

2006 - 2010
Local Memorandum of Understanding

Between

the

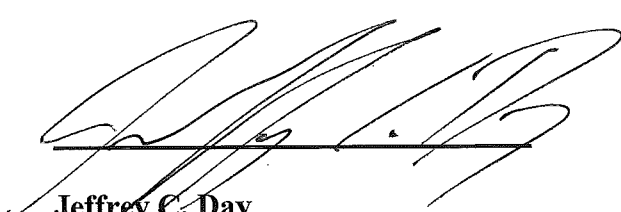
United States Postal Service

Scottsdale Post Office

and

The American Postal Workers Union AFL-CIO

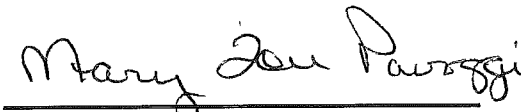
Phoenix Metro Area Local



Jeffrey C. Day
Postmaster
Scottsdale Post Office

May 1, 2008

Date



Mary Lou Pavoggi
President
Phoenix Metro Area Local

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President
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ITEM 1

WASH UP TIME

Wash up time, **of not more than 5 minutes**, shall be provided to those employees who perform dirty work. Employees working with toxic materials will be provided additional time when needed. Wash up time will be provided before lunch and at the end of the workday. Management will comply with all directives concerning wash up times for bio-chemical agents.

ITEM 2

WORK WEEK

Full time regular employees in the APWU crafts shall have a fixed five-day workweek. As far as practicable, the five days shall be consecutive within the service week.

Prior to re-posting of any jobs, management will hold meaningful consultations with the APWU President or designee in regard to days off, hours, and duties.

ITEM 3

GUIDELINES FOR CURTAILMENT OR TERMINATION OF POSTAL OPERATIONS

After a thorough review of local authority declarations when Postal Authorities declare an emergency condition exists which endangers the well being of an employee, they shall take prompt action to alleviate such danger. A Union Representative and Local Union President will be advised promptly regarding any proposed curtailment or termination of Postal Operations because of emergency conditions.

If and when the working environment is effected by an inside ambient air temperature lower than 60 degrees or higher ambient air temperature than 95 degrees for a full tour, every effort will be made to correct the situation within a reasonable time, reasonable time being 24 hours after the occurrence. 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. If such work conditions continue, the responsible Manager will give every consideration to leave requests from employees who complain of health problems due to the unusually warm or cold working conditions.

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 measures 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 experts, 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 with bio-chemical agents by local bio-chemical experts, 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 the mail. As soon as management ensures the safety of the employees, management will notify the Union President and/or the Chief Steward.

ITEM 4

FORMULATION OF LOCAL LEAVE PROGRAM

- A. Vacation Lists and seniority rosters will be posted by December 1st for the coming leave year.
- B. Applications for annual leave shall be submitted in triplicate on PS Form 3971.
- C. A vacation week, or a space on the leave chart, is defined as a period of seven consecutive days beginning Sunday and ending the end of tour Saturday. Employees will not be granted periods less than one week on the leave chart.
- D. Annual leave will be granted on a seniority basis within the designated sections. Three (3) rounds of bidding will be conducted within each section.
- E. During the three (3) rounds of bidding, it will be the employee's responsibility to sign up for sufficient leave to assure a balance of 440 or less annual leave hours at the end of the leave year.
- F. Exchange or cancellation of vacation periods will be permitted only for justifiable reasons – emergency leave used or needed to be used; illness in family; or other agreed on by management and the union. All requests for cancellation must contain the current leave by hours.

The union and management must be notified at least fourteen (14) days prior to the vacation date, except in emergencies and the final decision will be made by

the installation head or his/her designee. Cancellation of annual leave for choice vacation must be for total week(s). In addition, if cancelled leave falls during a holiday week, management will be informed of the cancellation no less than thirty (30) days in advance. All notices of cancellation of leave shall be submitted to the APWU leave coordinator. 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(S)

The choice annual leave period shall be from the first full week in January up to the first full week in January of the following year.

ITEM 6

DETERMINATION OF VACATION PERIOD

Sunday shall be the beginning day of employee vacation periods.

