

**MEMORANDUM OF
UNDERSTANDING
NOV 21, 2010 – MAY 20, 2015**

BETWEEN


TEMPE POST OFFICE

AND

**AMERICAN POSTAL WORKERS UNION
PHOENIX METRO LOCAL**



MOMI LEE
POSTMASTER
TEMPE POST OFFICE



MARY LOU PAVOGGI
PRESIDENT
APWU, PHOENIX METRO

INDEX

- 1. ADDITIONAL OR LONGER WASH-UP PERIODS**
- 2. THE ESTABLISHMENT OF A REGULAR WORK WEEK OF FIVE DAYS WITH THEIR FIXED OR ROTATING DAYS OFF**
- 3. GUIDELINES FOR THE CURTAILMENT OR TERMINATION OF LOCAL AUTHORITIES OR AS LOCAL CONDITIONS WARRANT BECAUSE OF EMERGENCY CONDITIONS.**
- 4. FORMULATION OF LOCAL LEAVE POLICY**
- 5. THE DURATION OF THE CHOICE VACATION PERIOD(S)**
- 6. THE DETERMINATION OF THE BEGINNING DAY OF AN EMPLOYEE'S VACATION PERIOD.**
- 7. WHETHER EMPLOYEES AT THEIR OPTION MAY REQUEST TWO SELECTIONS DURING THE CHOICE VACATION PERIOD, IN UNITS OF EITHER 5 OR 10 DAYS.**
- 8. WHETHER JURY DUTY AND ATTENDANCE AT NATIONAL OR STATE CONVENTIONS SHALL BE CHARGED TO THE CHOICE VACATION PERIOD.**
- 9. DETERMINATION OF THE MAXIMUM NUMBER OF EMPLOYEES WHO SHALL RECEIVE LEAVE EACH WEEK DURING THE CHOICE VACATION PERIOD.**
- 10. THE ISSUANCE OF OFFICIAL NOTICES TO EACH EMPLOYEE OF THE VACATION SCHEDULE APPROVED FOR SUCH EMPLOYEE.**
- 11. DETERMINATION OF THE DATE AND MEANS OF NOTIFYING EMPLOYEES OF THE BEGINNING OF THE NEW LEAVE YEAR.**

- 12. THE PROCEDURES FOR SUBMISSION OF APPLICATIONS FOR ANNUAL LEAVE DURING OTHER THAN THE CHOICE VACATION PERIOD.**
- 13. THE METHOD OF SELECTING EMPLOYEES TO WORK ON A HOLIDAY.**
- 14. WHETHER “OVERTIME DESIRED” LISTS IN ARTICLE 8 SHALL BE BY SECTION AND/OR TOUR.**
- 15. THE NUMBER OF LIGHT DUTY ASSIGNMENTS WITHIN EACH CRAFT OR OCCUPATIONAL GROUP TO BE RESERVED FOR TEMPORARY OR PERMANENT LIGHT DUTY ASSIGNMENT.**
- 16. THE METHOD TO BE USED IN RESERVING LIGHT DUTY ASSIGNMENTS SO THAT NO REGULARLY ASSIGNED MEMBER OF THE REGULAR WORK FORCE WILL BE ADVERSELY AFFECTED.**
- 17. THE IDENTIFICATION OF ASSIGNMENTS THAT ARE TO BE CONSIDERED LIGHT DUTY WITHIN EACH CRAFT REPRESENTED IN THE OFFICE.**
- 18. THE IDENTIFICATION OF ASSIGNMENTS COMPRISING A SECTION, WHEN IT IS PROPOSED TO REASSIGN WITHIN AN INSTALLATION EMPLOYEES EXCESS TO THE NEEDS OF A SECTION.**
- 19. THE ASSIGNMENT OF EMPLOYEE PARKING SPACES.**
- 20. THE DETERMINATION AS TO WHETHER LEAVE TO ATTEND UNION ACTIVITIES REQUESTED PRIOR TO DETERMINATION OF THE CHOICE.**
- 21. THOSE OTHER ITEMS WHICH ARE SUBJECT TO LOCAL NEGOTIATIONS AS PROVIDED IN THE CRAFT PROVISIONS OF THIS AGREEMENT.**

**22. LOCAL IMPLEMENTATION OF THIS AGREEMENT
RELATING TO SENIORITY, REASSIGNMENTS AND
POSTING.**

MEMORANDUM OF UNDERSTANDING 2011

U S P S & A P W U

TEMPE, ARIZONA POST OFFICE

Local negotiation items, Article 30, Section B

Item 1 ADDITIONAL OR LONGER WASH-UP PERIODS.

