

# Local Memorandum of Understanding

between

the

**United States Postal Service – Florence** and the




**American Postal Workers Union, AFL-CIO**

**Phoenix Metro Area Local 93**

  
Postmaster, United States Postal Service,  
Florence Installation

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1. Additional or longer wash-up periods.

Employees who perform dirty work or work with toxic materials shall be granted up to 5 minutes of wash-up time, before lunch and/or the end of the workday.

2. The establishment of a regular work week of five (5) days with either fixed

Full- Time Regular Employees in the APWU craft shall have a fixed five-day regular work week.

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 conditions.

The decision for curtailment or termination of Postal Operations to conform to the orders of local authorities, or as local conditions warrant because of emergency conditions (i.e. Act of God, Natural Disaster, Bio-hazard Materials), shall be made by the installation head or designee. When the decision has been reached to curtail Postal Operations, to the extent possible, management will notify the employees at the earliest possible time of termination or curtailment operations, such notification to the employees may be by telephone. Management at the earliest possible time will inform the local Union's President of the decisions made by the installation head or designee to curtail the operation or allow employees to return to the building, as soon as practicable.

4. Formulation of local leave program.

1. Prior to October 15th management will post a blank leave book with the available openings, (employees on rolls and vacancies) as defined in Item 9 and 12, in each section.

2. The Union or designee will manage the Choice Vacation Leave Boards. All leaves requested in advance shall be submitted in triplicate copy on PS Form 3971 and shall be handed directly to the employee's immediate supervisor and turned in to the Union or designated representative. As notice of receipt, one copy shall be returned to the employee at the time of submission.

a. Choice vacation period submissions shall be November 1st- November 15th.

b. All leave shall be granted by craft seniority in each section.

c. 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, no later than three days before the posting of award, for an open period for choice vacation.

d. All advance commitments for granting annual leave must be honored except in serious emergency situations in accordance with 10.4 D.

3. Leave request for openings not yet filled will be approved, provided the request is submitted no later than the Tuesday prior to the work week(s) in which the leave is desired. Approval of leave request made after the designated Tuesday will be subject to business conditions.

4. Any request for incidental annual leave will be acted upon and returned as described below to the employee or the leave will be considered approved.

1. All leave requests submitted for same day leave will be responded to within 2 hours.

2. Request for eight (8) hours or more of annual leave submitted for use within seven (7) days will be acted upon within that tour of duty.

3. All leave requests other than same day submitted will be adjudicated within 3 business calendar days.

5. The duration of the choice vacation period(s).  
The choice period shall begin on the first day of the Postal leave year and encompass the entire year.

6. The determination of the beginning day of an employee's vacation period.

Vacation Periods shall start on the first day of the employee's basic work week. The first day of day of the basic work week is defined as the day immediately following the employee's scheduled days off, and in the case of split days off, after the SECOND scheduled day off. Exceptions may be granted by agreement among the employee, union, and employer.

7. Whether employees at their option may request two (2) selections during the choice vacation period, in units of either five (5) or ten (10) days.

Employees may request two vacation selections during the choice vacation period for the maximum length of continuous time pursuant to Article 10, Leave, Section 3, of the National Agreement. 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.

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 the employee's 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 first choice for scheduled vacation in accordance with 10.3 F.

The leave for National, State or Regional Convention (Assembly) shall leave be granted in accordance with Art 24.2.B of the National Agreement.

9. Determination of the maximum number of employees who shall receive leave each week during the choice vacation period.

A maximum of 15% of employees as identified in Article 7.1A, as of September 1st, shall be allotted Annual Leave during the choice vacation period. If a fraction occurs at or above .50, it will be rounded up, with a minimum of one.

10. The issuance of official notices to each employee of the vacation schedule approved for such employee.

No later than December 1<sup>st</sup> the Union will post Choice Vacation Board, Management shall complete the Official Action on PS Form 3971 and return a copy to the employee as notification of their choice vacation submission.

11. Determination of the date and means of notifying employees of the beginning of the new leave year.

The Employer shall, no later than November 1, 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.

12. The procedures for submission of applications for annual leave during other than the choice vacation period.

A maximum of 10% of employees on the rolls to include vacancies as identified in Article 7.1A, as of September 1st, shall be allotted Annual Leave during other than the choice vacation period. If a fraction occurs at or above .50, it will be rounded up, with a minimum of one.

13. The method of selecting employees to work on a holiday.

1. All full-time regular employees who possess the necessary skills and have volunteered on their holiday or their designated holiday by seniority, by primary assignment then by secondary assignment.
2. Postal Support Employees (PSEs)
3. PTF shall be scheduled
4. All full-time regular employees who possess the necessary skills and have volunteered to work on their non-scheduled day, by seniority, by primary assignment then by secondary assignment.
5. Full-time regular employees who do not volunteer on what would otherwise be their holiday or designated holiday, regardless of whether the day is the employee's scheduled day off, by inverse seniority by primary assignment then by secondary assignment.

14. Whether Overtime Desired Lists in Article 8 shall be by section and/or tour.

For the purpose of posting the Overtime Desired List, the posting will be made by section and by craft in each facility as follows:

1. by Craft, in based by qualifications as required by their bid job

Employees with more than one assignment on their bid position shall be allowed to sign each OTDL on their bid position.

Employees on the OTDL shall be scheduled for overtime on a rotating basis, with the first opportunity of each new quarter assigned to the qualified senior employee.

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.

