

May 21, 2015 – September 20, 2018

Local Memorandum of Understanding

between

the

United States Postal Service - Phoenix
Installation

and the

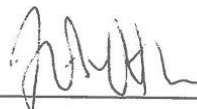


American Postal Workers Union, AFL-CIO

Phoenix Metro Area Local 93



Clyde Jones - Plant Manager, United States
Postal Service, Phoenix Installation



Joe Cuccinotto - President, American Postal
Workers Union, AFL-CIO Phoenix Metro
Area Local 93

TABLE OF CONTENTS

<u>SUBJECT</u>	<u>ITEM</u>	<u>PAGE</u>
Preamble		4
<u>Wash-up Time</u>	<u>1</u>	5
<u>Basic Work Week</u>	<u>2</u>	5
<u>Guidelines for Curtailment or Termination of Postal Operations</u>	<u>3</u>	5
<u>Formulation of Local Leave Program</u>	<u>4</u>	7
<u>Duration of Choice Vacation Period</u>	<u>5</u>	8
<u>Determination of the Beginning Day of Vacation Period</u>	<u>6</u>	9
<u>Choice Vacation Period Options</u>	<u>7</u>	9
<u>Convention Time and Jury Duty</u>	<u>8</u>	10
<u>Choice Vacation Number of Employees Allowed off Each Annual Leave Week</u>	<u>9</u>	10
<u>Vacation Approval Notices</u>	<u>10</u>	15
<u>Notice of the Leave Year</u>	<u>11</u>	15
<u>Applications for Annual Leave for December 1st through December 24th, through the First Two Weeks in February and After the Close of Choice Vacation Period</u>	<u>12</u>	15
<u>Holiday Scheduling</u>	<u>13</u>	20
<u>Overtime Desired List Administration</u>	<u>14</u>	22

<u>Light Duty</u>	<u>15</u>	27
<u>Establishing Light Duty Assignments</u>	<u>16</u>	27
<u>Light Duty Assignments</u>	<u>17</u>	27
<u>Sections for Reassignment</u>	<u>18</u>	28
<u>Parking</u>	<u>19</u>	29
<u>Union Leave</u>	<u>20</u>	30
<u>Labor/Management Committee Meetings</u>	<u>21</u>	30
<u>Posting and Bidding</u>	<u>22</u>	30

Article I. PREAMBLE

All Phoenix employees on detail to any other work location outside the installation will be covered by the Phoenix Local Agreement while on detail.

The only exception to this provision is where a particular Local Agreement of the location the employee is assigned to specifically addresses detailed employees from another location. In these cases the Phoenix Local Agreement will still apply except for those items agreed to by the Phoenix Metro Area Local Union in the Local Memorandum of the office the employee is detailed.

It is agreed for the duration of this LMOU, all references to the positions of Motor Vehicle Operators and Tractor-Trailer Operations will be classified as MVS Drivers.

It is further understood for this LMOU, there will be a defined section for all MVS GMF Clerks.

ITEM 1

Wash-Up Time

Wash-up time shall be provided to those employees who perform dirty work or work with toxic materials 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 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.
- 3) In the Motor Vehicle Craft and Maintenance Craft, those employees who perform dirty work or work with hazardous materials **shall** be granted additional wash-up time..
- 4) Management will comply with all directives considering wash-up times for biochemical agents/infectious disease if found introduced into the mail stream.

ITEM 2

Basic Work Week

Full time regular employees in the following APWU crafts shall have a fixed five-day work week. Part time regular employees shall have a fixed work week:

Maintenance
Clerk

Full time regular employees in the following APWU craft shall have rotating or fixed five-day work week, **not to exceed 20% split days off:**

MVS Drivers

ITEM 3

Guidelines for Curtailment or Termination of Postal Operations

When the Senior Plant Manager/Phoenix Postmaster/Manager, Customer Product Distribution determines it necessary to curtail or terminate any postal facility due to Acts of God, Civil Disorders, or other reasons, the President of the APWU will be notified immediately of such action.

In cases where a breakdown of heating or cooling units results in abnormally warm or cold 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 areas; or temporary rescheduling of employees. If such working 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.