ITEM 7

CHOICE VACATION OPTIONS

- A. Commencing the first full week in December, employees shall select their first choice vacation period in increments of five (5), ten (10), or fifteen (15) consecutive days, in accordance with the National Agreement. Employees shall be allowed on selection of 5, 10, or 15 days during the first round.
- B. **The APWU designee shall post the results of each round within two (2) days of the round's completion.**
- C. **If duplicate requests for the same period, the junior employee shall resubmit within three (3) calendar days.**
- D. **If an employee does not make a selection during his/her round, they will be moved to the next group.**

- E. **After all employees have been given the opportunity to select in each round of the selection, the choice selection process shall be considered completed.**
- F. **After all employees have been given their first choice, they may select a second choice period. The same process above will be initiated to make this selection.**
- G. **The union, in conjunction with management, will be responsible for the administration and maintenance of the leave board. The parties will insure that the leave board is current, and that all leave is properly posted, that all remaining open dates are indicated and all cancelled leave is reposted.**

ITEM 8

CONVENTION TIME AND JURY DUTY

An employee who is called for Jury Duty during his/her scheduled choice vacation, or who attends a National, State, or Regional Convention/Assemble is eligible for another available period provided this does not deprive any other employee of his/her choice for scheduled vacation.

ITEM 9

NUMBER OF EMPLOYEES ALLOWED OFF PER ANNUAL LEAVE WEEK

The number of employees who will be allowed annual leave vacation during the year will be at 15% of each section's complement, excluding December which will be at 8%.

The percentages will be calculated based on the December 1st complement of each calendar year.

The Local President and/or Union Designee will discuss the figures and provide additional slots as per the percentage below.

Any fraction of .50 or greater will be rounded upwards.

IDENTIFICATION OF SECTIONS

MAIN OFFICE

M-1 Window Clerks
Window Relief Clerks

M-2 Distribution Clerks
Registry/Cage Clerks
Box Clerks
Postage Due Clerks
General Clerks

M-3 Bulk Mail Clerks
AIS/Growth Management Clerk

AIRPARK STATION

AP-1 Window Clerks
Window Relief Clerks

AP-2 Distribution Clerks
Registry/Cage Clerks
Box Clerks
General Clerks
Clerk Messengers

HOPI STATION

H-1 Window Clerks
Window Relief Clerks

H-2 Distribution Clerks
Registry/Cage Clerks
Box Clerks
General Clerks
Clerk Messengers

PAPAGO STATION

P-1 All Clerks

KACHINA STATION

K-1 All Clerks

FOUNTAIN HILLS

FH-1 Distribution/General Clerks
Clerk Messengers

FH-2 Window/Box/Cage Clerks

For clarification purposes, the "Registry" is defined as the A.M. and "Cage" is defined P.M.

MAINTENANCE CRAFT

For the purpose of leave, the Maintenance Craft will be by occupational group and level.

All Facilities

1. Custodians
2. MM 6's

All APWU Crafts

All new stations and sections to be negotiated with the Local Union President.

If the above sections contain more than once duty assignment, the principal duty assignment will be the one listed first. That assignment will be considered the employee's section.

For those employees not covered by the vacation board, thirty (30) days prior to the posting of the board, the union and management will meet to determine where those employees will be placed for the purposes of vacation selection only.

BONUS VACATION LEAVE SLOTS

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 leave slots. The Local President or designee and the Postmaster 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 served basis.
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 – one (1) slot
 - b. Sick Leave usage is 1.0 – 1.5 – two (2) slots
 - c. Sick Leave usage is 0.0 – 1.0 – three (3) slots
3. The Postmaster shall supply the Union President or designee with copies of the sick leave percentages used during the December 1st to November 30th time frame.

ITEM 10

LEAVE APPROVAL NOTICES

The return of the approved triplicate copy of PS Form 3971 will serve as notice to the employee of approved leave.