When an Overtime Desired List full-time regular is declared the successful bidder for a job in a new section during a quarter, the employee will have the opportunity to sign the Overtime Desired List in the new section within 10 days of the effective date of the assignment.

- Whenever a PSE/PTF is converted to full-time during a calendar quarter, he/she will have the opportunity to sign the Overtime Desired List within (10) days after the effective date to the new assignment.
- Employees on the Overtime Desired List(s) can withdraw their names from the list in writing at any time during the quarter. The employee shall identify which part of the list they are withdrawing from. The withdrawal will be effective the day after it is submitted, and the employee is responsible for working the overtime they have already been scheduled (BT/ET or 6th) for the remainder of the current week. The employee must stay off the identified Overtime Desired List for the rest of the quarter.
- Employees who sign the OTDL have the option to sign for a 6th day only and/or same tour OTDL (10 and/or 12 hours.) The employees will also note if the list they are signing is for their primary bid assignment or their secondary bid assignment(s).

- Unassigned regulars can only sign the OTDL for the section they are assigned to work.

- Management may go to the secondary list and skip the primary OTDL prior to scheduling penalty pay.

As a courtesy one-hour notice shall be given to all employees prior to the start of overtime.

- If a ODL is approved a schedule change they shall go to the bottom of the rotation.

- When management attempts to call an employee at home for overtime, if no contact is made, the next available employee will be scheduled. It is the employee's responsibility to keep management aware of the current home/cell phone number.

\*\*\*If an employee is on leave during the entire duration of the OTDL sign up period, he/she will have 7 days upon his/her return to duty to sign the OTDL\*\*\*.

15. The method to be used in reserving light duty assignments so that no regularly assigned member of the regular workforce will be adversely affected.

There shall be no light duty assignments reserved for temporary or permanent light duty assignments. Each request for temporary light duty assignment shall be adjudicated on its own a case-by-case basis in accordance with Article 13 as defined in Items 16 and 17 of this Agreement. No regular employee on a bid job will be adversely affected because of light duty assignments.

16. The identification of assignments that are to be considered light duty within each craft represented in the office.

When an employee requests light duty, the USPS will make a bona fide effort to identify light duty works consistent with the employee's medical restrictions. In providing such light duty, the USPS should minimize any adverse or disruptive impact on the employee and shall not adversely affect a career employee due to light duty for others. The following examples may be considered but not limited to:

Modifying the existing assignment:

- Reassignment in craft within the same hours as the employee's regular duty assignment,
- Modification of hours on the same tour as the employee's regular duty assignment,
- Reassignment within craft on another tour,
- Reassignment within another craft.

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 where it is proposed to reassign within an installation employees excess to the needs of a section.

Section shall be by Tour by Level.

The following work areas will comprise a section:

**Clerk**

Clerks by qualification

Lead Clerks

\*\*\* If there are any additions or removal of mail processing, Window services and/or operations during the lifetime of this LMOU, Management and Union will re-meet to discuss potential sectional changes.

19. The assignment of employee parking spaces.

Parking that is present shall be available for all Bargaining Unit Employees except already designated parking spaces. All parking spaces are subject to current postal parking regulations and will be on a first-come, first-serve basis.

20. The determination as to whether annual leave to attend Union activities requested prior to determination of the choice vacation schedule is to be part of the total choice vacation plan.

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 vacation during the choice period and will be considered part of the total choice vacation plan for the facility.

**ITEM 21 and ITEM 22**

Posting and furnishing of an updated seniority list shall be made on a quarterly basis for all APWU crafts. Any error in the seniority list shall cause the corrected page to be reposted within seven days.

Management will provide the APWU with a bulletin board at all Florence Offices with a copy of the keys to be provided to the Chief Steward.

**Posting and Bidding**

**CLERK CRAFT:**

- 1) 1 Invitation for FTR clerk craft bids will be posted every 28 days. These bids shall remain posted for 7 days. The announcement of awards will be issued no later than 7 days after the closing of the posting. Successful bidders will be moved to the new positions on the Saturday of the next full pay period. No employee will be moved during December. Should the move date be scheduled in December, the actual move date will be the first Saturday of the first full pay period in January. If management makes a determination that a job posted requires amending, it is necessary to obtain union concurrence. If it is agreed that the job requires amending, the job will be removed from the current posting and will be posted on the next bid cycle with the changes.
- 2) **The determination of what constitutes a significant change in the Clerk Craft is as follows;**
  - (1) **The adding or removing of a duty that requires qualifying,**
  - (2) **Change of primary duty assignment listed first on the employees bid job description.**
  - (3) **Change of Level**
- 3) In the clerk craft, when reporting time of an occupied bid position is permanently changed by more than one (1) hour and up to two (2) hours, the incumbent shall have the option to accept or reject the change regardless of tour. If the incumbent rejects the change, the bid job will be reposted, and the incumbent will become an unencumbered employee.

- 4) Announcements of qualified bidders and backups will be made the second Tuesday of each pay period. 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.
- 5) A copy of the notice of job awards, disqualifications, or UAR reassignments related to bid jobs and change in occupied bid job comments job descriptions will be furnished to the Local President/Designee of the APWU.

#### **SUFFICIENT CHANGE IN DUTIES TO CAUSE REPOSTING**

The Local APWU President shall be consulted by Management when determination is to be made concerning a sufficient change of duties, principal assignment area, or knowledge requirements to cause the duty assignment to be reposted. Should the Local APWU President request that the job be reposted, it shall be in line with National Agreements.