In cases where local law enforcement or bio-hazard experts have found that bio-chemical agents or infectious diseases have been introduced into the local mailstream, management will minimize potential for exposure in accordance with the Management Instruction on emergency responses. Upon the advice of local law enforcement or bio-hazard experts, a supervisor may evacuate the immediate work area of exposure until the emergency response team or local law enforcement arrives and takes control of the situation. Additionally, the decision to further evacuate adjoining work areas or the entire facility shall be made by the installation head or designee, who will base the decision on the advice of bio-hazard experts, law enforcement and Postal Service Area and Headquarter Officials. The decision to allow the employees to return to the work area or building will also be made by the installation head or designee, who will base the decision on the advice of bio-hazard experts, local law enforcement and the Postal Service Area and Headquarters officials. The local Union president will be informed of all decisions made by the installation head to evacuate the area/building or to allow employees to return to the area/building.

In the event it is determined that a bomb may exist in the facility, the employees in the immediate area will be moved until such time as it is verified by a Postal and/or city official. If it is determined that a bomb does exist, the facility shall be evacuated until the bomb team determines it is safe to re-enter the facility.

Upon notification to the Supervisor, during periods of elevated airborne particulate, i.e. dust storms, employees shall be permitted to leave the area for the necessary time so as to avoid exposure.

Item 3: Questions and Answers:

1. Q: If a bomb is suspected in the immediate work area, what procedures should be followed?

A: First, the employees should be moved from the immediate area and the Inspection Service and law enforcement should be notified. Any decision to evacuate the facility will be made by the installation head, who will base the decision upon the advice of local law enforcement or the Inspection Service.

2. Q: Who would make the determination to evacuate the facility in the event that it is determined the device discovered is a bomb?

A: The installation head or designee, after being informed that a bomb is discovered, shall make the determination to evacuate the facility based upon the advice of the Inspection Service or local law enforcement.

3. Q: When it is discovered that a bomb may exist in a Postal facility, should the Union be informed?

A: Yes. The local President, or his/her designee, should be notified immediately so that they will be informed of what is transpiring and to offer any assistance if needed.

ITEM 4

Formulation of Local Leave Program for All APWU Crafts

1. Beginning January 2 of each leave year, applications will be accepted for choice vacation period selection(s). MVS Drivers and VMF employee applications will be accepted following the annual bid awards.
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 January 16 to complete their selection and return Form 3971 to their supervisor.
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. 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.
5. **The supervisor must complete the choice vacation schedule and it shall be posted on February 1st at the start of the employee's Tour.** In the MVS Craft, if the awarding of the job bidding is past January 1, an even number of days will be added after February 1.
6. All advance commitments for granting annual leave must be honored except in serious emergency situations.
7. Care shall be exercised to ensure that no employee is required to forfeit any part of their annual leave. In the MVS Craft, management will advise all employees by a 2 week posting to be placed by September 1st of the potential forfeiture of an excessive amount of leave on the books above the carry-over limit. Employees with excessive amount of leave are responsible for submission of 3971 to their immediate supervisor to be used by end of leave year.
8. Leave without pay may be granted to employees who do not have sufficient annual leave to cover for choice vacation.

Item 4: Questions and Answers:

1. Q: If an employee fails to make a selection for their first choice within the time period, where do they fall in the selection process?

A: The employee would drop to the bottom of the selection list for that first choice slot. The same answer would apply for the second choice.

2. Q: What if management fails to start accepting applications for choice vacation beginning January 1st of each year?
- A: The Chief Steward for that Tour of facility should be notified immediately so that any changes in the submission process could be extended so as to allow all employees the opportunity to submit for their choice vacation.
3. Q: Does the senior employee have their first and second choice approved before the junior employee's first choice is considered?
- A: No. Management must go through the first selections for choice vacation by seniority prior to considering the second selection for choice vacation.
4. Q: When an employee bids from one section to another section, do they take their choice vacation with them to the new section?
- A: Yes. All advance commitments for granting annual leave must be honored except in serious emergency situations. The losing section will treat that choice vacation slot the same as cancellation.
5. Q: Prior to his/her approved prime time leave period, if an employee exhausts all annual leave due to the approved FMLA, approved leave due to a long term illness or due to a death in the family, will that employee still be allowed to take leave during the approved prime time leave period?
- A: When an employee exhausts annual leave due to approved FMLA, approved leave due to a long term illness or a death in the family, the employee will still be allowed to take leave during his/her approved prime time leave period. However, the leave charge for that period will be LWOP.