A reasonable wash-up time shall be provided to those employees who perform dirty work. Employees 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.

Item 2 THE ESTABLISHMENT OF A REGULAR WORK WEEK OF FIVE (5) DAYS WITH EITHER FIXED OR ROTATING DAYS OFF.

Full time regular employees in the following APWU crafts shall have a fixed five day work week. Non Traditional Full Time employees shall have a fixed work week.

- A. Maintenance
- B. Clerk

As far as being practical, the five days shall be consecutive days within the service week for full-time regulars.

**Item 3 GUIDELINES FOR THE CURTAILMENT OR
TERMINATION OF POSTAL OPERATIONS TO
CONFORM TO ORDERS OF LOCAL AUTHORITIES
OR AS LOCAL CONDITIONS WARRANT BECAUSE OF
EMERGENCY CONDITONS.**

The Postmaster will take necessary action to curtail or terminate Postal Operations when such actions are warranted because of emergency conditions. The Union President shall be notified of pending action immediately.

In cases where breakdown of heating or cooling units results in excessively warm or cool temperatures, the responsible postal official will make the safety of the affected employees his/her primary concern. The responsible Manager will consider taking such appropriate action as increasing the length or number of break periods, reassignment of employees to other work area, or temporary rescheduling of employee. If such working conditions continue, the responsible Manager will give every consideration to leave requests from employees who complain of health problems due to unusually warm or cold working conditions.

Item 4 FORMULATION OF LOCAL LEAVE POLICY

1. Employees requesting annual leave during the choice vacation period shall submit form 3971 in triplicate.
2. Beginning November 2, Management will meet with the Union designee to place employees in groups by seniority and section to determine dates by which each group must submit their requests.
3. Requests for the Choice Vacation Leave will be awarded by seniority, within each section.
4. If any employee's choice cannot be awarded because of the maximum number off, the employee will be given to the end of the next working day to submit another selection or else be passed over.
5. If absent, the employee may submit alternate choices to avoid being passed over.

6. If an employee fails to submit a request by the due date, he/she will be considered in the next group.
7. When each employee has had his/her opportunity to sign up for a first choice and the leave has been posted, there will be a three (3) week period for the submission of forms 3971 for any unused weeks remaining on the vacation board. Multiple submissions may be made with a preference made as to choice. Each request must be approved by seniority on a rotating basis.
8. Any cancellation of leave by an employee shall be made as soon as possible, in writing, but no less than two weeks prior to the beginning of the leave. Exceptions will be made in emergencies by mutual consent. Canceled leave will be posted for three days and awarded to the next senior bidder.

Item 5 THE DURATION OF THE CHOICE VACATION PERIOD(S).

The choice vacation period shall be considered beginning the week that includes the last Monday in December through the week that includes the first Monday in December.

Item 6 THE DETERMINATION OF BEGINNING DAY OF AN EMPLOYEE'S VACATION PERIOD.

The vacation week will begin on Sunday and extend through Saturday.

Item 7 WHETHER EMPLOYEES AT THEIR OPTION MAY REQUEST TWO SELECTIONS DURING THE CHOICE VACATION PERIOD, IN UNITS OF EITHER 5 OR 10 DAYS. NON TRADITIONAL FULL-TIME EMPLOYEES WILL SUBMIT IN INCREMENTS BASED ON THEIR DUTY ASSIGNMENT OF 30 – 48 HOURS.

Each selection of choice vacation leave must be continuous and not be split.

**Item 8 WHETHER JURY DUTY AND ATTENDANCE AT
NATIONAL OR STATE CONVENTIONS SHALL BE
CHARGED TO THE CHOICE VACATION PERIOD.**

An employee who is called for Jury Duty during his/her scheduled choice vacation, or who attends a National, State or Regional Convention/Assembly is eligible for another available period provided this does not deprive any other employee of his/her choice for scheduled vacation. 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 **on the leave board** for the above stated purpose.

