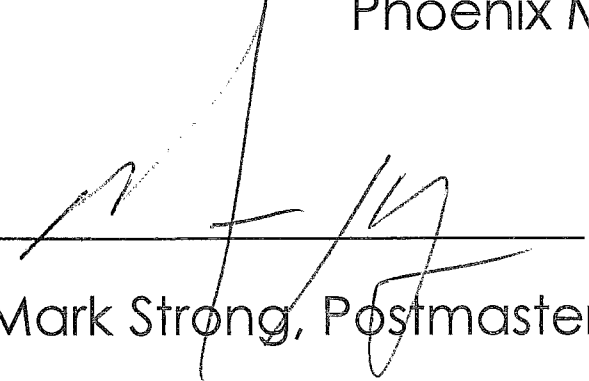
United States Postal Service

Sun City Post Office

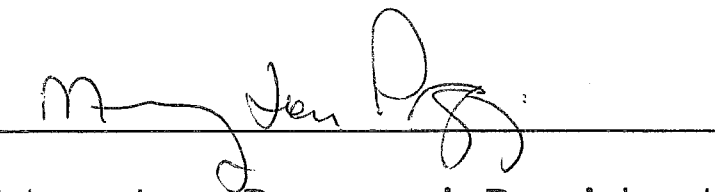
And

The American Postal Workers Union, AFL-CIO

Phoenix Metro Area Local



Mark Strong, Postmaster



Mary Lou Pavoggi, President

Date: 1/29/2008

Date: 1/29/08

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ITEM 1

WASH UP TIME

Wash up time will be provided for those employees who perform dirty work with toxic material according to the following rules:

1. Only the time necessary for wash up, not to exceed five minutes will be taken.
2. Wash up time can be granted before lunch and at the end of the workday. In addition, wash up can be given upon completion of assignment.
3. In many jobs, the time needed for wash up varies from day to day. All employees are requested to limit themselves to the time necessary on a daily basis.

ITEM 2

WORK WEEK

All fulltime regular employees shall have either a fixed 5 day or rotating days off 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 and the Chief Steward will be notified as soon as possible of such action. Management shall attempt to notify all involved employees.

The Postal Service will comply with the current Management Instruction on emergency responses. The Postal Service will have the right to relocate employees to different locations in order to process the mail.

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 conditions exist to the involved employees.

1. 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 employees.
3. At anytime the area is ordered to be evacuated by civil authorities.

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 temporary 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

- A. Vacation lists and seniority roster will be posted by October 15th. Management must post a list showing the number of employees who can be granted annual leave during choice periods. The determination of the number of employees to be allowed off in a section will be based on the October 15th complement of each calendar year.
- B. Beginning on November 1st of each year for the Clerk and Maintenance Crafts, applications will be accepted for choice vacation selections.
 - 1. Employees will have 5 days to submit multiple choices of leave, designating each submission as 1st and 2nd choice.
 - 2. Employees will be granted 2 choice vacation selections if requesting in units of 5 or 10 consecutive increments, the total not to exceed the 10 or 15 days leave earned per year; no split weeks will be approved.
 - 3. Employees will be granted only 1 choice vacation selection if requesting leave amounts outside of the 5, 10, or 15 day consecutive increments.
 - 4. Management will act on each selection by seniority, beginning with the senior employee.
- C. Applications for annual leave shall be submitted in triplicate on the Form 3971.
- D. 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 will be given two working days to submit another choice.
- E. The supervisor and Union designee has until November 30th to complete and post the choice vacation schedule. Both the Union and Management designees will be responsible for maintaining the leave board.
- F. All advance commitments for granting annual leave must be honored except in serious emergency situations.
- G. Any employees requesting an unusually long vacation during the choice vacation period for extended travel will be given special consideration and notified in writing as far in advance as possible as to the status of his/her vacation request.
- H. During the 2 rounds of bidding, it will be the employee's responsibility to sign up for sufficient leave to assure a balance of 440 or less leave hour at the end of the year.

Employees who wish to cancel pre-approved annual leave must notify management in writing 1 week prior to the annual leave beginning so that management can allow another employee to take leave during the same period.