ITEM 5

Duration of the Choice Vacation Period

The choice vacation period for the year shall be as follows:

- 1) Beginning February 15 and ending the last week of November, plus December 26 to December 31 for all APWU Crafts. **In CFS and the VMF the choice vacation period is February 15th through December 31st.**

Item 5: Questions and Answers:

1. Q: When does the choice vacation period begin and when does it end?

A: The choice vacation period begins February 15th and ends with the last full week in November, plus December 26th through December 31st. December 26th through December 31st does not have to begin after the employees scheduled days off.

2. Q: Is an employee guaranteed their holiday and SDO's with their choice vacation selection?

A: Yes.

ITEM 6

Determination of the Beginning Day of Vacation

The vacation period shall start on the first day of the employee's basic workweek. First day of the basic workweek is defined as the day immediately following the employee's scheduled days off, and in the case of split days off, after the first scheduled day off. Exceptions may be granted by agreement among the employee, the Union representative, and employer.

Item 6: Questions and Answers:

1. Q: When does the employee begin their vacation period?

A: The choice vacation period for an employee begins immediately following their scheduled days off. If an employee has split days off, the choice vacation period begins after their first scheduled day off.

2. Q: When does a part-time flexible begin their choice vacation period?

A: Part-time flexible do not have specific days off. A part-time flexible's choice vacation period should begin after what has been their normally scheduled days off prior to the leave beginning. Part-time flexibles will be guaranteed their days off in conjunction with their choice vacation period.

3. Q: Can an exception be granted to the employee who does not want to take their choice vacation selection in conjunction with their holiday or scheduled days off?

A: Yes. An exception may be granted by agreement among the employee, the Union representative, and the employee's supervisor. If a modification of an employee's scheduled days off is done, then the signed 3189 should be approved by both the appropriate supervisor and the Union representative.

ITEM 7

Choice Period Options

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. 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 7: Questions and Answers:

1. Q: If an employee submits for choice vacation in other than 5, 10 or 15 days increments, how many choices would they receive?

A: The employee would only get one (1) selection for choice vacation.

ITEM 8

Convention Time and Jury Duty

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

Choice Vacation

Number of Employees Allowed off Each Annual Leave Week

CLERK

A) Fifteen (15) percent of the employee complement in each clerk section will be allowed off March through August and the week of Thanksgiving in November. December 26 through December 31, and all remaining weeks of prime time will be at 12%. In CFS, twelve (12) percent in June, July, and August, and fifteen (15) percent in other choice vacation months including December, shall be allowed to take choice vacation leave. If a fraction of .50 or above occurs, it will be rounded upward.

B) Employee(s) may cancel pre-approved annual leave 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) days and award by seniority.

C) IDENTIFICATION OF A SECTION

For the purpose of choice vacation scheduling, holidays and overtime, a section is identified by tour by facility by level as follows:

- Distribution
- (1) Incoming Letter Primary, Secondary by Scheme
 - (2) Manual Outgoing Letter Primary, Secondary, State, SCF, and Non-Pref
 - (3) AFSM 100 flats operations, FSM maze, FSS, AFSM/FSS Manual Flats
 - (4) Manual Flats – AFSM/FSS
 - (5) DIOSS/DBCS/LMLM/Tabbing Machine
 - (6) Outgoing / Incoming Pref Opening, Pouch, Dispatch, AAA, SWYB
 - (7) Main Office Box Section
 - (8) Incoming Manual Flat Distribution Primary
 - (9) Express Mail P & DC
 - (10) General Clerks – Mail Processing- by pay location
 - (11) Registry
 - (12) Nixie Section
 - (13) Slip and Label
 - (14) Bulk Mail Acceptance Unit
 - (15) Ramp Clerks
 - (16) LCUS- WV L & DC
 - (17) Manual Operations WV L & DC
 - (18) SPBS/APBS/SPSS – WV L&DC
 - (19) Each Station – **by facility**
 - (20) CFS
 - (21) Clerk Messengers
 - (22) Administrative Office by Pay Location by Level
 - (23) Best Qualified Secretary by Pay Location
 - (24) Claims Section
 - (25) Procurement and Supply
 - (26) Best Qualified by Occupational Code
 - (27) Dues Technicians by level
 - (28) Expeditors, General & Dock, by Pay Location
 - (29) DBCS/ Storage WV L&DC
 - (30) TACS Time and Attendance Clerks
 - (31) Maintenance by Occupational Group/Facility
 - (32) All Station Relief
 - (33) Stamp Distribution Center
 - (34) AFCS 200
 - (35) Any New Section Will be Discussed with the Union