ITEM 11

NOTICE OF THE LEAVE YEAR

Annual leave charts and seniority rosters will be posted by sections (a section is defined by ITEM 9, **on page 8 of this Local Memorandum of Understanding**) on December 1st of each calendar year showing the number of employees who can be granted annual leave during the leave period. The **employer or APWU designee** shall, no later than November 1st, publicize on 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 periods:

<u>Leave Year</u>	<u>Begins</u>	<u>Ends</u>
2008	January 5, 2008	January 2, 2009
2009	January 3, 2009	January 1, 2010
2010	January 2, 2010	December 31, 2010
2011	January 1, 2011	January 13, 2012

ITEM 12

APPLICATION FOR ANNUAL LEAVE AFTER THE CLOSE OF
CHOICE VACATION

Annual leave selections for remaining time periods available after the close of the choice vacation selection is completed will be available to employees on a "first-come, first-served basis" in increments of 8 hours. A Form 3971 received on the same tour of duty for the same period will be awarded by seniority. Up to 15% of the employees in a section, with a minimum of one employee, will be permitted annual leave, excluding the month of December, which will be at 8%. All leave requests will be acted upon in a prompt manner.

Employee(s) may cancel pre-approved leave but must notify management a minimum of fourteen (14) days prior to the start of the leave. In addition, if cancelled leave falls

during a holiday week, management will be informed of the cancellation no less than thirty (30) days in advance. Cancellation of pre-approved annual leave with less than fourteen (14) days notice or thirty (30) 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 post a notice within seventy-two (72) hours of the cancellation(s). The notice of cancelled leave will be posted for seven (7) days, after which requests for annual leave will be in the order listed below.

During the first seventy-two hours (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 forty (40) hour increments, unless forty (40) hours is not available, by seniority.
- c. All other requests by seniority.

After said, seventy-two (72) hour period, leave will be awarded by seniority on a first-come, first-served basis, and PS Form 3971 received on the same tour of duty for the same period will be awarded by seniority.

SUBMISSION FOR SHORT-TERM ANNUAL LEAVE

1. When eight (8) hours or less of annual leave is requested for use within seven (7) days, and the PS Form 3971 is submitted to the employee's immediate supervisor within the first two (2) hours of duty, management will render a decision within that tour of duty. Where no action has been taken within the period, the request for such leave will be approved.
2. When eight (8) hours or more of annual leave is requested for use within thirty (30) days, and the PS Form 3971 is submitted to the employee's immediate supervisor within the first two (2) hours of duty, management will render a decision within two (2) working days. Where no action is taken within this period, the request for such leave will be approved.
3. When eight (8) hours or more of annual leave is requested beyond thirty (30) days and the PS Form 3971 is submitted to the employee's immediate supervisor, management shall render a decision within seven (7) days. Where no action has been taken within this period, the request for such leave will be approved.
4. Those requests for same day annual leave submitted within the first two (2) hours of duty will be acted upon no later than one (1) hour before the requested annual commences. Where no action has been taken within this period, the request for such leave will be approved.

ITEM 13

HOLIDAY SCHEDULING

CLERK CRAFT

1. All Casual Employees
2. All PTF employees
3. Volunteers to work from those employees entitled to holiday or day designated as the holiday, by seniority.
4. Volunteer of employees whose scheduled day off would call for overtime pay by seniority.
5. Full-time employees mandated to work on a holiday will be by inverse seniority, regardless of whether the day in question is the employee's scheduled day off or their holiday/designated holiday.

MAINTENANCE CRAFT

For the purpose of holiday scheduling, sections shall be defined by occupational group and level.

1. Main Office and Papago.
2. Airpark and Kachina.
3. Hopi and Fountain Hills
4. MM 6's

The following shall be the method of selection for full time 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 scheduled day off shall be mandated by inverse seniority.**
4. **Full time employees normally scheduled to work on the holiday shall be mandated by inverse seniority.**

ITEM 14

OVERTIME ASSIGNMENT

Management will post an Overtime Desired List and will keep all opportunities current. For the purpose of overtime assignment, the following are designated as sections:

CLERK CRAFT

Each station by facility.

The following steps will be followed in the assignment of overtime within each identified section for the clerk crafts:

- 1. Schedule those employees with the necessary skills who are on the Overtime Desired List within the section.**
- 2. Ask for volunteers by seniority among employees with the necessary skills within a section not on the Overtime Desired List.**
- 3. Mandate overtime by inverse seniority on a rotating basis.**

MAINTENANCE CRAFT

An Overtime Desired List shall be posted in the Maintenance Craft for each occupational group and level. For the purpose of overtime, a section is defined as follows:

1. Main Office and Papago
2. Airpark and Kachina
3. Hopi and Fountain Hills
4. MM 5s

OVERTIME NOTIFICATION

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

OVERTIME DESIRED LIST ADMINISTRATION

Assignments will be done on a rotating basis by seniority. It will be the responsibility of management to record these opportunities as they occur.