- J. Should an employee cancel pre-approved annual leave, the supervisor shall post a notice of cancellation and allow other employee's to take leave in the same period, subject to the following conditions:
1. During the first 72 hours after the posting 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 in 40 hour increments, unless 40 hours is not available, by seniority.
 - c. All other requests by seniority.
 2. After the first 72 hours period, leave will be awarded by seniority on a first come first serve basis. A form 3971 received on the same tour of duty for the same period will be awarded by seniority.
- K. Non-bargaining unit employees will not be maintained on the leave board nor will they be counted against the number of employees allowed off during choice vacation. In order to be removed from the board, the employee must be in the non-bargaining unit at least a minimum of 1 week before and after the slotted vacation. Upon notification to management the non-bargaining unit employee will be removed.

ITEM 5

DURATION OF THE CHOICE VACATION PERIOD

The Choice Vacation Period will be year round, from January 1ST through November 30th of each year.

ITEM 6

DETERMINATION OF VACATION PERIOD

Annual leave will be posted and granted in accordance with the basis work week. The beginning day of each employee's vacation during choice period shall be Monday unless otherwise mutually agreed upon by both Management and Union.

ITEM 7

CHOICE VACATIONS OPTIONS

Employees who earn 13 days annual leave per year may submit for up to 10 days of continuous annual leave during the choice period. The number of days of annual leave, not to exceed 10, shall be at the option of the employee.

Employees who earn 20 or 26 days annual per year shall be granted up to 15 days of continuous annual leave during the choice period. The number of days of annual leave, not to exceed 15, shall be at the option of the employee.

If after their first choice there is available time during the choice vacation period, employees may submit for a second choice. Seniority will also govern the approval of the employee's second choice.

ITEM 8

CONVENTION TIME AND JURY DUTY

An employee who is called for jury duty during his/her scheduled choice vacation period, or who attends a national, State, or Regional convention (assembly) during the choice vacation period is eligible for another available period provided this does not deprive any other employee of his/her first choice for scheduled vacation.

ITEM 9

CHOICE VACATION

MAXIMUM NUMBER OF EMPLOYEES TO BE ALLOWED OFF

The maximum number of employees to be allowed annual leave during the choice vacation periods will be as follows:

15% of the complement in each section in the months of March to October,

and 10% of the complement in each section in the months of January, February, and November.

Any fraction of .5 will be rounded up to 1. If a section does not meet the .5 fraction, management will afford a minimum of 1 employee leave in that section during every vacation period.

For the purpose of leave, sections will be defined as follows:

1. **Main Office**
 - A. **Administrative Offices**
 - B. **Window and bulk mail clerks.**
 - C. **Tour 2 distribution, SSPC, dispatch and box clerks.**
 - D. **Tour 1 distribution clerks.**
2. **Sun City West**
 - A. **Full time regulars, part time regulars, part time flexible window clerks.**
 - B. **Tour 2 distribution clerks, general clerks, dispatch clerks, box clerks, and remaining PTFs.**
 - C. **Tour 1 distribution clerks.**
3. **Surprise Office**
 - A. **Full time regulars, part time regulars, part time flexible window clerks.**
 - B. **Tour 2 distribution clerks, general clerks, dispatch clerks, box clerks, and remaining PTFs.**
 - C. **Tour 1 distribution clerks.**
4. **Maintenance craft employees by facility**
5. **Any future facility or new sections will be discussed with the APWU President and/or designee.**

A Bonus Vacation Leave Slot(s) will be provided for the choice period for any station meeting the following criteria:

1. Sick leave usage (including long term 40 hour increments) tracked from December 1st to November 30th of each calendar year will be the basis for additional vacation slots. The Local President and/or designee and the Postmaster and/or designee will discuss the figures and provide additional slots as per the percentages below. The slots will be earned by station and be granted on a first come, first serve basis. These slots will be annotated on the leave chart in red.
2. A Bonus Annual Vacation leave Slot(s) will be provided, excluding the month of December when:
 - a. Sick Leave usage is 1.5-2.0 = 1 slot
 - b. Sick Leave usage is 1.0-1.5 = 2 slots
 - c. Sick Leave usage is 0.0-1.0 = 3 slots

Item 10
Choice Vacation Notices

The return of the approved duplication copy of the form 3971 will serve as notice to the employee of approved leave.

The leave schedule will be maintained by the Union and Management at mutually agreed upon location in each office.

Item 11
Leave Year Notice

The employer shall not later than November 1st publish on the bulletin boards the beginning date of the new leave year which shall begin with the first day of the first full pay period of the calendar year.