If there are more than one of the above sections contained in an employee's duty assignment, the section listed **first** is considered the employee's section. The other section listed on the duty assignment becomes their secondary assignment.

MAINTENANCE CRAFT

A) Fifteen (15) percent of the employee complement in each maintenance section will be allowed to take choice vacation leave during the choice vacation period. December 26 through December 31 will be at ten (10) percent. If a fraction occurs at .50 or above, it will be rounded upward.

B) IDENTIFYING SECTIONS

By occupational group, tour, facility except for the following which are combined by tour and facility:

- (1)AMT
- (2)Carpenter and Painter
- (3)Custodian, Laborer Custodial, and Group Leader.
- (4)Maintenance Operations Support Clerk PS-7
- (5)FMO ET
- (6)FMO MPE
- (7)City BME
- (8)City Maintenance Mechanic Level 7
- (9)FMO Maintenance Mechanic Level 7

Any position identified as a Relief Assignment under Article 38.7C of the National Agreement shall be included in the same section as those positions identified for relief.

Facility is defined as:

- (1) Processing & Distribution Center
- (2) Rio Salado Facility
- (3) Phoenix Stations (each is considered a separate facility)
- (4) WV L&DC

Any new section will be discussed with the Union.

MVS CRAFT

- A) MVS Drivers by seniority, twelve percent (12%) will be allowed off during the choice vacation period except between December 26 and December 31 when nine (9) percent will be allowed off, unless the PSE complement is up to 35 PSEs on December 20th, in which case, twelve percent (12%) will be allowed off during December 26 and December 31.
- B) P&DC MVS Clerks – by seniority, twelve percent (12%) will be allowed off during the choice vacation period except between December 26 and December 31 when nine (9) percent will be allowed off, unless the PSE complement is up to 35 PSEs on December 20th, in which case, twelve percent (12%) will be allowed off during December 26 and December 31.
- C) P&DC: For the purpose of Choice Vacation, a section for MVS will be defined as follows:

- 1) MVS Drivers are classified as one section
- 2) All MVS clerks are classified as one section.

D) VMF sections are defined as follows:

Vehicle Maintenance Facility – by position seniority, **by tour**, twelve percent (12%) of the total employees with a minimum of one (1) will be allowed off. **Management will round up when a percentage of .5 or greater is calculated.:**

- 1) Mechanics
- 2) Jr. Mechanic and Garagemen
- 3) Tire Repairman
- 4) Body and Fender Repairman and Painter
- 5) VMF MVS Administration Clerks / **General Clerks**
- 6) Storekeeper, Tool and Parts Clerk
- 7) Merv Units
- 8) Any new section will be discussed with the Union, and if there is a restructure of mechanic assignments, tour numbers will be readjusted.

E) Any fraction occurring at .50 or above will be rounded upward.

F) Employee(s) may cancel pre-approved annual leave. Those employees who wish to cancel leave must do so in increments of 40 hours (32 hours for holiday week). Employees 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) and allow other employee(s) to take leave in the same period, subject to the following conditions:

- 1) Management will post the cancellation for a minimum of 72 hours.
- 2) It shall be awarded no more than 48 hours after the close of the posting in the following order:
 - 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.