**Item 9 DETERMINATION OF THE MAXIMUM NUMBER OF
EMPLOYEES WHO SHALL RECEIVE LEAVE EACH
WEEK DURING THE CHOICE VACATION PERIOD.**

For the purpose of Choice Vacation, Overtime, Holiday and Annual Leave Scheduling, sections are identified as follows:

- Section #1 - All clerks at Tempe Mill Ave Retail
- Section #2 - All clerks reporting before 6:00 AM at Tempe Main Office
- Section #3 - All clerks reporting at or after 6:00 AM at Tempe Main Office
- Section #4 – Administrative and BMEU clerks at Tempe Main Office
- Section #5 – All clerks at Tempe Apache Station
- Section #6 – All clerks reporting before 6:00 AM at Tempe South Station
- Section #7 – All clerks reporting after 6:00 AM at Tempe South Station
- Section #8 – Maintenance by facility
- Section #9 – Any new crafts, sections or facilities to be negotiated with the
Local APWU President or designee

The number of employees to receive leave each week of the choice vacation period will be as following, using the **career** complement of each section as of November 1st of each calendar year:

1. 12 % as follows:
 - A. The week that includes Memorial Day to the week that includes Labor Day.
 - B. Thanksgiving week.
 - C. The week that includes the first Monday in December.
 - D. The week that includes the last Monday in December.
2. 7% as follows:
 - A.
 1. January
 2. February
 3. March
 4. April
 5. May until the week before Memorial Day
 - B. The week after Labor Day until the week before Thanksgiving.
 - C. In those years where there is a week between Thanksgiving and the first Monday in December.

In those instances where computing the number does not result in a whole number and the fraction resulting is .1 or higher, the next whole number shall be the number allowed leave.

Item 10 THE ISSUANCE OF OFFICIAL NOTICES TO EACH EMPLOYEE OF THE VACATION SCHEDULE APPROVED FOR SUCH EMPLOYEE.

The form 3971, signed by the employee's supervisor approving the annual leave, shall be official notification of the leave granted. The employee will get a signed duplicate. The vacation board shall be posted at the Main Office and all stations in a place easily accessible to all employees.

**Item 11 DETERMINATION OF THE DATE AND MEANS OF
NOTIFYING EMPLOYEES OF THE BEGINNING OF
THE NEW LEAVE YEAR.**

A notice shall be posted on the official bulletin board no later than November 1st notifying the employees of the beginning of the new leave year.

**Item 12 THE PROCEDURES FOR SUBMISSION OF
APPLICATIONS FOR ANNUAL LEAVE DURING
OTHER THAN THE CHOICE VACATION PERIOD.**

After the close of the choice vacation selection process, remaining time periods will no longer be considered as choice vacation time and will be available and awarded by seniority providing the requests are for 16 hour increments or more and are submitted two weeks prior to April 1 of each leave year. This leave will be approved if slots are available within the choice vacation percentages. No more than three (3) requests may be submitted during this procedure. Multiple submissions may be made with a preference made as to choice. Each request must be approved by seniority on a rotating basis.

All other requests for annual leave will be made on PS Form 3971, and will be approved on a first come first served basis for the slots remaining on the vacation board. A form 3971 received on the same day, for the same period, will be awarded by seniority. Leave requests must be for the same leave year in which they are submitted or within the next 90 days (whichever is the greater period of time).

**Item 13 THE METHOD OF SELECTING EMPLOYEES TO
WORK ON A HOLIDAY.**

To minimize non-volunteers required to work, management shall assign work by the following:

- a. Volunteers – full-time employees normally scheduled to work that day, by seniority. (Holiday or day designated as Holiday).
- b. Volunteers – Postal Support Employees by seniority.

- c. Mandate – Postal Support Employees by inverse seniority
- d. Volunteers – full-time employees normally scheduled off by seniority.
- e. Volunteers – Unencumbered
- f. 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 WHETHER “OVERTIME DESIRED” LISTS IN
ARTICLE 8 SHALL BE BY SECTION AND/OR TOUR.**

Two (2) Overtime Desired Lists shall be posted in each section. One list will be for scheduled day(s) off opportunities. The other will be for begin and/or end tour overtime opportunities.