Employees who sign the OTDL have the option to sign for a 6th day only and/or same tour (BT/ET) OTDL. The 6th day list will be rotated on a daily basis to ensure equitable distribution of the overtime.

When an Overtime Desired List full-time regular is declared the successful bidder for a job in a new section or is reassigned to a new section during a calendar quarter, he/she will have the opportunity to sign the Overtime Desired List within seven (7) days after moving to the new assignment/bid job.

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 an Overtime Desired List can remove their name from such list at any time during the quarter. The request must be in writing with a copy to the Union. Once the name is removed, the employee cannot sign the Overtime Desired List until the next quarter. The employee will be responsible to work the overtime that has been scheduled within seven (7) days of the request for removal from the list.

MAINTENANCE CRAFT OVERTIME LIST

An Overtime Desired List shall be posted in the Maintenance Craft for each occupational group, level, and tour.

No maintenance employee shall be by-passed on the Overtime Desired List solely because of the lack of formal training. When determining if the employee has the necessary skills for the overtime assignment, the following shall be utilized:

1. Formal training including tele-training.
2. On-the-job experience.
3. On-the-job training.

Any of the above is sufficient for consideration as having the necessary skills. An employee qualifies for the job experience if the employee has performed the duties as part of a regular assignment in a satisfactory manner prior to the overtime opportunity. Necessary skill for on-the-job training will be determined on a case-by-case basis.

ITEM 15

LIGHT DUTY ASSIGNMENTS

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

ITEM 16

LIGHT DUTY ASSIGNMENTS

When an employee requests light duty, the USPS must make every effort toward assigning the employee to light duty consistent 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 consideration must be made in effecting such light duty assignments.

- A. To the extent that there is adequate work available within the employee's work limitation tolerances; within the employee's craft; in the work section to which the employee is regularly assigned; 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 are not available within the employee's work limitation tolerances in the craft and work section to which the employee is regularly assigned, within the employee's regular hours of duty, other work may be assigned within that unit.
- C. If adequate duties is not available at the unit with 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 and light duty as close as possible to the employee's regular schedule.
- D. An employee may be assigned light duty to other units within the installation, only if there is not adequate work available with the employee's work limitation tolerances at the employee's unit. In such instances, every effort will be made to assign the employee to light duty within the employee's craft, with the employee's regular schedule, and as near as possible to the regular work unit to which normally assigned.
- E. If a non-APWU craft employee is performing light duty within an APWU craft and an APWU craft employee requests light duty, they will not be denied light duty within medically defined limitations.

ITEM 17

IDENTIFICATION OF LIGHT DUTY ASSIGNMENTS

Light duty assignments will be based on the employee's abilities as stated in the most recently received medical report. Copies of all light duty assignments shall be given to the Union President or his/her designee.

ITEM 18

REASSIGNMENT

CLERK CRAFT

For 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 shall be defined as facility.

MAINTENANCE CRAFT

For the purpose of reassignment, when it is proposed to reassign within 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

Management will attempt to supply sufficient parking for all career employees through all means available to the Postal Service.

The APWU will be allotted one (1) reserved space at the Main Office and each station.

ITEM 20

UNION LEAVE

Annual leave to attend Union activities will not be charged to the APWU representative's choice vacation period. The Union will make every effort to notify management prior to the beginning of the choice period selection and that time period will be reserved.

ITEM 21

LABOR/MANAGEMENT COMMITTEE MEETINGS

1. **Either party can request a Labor/Management meeting at any time with a one (1) hour duration unless both parties agree to extend and/or schedule additional meetings.**
2. **Once a request to meet is made, the parties agree that the meeting should be established at the earliest possible time. Compliance to the meeting request should be within one (1) week unless scheduling conflicts occur.**
3. **A meeting will consist of the Postmaster (or designee) with two assigned representatives from Management and the Union President (or designee) with two representatives from the APWU. If both parties agree, the exact number of the representatives can be altered.**
4. Agenda items to be discussed must be submitted the other party at least three days in advance of the scheduled meeting.
 - a. Items not placed on the agenda may be discussed only by mutual consent of both parties.
5. Management will give the local representative a written summary of the meeting stating the disposition made of items discussed.