G) If the PSE complement is up to 35 PSEs on December 20th, Twelve percent (12%) of the Postal Vehicle Service employees will be allowed off from December 26th through December 31st. Each year the Plant Manager and the Local President will review the PSE complement by December 1st to determine the number.

Item 9: Questions and Answers:

1. Q: What are the percentages for choice vacation?
A: March through August and the last week of Thanksgiving are figured at 15% of the employee complement. The last two weeks of February, September, October and November (excluding the week of Thanksgiving) are figured at 10% of the complement. December 26th through December 31st is figured at 12%.
2. Q: What is the employee complement?
A: The employee complement will be decided prior to the January 1st application period. This will be determined jointly by the Plant manager or his/her designee and the local President or his/her designee.
3. Q: Can an employee cancel a portion of their choice vacation?
A: No. If an employee wishes to cancel choice vacation, the entire block of choice leave would be considered cancelled.
4. Q: Once choice vacation is cancelled and posted in the section and eventually awarded, does the employee who has the leave approved have the guarantees of having their holiday and scheduled days off with the leave?
A: **Normally employees, including those on the overtime desired list, that have annual leave immediately preceding and/or following nonscheduled days will not be required to work overtime on their off days. However, employees may advise their supervisor in writing of their availability to work a nonscheduled day that is in conjunction with approved annual leave. Scheduled non-choice leave in conjunction with a Holiday does not guarantee a Holiday off.**
5. Q: How long must management post choice vacation cancellation slots?
A: If an employee gives management a 10 day notice of the cancellation of the choice vacation, then management must immediately post the cancellation in the section for seven (7) days and award by seniority to the employee who submits for the majority of the leave. **During the choice vacation period December 26th through December 31st, if an employee's scheduled days off fall within the cancelled block, those days are included when calculating which employee submitted for the majority of the leave.** It may be possible that one (1) employee puts in for 24 hours of the leave and another employee puts in for 16 hours of the cancelled leave.
6. Q: Once the choice vacation (prime-time) block is cancelled by an employee and is reposted and awarded, what percentage is calculated?
A: The appropriate choice vacation percentage for that time frame would apply.
7. Q: Do PTFs have a section for the purpose of choice vacation and holidays?

A: Yes. For the purposes of choice vacation scheduling, they are considered part of the complement of the section they are assigned and where their schedule is maintained. For the purposes of holiday scheduling, they are scheduled for the holidays in the section for which they normally work and their schedule for work is maintained.

ITEM 10

Vacation Approval Notices

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 10: Questions and Answers:

1. Q: What is the official notification of approved choice vacation?

A: Employees should submit a 3971 in duplicate of the leave they are requesting. The signed duplicate is the official notification that the leave has been approved.

ITEM 11

Notice of Leave Year for All APWU Crafts

Prior to January 1, supervisors shall post a list showing the number of employees in each section who can be granted annual leave during the choice vacation period.

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.

ITEM 12

Applications for annual leave for the period of December 1st - 24th, January 1st - 31st, February 1st-14th and all dates remaining available after the close of choice vacation selection:

Clerk Craft

After the Close of Choice Vacation Selection:

- 1. Initial submission for leave after the close of choice vacation is posted on February 1st, will be accepted from February 1st - February 4th. The leave will be awarded by seniority at the beginning of the shift on February 8th.**
- 2. Annual Leave must be in full shift increments.**
- 3. Any submissions after the February 8th posting, will be acted upon on a first come first serve basis.**

4. Form 3971 received on the same tour of duty for the same period will be awarded by seniority.
5. Up to ten (10) percent of the clerk craft employees, in a section, during the time period available after the close of choice vacation, with a minimum of one employee, will be permitted leave.
6. Subject to the terms herein, PSEs annual leave requests which are operationally feasible and are not to the detriment of career employees in the section shall be approved.

Applications for annual leave for the period of December 1st -24th, January 1st-31st, and February 1st-14th:

1. September 1st - September 15th of each calendar year, employees may submit non-choice leave for the period of December 1st - 24th, January 1st - 31st, and February 1st-14th. The leave will be awarded by seniority on September 30th.
2. Any submissions after the September 30th posting, will be acted upon on a first come first serve basis.
3. Form 3971 received on the same tour of duty for the same period will be awarded by seniority.
4. During December 1st-24th, January and February 1st-14th, up to five (5) percent of the Clerk craft employees in a section, with a minimum of one employee, will be permitted leave.