For the duration of this Local Agreement the leave years are as follows:

<u>Leave Year</u>	<u>Begins</u>	<u>Ends</u>
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
Application for Annual Leave Other Than Choice Vacation

At the completion of the choice vacation selections, or no later than November 30th of each calendar year, all remaining leave will revert to non-choice vacation leave.

Percentages will remain the same for all sections as established in Item 9. This percentage will include those employees on military duty, jury duty and long term leave (consisting of more than 7 consecutive days).

Employees who wish to cancel pre-approved leave must notify management in writing 1 week prior to the beginning date so that management can allow another employee to take leave during the same period.

Submission for Short Term Leave

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 with 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 7 days shall be acted upon by the end of the employee's tour.
- Requests for 8 hours or more shall be acted upon within 3 calendar days (72 hours).

ITEM 13

HOLIDAY SCHEDULING

For the purpose of Holiday Scheduling, the Sun City Post Office will be considered one section by Tour, Craft, and by Facility:

Tours are to be defined as:

Tour 1-2000 begin tour
Tour 2-0400 begin tour

Scheduling of qualified employees to work on holidays or days designated as holidays shall be in the following order:

1. Casual employees, even if overtime is required.
2. Part time flexible employees, even if overtime is required.
3. Full and part time regular qualified employees who have volunteered to work on their holiday or day designated as their holiday, at straight time by seniority.
4. Full and part time regular qualified employees who have volunteered to work on their day off by seniority.
5. Full and part time regular qualified employees who have not volunteered to work on their holiday.
6. Full and part time regular qualified employees who have not volunteered to work on their day off by juniority on a rotating basis.

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ITEM 15

LIGHT DUTY ASSIGNMENTS

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ITEM 16

METHOD OF RESEVING LIGHT DUTY ASSIGNMENTS

No career employee will be adversely affected because of light duty assignment.

ITEM 17

LIGHT DUTY ASSIGNMENT PROCEDURE

When an APWU 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 limitations. 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 to the extent that there is adequate work within the employee's craft:

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.
5. Reassignment within craft in the installation.
6. Reassignment within another craft.

ITEM 18

REASSIGNMENTS

For the purpose of reassignment, 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

Management will attempt to supply sufficient parking for career employees through all means available to the Postal Service. If parking becomes critical, it will be addressed to a joint Labor/Management Committee.

The APWU will be allotted one reserved space at the Bell Road Office, Sun City West Office, Surprise Office, and any future facility.

ITEM 20

UNION LEAVE

Annual leave to attend Union activities requested prior to the determination of the choice vacation schedule is to be part of the total choice vacation plan.

This period is not to be charged to the APWU representative's choice vacation period.

ITEM 21

LABOR MANAGEMENT MEETINGS

Regularly scheduled Labor/Management Committee Meetings between the APWU and Management shall be scheduled at least, but not limited to bi-annually.

Agenda items to be discussed must be submitted to the other party at least 7 days in advance of the scheduled meeting, items not placed on the agenda may be discussed only by mutual consent of both parties.

If problems develop, either party may request a special meeting.

ITEM 22

SENIORITY AND POSTING

CLERK CRAFT POSTING:

- 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 7 calendar days.
- D. The successful qualified bidder shall be placed in the new assignment within 10 days after bidding is completed.
- E. A position will be reposted if a change is made of more than 1 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 light duty assignment to be reposted. Should the APWU President determine that the job should be reposted, the job will be posted.
- G. Residual Vacancies
 - 1. Follow the guidelines established regarding unencumbered assignments.
 - 2. Post for part time flexible preference and/or eligible part time regulars to bid within 28 days.
 - a. The notice shall remain posted for 7 calendar days.
 - b. Movement of the successful qualified bidder within 10 days of close of bids.
- H. In the event the posting and bidding procedure goes on line at another facility, management will meet with the APWU well enough in advance in order to determine the submission process for bidding.

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 7 days
- B. All vacant duty assignments shall be posted by notice of intent within 30 days from when vacancy occurs.

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 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 31st 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 1 hour from the original posted start time.

SENIORITY

Management will provide the seniority lists on a bi-annually basis to the Union and a copy posted for all employees, to include all crafts within each facility.

BULLETIN BOARDS

Management will supply the APWU with locked bulletin boards as soon as they become available at the Sun City Post Office and any future facility.