Overtime desired lists shall be established by sections as listed in item #9.

The term “qualified” shall mean those skills necessary in order to be qualified for an assignment under the applicable craft provisions of the current National Agreement. Such skills must have been demonstrated in order to qualify for the assignment.

OVERTIME DESIRED LIST ADMINISTRATION

Overtime Desired List(s) will be posted in each section. Each list will indicate the date and the opportunity each individual worked for employees to view.

When an Overtime Desired List full time regular is declared the successful bidder for a job in 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.

Employees on the Overtime Desired List 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. The employee must stay off the Overtime Desired List for the rest of the quarter.

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

1. Full time regulars who are on the OTDL by seniority on a rotating basis within the section.
2. Full time regulars who desire to volunteer by seniority
3. If additional overtime is still needed, full time regulars assigned to the section will be mandated by inverse seniority on a rotating basis. Those employees mandated to work will be given a minimum one-hour notification, if possible, except for incidental overtime like window closeout, clearing the lobby of customers, etc.

**Item 15 THE NUMBER OF LIGHT DUTY ASSIGNMENTS
WITHIN EACH CRAFT OR OCCUPATIONAL GROUP
TO BE RESERVED FOR TEMPORARY OR
PERMANENT LIGHT DUTY ASSIGNMENT.**

The Local APWU President will receive written notice of all light or limited duty assignments in an APWU craft. Such notices shall be made in a timely manner. NO official temporary light duty assignments will be established; however, management and the Union recognize their responsibility to aid and assist APWU craft 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 from APWU craft employees, each request will be adjudicated on its own basis and light duty privileges will be granted if deemed warranted by the situation at hand. To the maximum extent practical, light duty assignments will be found within the requesting APWU employee's craft. When requests for permanent light duty assignments are received, the Local APWU President or designee shall be consulted.

Item 16 THE METHOD TO BE USED IN RESERVING LIGHT DUTY ASSIGNMENTS SO THAT NO REGULARLY ASSIGNED MEMBER OF THE REGULAR WORK FORCE WILL BE ADVERSELY AFFECTED.

Light duty assignments shall not be reserved that will adversely affect any member of the regular work force.

Item 17 THE IDENTIFICATION OF ASSIGNMENTS THAT ARE TO BE CONSIDERED LIGHT DUTY WITHIN EACH CRAFT REPRESENTED IN THE OFFICE.

Item 18 THE IDENTIFICATION OF ASSIGNMENTS COMPRISING A SECTION, WHEN IT IS PROPOSED TO REASSIGN WITHIN AN INSTALLATION EMPLOYEES EXCESS TO THE NEEDS OF A SECTION.

For purposes of reassignment outside the installation, the installation will be considered one section.

For purposes of reassignment within the installation, sections are defined in Item #9.

Item 19 THE ASSIGNMENT OF EMPLOYEE PARKING SPACES

All employees parking spaces at the Main office, except those officially reserved and so designated by the Postmaster, shall be on a first come first basis. One space will be reserved for the APWU designee at the Main office and at any future offices.

**Item 20 THE DETERMINATION AS TO WHETHER LEAVE TO
ATTEND UNION ACTIVITIES REQUESTED PRIOR TO
DETERMINATION OF THE CHOICE VACATION
SCHEDULE IS TO BE PART OF THE TOTAL CHOICE
VACATION PLAN.**

Leave approved to attend Union activities prior to the granting of choice vacation period will be counted in the percentage provided for in Item #9 of this memorandum.

**Item 21 THOSE OTHER ITEMS WHICH ARE SUBJECT TO
LOCAL NEGOTIATIONS AS PROVIDED IN THE
CRAFT PROVISIONS OF THIS AGREEMENT.**

Local Labor/Management meetings will be held on a quarterly basis. Additional meetings will be held in order to discuss timely issues. The meeting shall be held between the Postmaster and/or designee and the APWU staff. The agenda items will be submitted to the other party at least One (1) week in advance of the scheduled meeting.