Additional annual leave provisions:

1. Employees should submit Form 3971 to their immediate supervisor a minimum of seven (7) days in advance of the requested annual leave date, however, management will establish no blanket policy to automatically deny non-choice leave request that are not submitted at least seven (7) days in advance. If operationally feasible, the supervisor should approve the leave request
2. Employees who wish to cancel pre-approved annual must notify Management ten (10) days in advance of such leave starting. Should the employee fail to do this, approval of such cancellation of leave will be at Management's discretion unless cancellation is due to an emergency or some other justifiable reason.
3. Should an employee cancel leave, management shall allow another employee to take leave during the same period, should such a request be made four (4) days prior to the leave beginning.
4. If an employee in the section or pay location is on long term leave (consisting of more than seven (7) days) for reasons of health, a 15 percent rule will apply, and the employee on the long term leave will be included in the computation of this 15 percent factor.

MAINTENANCE CRAFT ONLY

Applications for Annual Leave for the First Two (2) Weeks of February and After the Close of Choice Vacation Selection

Annual leave selections for the first two (2) weeks of February and those remaining time periods available after the close of choice vacation selection is completed, will be available to employees on a first come, first serve basis. Form 3971 received on the same tour of duty for the same period will be awarded by seniority. Up to ten (10) percent of the Maintenance craft employees in a section or pay location, with a minimum of one employee, will be permitted annual leave, subject to the following conditions:

1. Employees must submit Form 3971 to their immediate supervisor a minimum of ten (10) day in advance of the requested annual leave date.
2. Annual leave requests must be in increments of eight (8) hours or more.
3. Employees who wish to cancel pre-approved annual leave must notify Management ten (10) days in advance of such leave starting. Should the employee fail to do this, approval of such cancellation of leave will be at Management's discretion unless cancellation is due to an emergency or some other justifiable reason. Should an employee cancel leave, Management shall allow another employee to take leave during this same period, should a request be made four days prior to the leave beginning.
4. If an employee in the section or pay location is on long term leave (consisting of more than seven (7) days) for reasons of health, a 15 percent rule will apply, and the employee on the long term leave will be included in the computation of this 15 percent factor.

Employees attending Postal training for the Postal Service shall not be the sole cause for denial of application of annual leave under these terms.

MOTOR VEHICLE CRAFT

Annual leave selections for the unbid slots in the choice vacation period before and after choice vacation bidding is completed, plus January and the first two weeks in February (at the same percentage as the choice period which is 12%, except between December 26 and December 31 which is 6%), will be opened for bidding following the choice selection by seniority for three (3) calendar days. It shall be awarded within seven (7) calendar days. The remaining selections shall be awarded to the employees by seniority on a first come first serve basis, subject to the following conditions:

1. Annual leave requests shall be in increments of eight (8) hours.
2. Employees requesting annual leave for unbid time periods must submit PS Form 3971 to their immediate supervisor a minimum of ten (10) days prior to the start of the requested annual leave.
3. Employee(s) may cancel pre-approved annual leave. Those employees who wish to cancel leave must do so in increments of 40 hours (32 hours for holiday week). Employees 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) and allow other employee(s) to take leave in the same period, subject to the following conditions:

- A. Management will post the cancellation for a minimum of 72 hours.
- B. It shall be awarded no more than 48 hours after the close of the posting in the following order:
 1. Requests for the total time of the cancellation by seniority.
 2. Requests for the largest amount of the leave in forty (40) hour increments, unless forty (40) hours is not available, by seniority.
 3. All other requests by seniority.
4. If an employee(s) in a section is on long term leave or limited duty consisting of more than twenty one (21) days, management may delete the available annual leave slots. The total slots deleted will not exceed six (6) slots.