COMMUNICATION

The local President or the President's designee will be informed in writing of personnel actions, such as hirings, transfers, promotions, separations, and the disciplinary actions pertaining to the Clerk and Maintenance Crafts within one week of action taken.

SENIORITY LISTS

The Postal Service will provide the APWU local President and/or designee with an updated seniority list for all APWU Crafts on a quarterly basis.

BULLETIN BOARDS

Management shall supply the APWU with one locked bulletin board in each facility.

ITEM 22

POSTING AND BIDDING

CLERK CRAFT

A. Job Descriptions

Job descriptions for all jobs up for bid shall be posted. When new positions become necessary, a job description shall be posted.

B. Implementation:

When Shared Services is implemented, all guidelines and requirements will be followed.

1. The current invitation for bid listing shall be posted on a continuous basis at all units and stations of the Scottsdale Post Office, thus making available to all APWU craft employees pertinent information concerning position vacancies.
2. Invitations for all Clerk Craft regular bid jobs will be posted on the first day of each accounting period. These bids shall remain posted for the first ten (10) days of the accounting period. The announcement of awards will be issued no later than the end of the third week of the accounting period. Successful bidders will be moved to the new positions on the first Saturday of the next full pay period. No employee will be moved during December. Should the move be scheduled in December, the actual move date will be the first Saturday of the first full pay period in January.
3. All Positions becoming vacant in the craft and not reverted will be advertised to qualified bidders in the craft on the first day of the next accounting period.
4. If the Clerk Craft reporting times of an occupied bid position is permanently changed for more than one (1) hour **but up to two (2) hours, the employee will be given the opportunity to retain that bid.**
5. Employees may withdraw in writing on any job for which they are considered a backup bidder. It is the employee's responsibility to submit their notification to withdraw in writing.
6. Announcements of qualified bidders and backups will be made every Wednesday. Movement to take place the first Saturday of the next

full pay period provided; however, the movement falls within the guidelines of the National Agreement.

7. Invitations for PTF opting will be posted every other month on the first Friday of the accounting period and close the following Wednesday. The announcement of awards will be issued no later than the third Monday of the accounting period. Movement will take place on the second Saturday after the award when qualified.
8. All bid information will be maintained for the life of the Local Agreement. It will be made available to the APWU within a reasonable time frame.

C. General

1. Should a split in schemes within a section occur, the assignment of schemes among the incumbents shall be by office seniority within the section and shall not constitute a cause for re-posting.
2. Two (2) copies of the notice of job awards, disqualifications or reassignments related to bid jobs and job descriptions will be furnished to the General President of the APWU.
3. Full time employees may submit their bid on the standard bid form provided for such, listing their choice or choices in numerical order of preferred assignment by writing the position number alongside the appropriate position choice on the standard bid form. All bids are to be submitted on a bid form. In the absence of a standard bid form, a bid submitted in writing shall be acceptable.
4. If the bidding procedures change to computer bidding during the life of this agreement, then the Local APWU President shall be consulted by management prior to implementing the change.

D. Back-ups

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 employees being awarded the latest bid.

E. Permanent Light or Limited Duty

An employee on Permanent Light or Limited Duty may bid on a vacant duty assignments without submitting additional medical proof of their ability to perform the position provided they bid on the same tour and type of duties that they currently perform.

QUALIFICATION REQUIREMENTS

Employees will be required to thoroughly check the qualification requirements listed on the invitation for bid and job description before placing their bids so they can be sure they actually desire the bid position and meet all the requirements for the qualification listed.

MAINTENANCE BIDDING PROCEDURES

- 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 days.
- B. All vacant duty assignments shall be posted by notice of intent within thirty (30) days from when a 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. Notice 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 31st to indicate preference(s) for any vacancies that may occur during that year.
- D. When the start time for a position is to be changed by more than one hour from the original start time, it shall be re-posted unless otherwise agreed between the parties.

The selection of preferred assignments is handled by the National Collective Bargaining Agreement under Article 38.5.A and must be followed.

SUFFICIENT CHANGE IN DUTIES TO CAUSE REPOSTING

The local APWU President shall be consulted by management when a determination is to be made concerning a sufficient change of duties, principle assignment area, or scheme knowledge requirements to cause the duty assignment to be re-posted.