Items not placed on the agenda may be discussed by mutual consent. Management will furnish the APWU with a written summary of the meeting to include the disposition of all items discussed. These minutes will be furnished within two (2) weeks of the meeting.

BULLETIN BOARDS

Management will provide the APWU a secured glass enclosed bulletin board at the Main Office and also one at each individual station.

SENIORITY LISTS

The Postal Service will provide the Union President with an accurate, updated seniority list for all APWU crafts on a quarterly basis.

**Item 22 LOCAL IMPLEMENTATION OF THIS AGREEMENT
RELATING TO SENIORITY, REASSIGNMENTS AND
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 ten (10) calendar days.
- D. The successful bidder shall be placed in the new assignment within fourteen (14) days after bidding is completed.
- E. Any regular position will be reposted if a change is made of more than two (2) hours 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, the job will be reposted.
- G. Residual vacancies

Full time Duty Assignments:

Follow the guidelines established regarding unencumbered assignments.

H. 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.

MAINTENANCE CRAFT

- A. When a vacant or newly established duty assignment is to be filled, management shall post a notice of intent for a period of seven (7) days.
- B. All vacant duty assignments shall be posted by notice of intent within thirty (30) days from when vacancy occurs.
- C. **The selection of preferred assignments is handled by the National Collective Bargaining Agreement under Article 38.5.A and must be followed.**
- D. A position will be posted if a change is made of more than two (2) hours from the original posted start time.

COMMUNICATION

Copies of the invitations, notice of job awards, disqualification or reassignments, related to bid jobs and job descriptions, new general orders, administrative bulletins, and/or any other notifications concerning APWU Craft employees will be furnished to the Local APWU President.

ADDENDUM TO LOCAL MEMORANDUM OF UNDERSTANDING

Between the

United States Postal Service

And the

American Postal Workers Union, AFL-CIO

Phoenix Metro Area Local 93

Item 14 WHETHER "OVERTIME DESIRED" LISTS IN ARTICLE 8 SHALL BE BY SECTION AND/OR TOUR.

Three (3) Overtime Desired Lists shall be posted in each section. One list will be for scheduled day(s) off opportunities (within the employee's bid section/base finance). One will be for begin and/or end tour overtime opportunities (within the employee's bid section/base finance). **The last list will be for scheduled day(s) off opportunities in Tempe offices in which the employee is not based (Tempe Station Wide).** When scheduling an employee for a scheduled day off from the Tempe Station Wide list the first opportunity must go to employees whose bid jobs are within the section/base finance office first. When scheduled day off overtime is called the whole day is to be worked in one office (one Tempe finance office).

Overtime desired lists shall be established by sections as listed in item #9.

The term "qualified" shall mean those skills necessary in order to be qualified for an assignment under the applicable craft provisions of the current National Agreement. Such skills must have been demonstrated in order to qualify for the assignment.

OVERTIME DESIRED LIST ADMINISTRATION

Overtime Desired List(s) will be posted in each section. Each list will indicate the date and the opportunity each individual worked for employees to view.

When an Overtime Desired List full time regular is declared the successful bidder for a job in a new section during a calendar quarter, he/she will have the opportunity to sign the Overtime

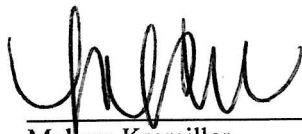
Desired List within seven (7) days after moving to the new assignment.

Employees on the Overtime

Desired List 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. The employee must stay off the Overtime Desired List for the rest of the quarter.

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

1. Full time regulars who are on the OTDL by seniority on a rotating basis within the section.
2. **Full time regulars who are on the OTDL by seniority on a rotating basis on the Tempe Station Wide list for non-scheduled day overtime.**
3. Full time regulars who desire to volunteer by seniority
4. **PSEs**
5. If additional overtime is still needed, full time regulars assigned to the section will be mandated by inverse seniority on a rotating basis. Those employees mandated to work will be given a minimum one- hour notification, if possible, except for incidental overtime like window closeout, clearing the lobby of customers, etc.



Melissa Kremiller

Postmaster (A)

USPS Tempe

Date: 4/4/24



for Johnny Abril 4/3/2024

Johnny Abril

President

APWU Local 93

Date: _____