SUBMISSION FOR SHORT TERM ANNUAL LEAVE

ALL CRAFTS

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 immediate supervisor within 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 immediate supervisor within the first two hours of duty, management will render a decision within two working days. Where no action is taken within this period, the request for such leave will be approved.
3. Those requests for 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 12: Questions and Answers:

1. Q: After the close of choice vacation, what are the percentages for annual leave?

A: The percentages for December (excluding December 26th through December 31st) through the first two (2) weeks of February is figured at 5% for annual leave in a section. All other choice vacation slots will be figured at 10%.
2. Q: If a section has 100 employees, does management only have to allow a minimum of one (1) off in the section?

A: If a section has 100 employees and the percentage to allow off is 10% then ten (10) employees can be allowed to take leave. If the percentage is 5%, then five (5) employees can be allowed off. The minimum of one is for those sections that when the percentages do not figure out to allow an employee off, then the minimum of one (1) rule applies.

3. Q: Does an employee have to wait 30 days prior to the date of requesting short-term leave?

A: No. The employee may submit for any remaining time period available for the current leave year. The annual leave must be in increments of eight (8) hours or more, and the 10% rule applies.

4. **Q: When an employee has a full shift of scheduled annual leave in conjunction with his/her scheduled days' off, is he she excused from overtime on his/her scheduled days off?**

A: Normally employees, including those on the overtime desired list, that have a full shift of annual leave immediately preceding and/or following nonscheduled days will not be required to work overtime on their off days. However, employees may advise their supervisor in writing of their availability to work a nonscheduled day that is in conjunction with approved annual leave.

Submission for Short Term Annual Leave

5. Q: What is the appropriate notification of approval or disapproval of short-term leave?

A: An employee should submit duplicate completed 3971's to their supervisor, or the supervisor designated in the absence of the immediate supervisor. The supervisor should take the necessary action, within the time frames required and the percentages allowed, and then give the signed duplicate back to the employee. The mere verbal approval or denial does not constitute action taken on a leave request.

6. Q: If management does not take action or give the employee the form 3971 disapproving the request for leave, is the leave considered approved?

A: Yes, If management has not met the criteria for taking action within the guidelines and deadlines set forth in the Submission for Short Annual Leave and no 3971 is given back to the employee approving or disapproving the leave, then the leave is considered approved.

7. Q: If an employee submits for non-choice leave less than 10 days before the date the leave is to commence, should the leave request be automatically denied?

A: No. Management should establish no blanket policy to automatically deny non-choice leave requests that are not submitted at least 10 days in advance. If operationally feasible, the supervisor should approve the leave request.

ITEM 13

HOLIDAY SCHEDULING

MAINTENANCE:

Holiday Scheduling in the Maintenance Craft will be by Occupational Group, Level, Tour, Station and Facility. Necessary skills for holiday scheduling will be determined by the criteria in Item 14.

- 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 regular employees mandated to work on a holiday will be by inverse seniority, regardless of whether the day is the employee's scheduled day off or designated holiday.

MVS:

The following will be the method of selection for full time regular employees who work on a holiday:

1. **All full-time regular employees who possess the necessary skills and have volunteered to work on their holiday or their designated holiday, by seniority.**
2. **All part-time flexible volunteers to the maximum extent possible, even if the payment of overtime is required.**
3. **All full-time regular employees who possess the necessary skills and have volunteered to work on their non-scheduled day, by seniority.**
4. **Mandate Postal Support Employees (PSEs).**
5. **Mandate remaining part-time flexibles to the maximum extent possible, even if the payment of overtime is required.**
6. **Full-time regular employees who do not volunteer whether it is their non-scheduled day, holiday or designated holiday by inverse seniority.**

VMF:

1. **All full-time regular employees who possess the necessary skills and have volunteered to work on their holiday or their designated holiday, by seniority.**
2. **All part-time flexible volunteers to the maximum extent possible, even if the payment of overtime is required.**
3. **All full-time regular employees who possess the necessary skills and have volunteered to work on their non-scheduled day, by seniority.**
4. **All full-time regular employees from out of section/out of tour who possess the necessary skills and have volunteered to work on their holiday or their designated holiday, by seniority.**
5. **All full-time regular employees from out of section/out of tour who possess the necessary skills and have volunteered to work on their non-scheduled day, by seniority.**

6. **Mandate remaining part-time flexibles to the maximum extent possible, even if the payment of overtime is required.**
7. **Full-time regular employees who do not volunteer whether it is their non-scheduled day, holiday or designated holiday by inverse seniority.**

When operationally practicable, Management shall replace the senior mandated employee(s) who wishes to be relieved from the Holiday mandate, with the senior volunteer(s) who comes forward after the Holiday schedule has been posted. This will not constitute a late holiday posting.

CLERK CRAFT:

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

- 1) Volunteers from full time regular employees normally scheduled to work on a holiday, by seniority, including light/limited duty employees, with medical ability, working their bid jobs in the affected section, by their primary bid assignment.
- 2) Volunteers from full time regular employees normally scheduled to work on a holiday, by seniority, including light/limited duty employees with medical ability working their bid jobs in the affected section, by their secondary bid assignment.
- 3) **Mandate PSEs.**
- 4) Volunteers from full time regular employees normally scheduled off on the holiday, by seniority, including light/limited duty employees, with medical ability working their bid jobs in the affected section, by their primary bid assignment.
- 5) Volunteers from full time regular employees normally scheduled off on the holiday, by seniority, including light/limited duty employees with medical ability working their bid job in the affected section, by their secondary bid assignment.
- 6) Volunteers from unassigned regulars and light/limited duty employees, with medical ability, assigned to the section from another section by seniority and level.
- 7) Volunteer by seniority within the same tour and facility.
- 8) Mandate unassigned regulars and light/limited duty employees, with medical ability, assigned to the section by inverse seniority.
- 9) Full time regular employees mandated to work on a holiday will be by inverse seniority, regardless of whether the day is the employee's scheduled day off or designated holiday, by their primary bid assignment.
- 10) Full time regular employees mandated to work on a holiday will be by inverse seniority, regardless of whether the day is the employee's scheduled day off or designated holiday, by their secondary assignment.

HOLIDAYS- CLERK CRAFT

No employee will be excused from duty on a holiday or day designated as a holiday solely because of approved annual leave in conjunction with that holiday. This does not apply to choice vacation selections.

Item 13: Questions and Answers:

1. Q: How will volunteers be solicited to work outside their section for the purpose of Holiday scheduling?

A: **When Management is soliciting employees to work the holiday schedule employees will also be asked if they wish to volunteer for Out Of Section holiday schedule work. Management will consolidate the list by seniority within each tour and facility. This list will constitute the pool of employees from which management must draw from to comply with Step 7 of the pecking order when producing the Holiday schedules.**

2. Q: If an employee volunteers to work outside of their section for the holiday and signs the voluntary list during the one (1) week posting, can they decline to work?

A: An employee can get out of working out of section on the Holiday if they: 1) are working in their own section, 2) they are not qualified to perform the work in that section or 3) an extreme emergency has arisen and management is made aware prior to the posting of the Holiday Schedule. Management should contact the Chief Steward of the respective tour or facility to verify the removal of the person from the list.

3. Q: What happens if there is insufficient staffing for a section for the holiday after management has gone through the entire pecking order as it exists in the LMOU?

A: Management can mandate by juniority by Tour and Facility, based on qualifications, regardless of level.

ITEM 14

Overtime Desired List Administration

ALL CRAFTS

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(s) 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 the Overtime Desired List(s) can withdraw their names from the list in writing at any time during the quarter. The withdraw 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.

Management will post an "overtime desired list" in each unit, section, or pay location. Full-time regular employees possessing the necessary skills may place their names on the list in the unit, section, or pay location which is on their bid job, to be considered eligible. Unassigned regulars can only sign the OTDL for the section they are assigned to work. Employees who sign the OTDL have the option to sign for a 6th day only and/or same tour OTDL. The employees will also note if the list they are signing is for their primary bid assignment or their secondary bid assignment(s).

Each year, 2 weeks prior to December 1st, Management will post an overtime volunteer list in each section. Non-OTDL employees may sign this list indicating their availability to work same day and/or scheduled day off overtime during the month of December only. These overtime assignments are only available after the exhaustion of the quarterly OTDL in accordance with Article 8.5.G. Employees may remove their names from this non-OTDL December volunteer list, but may not volunteer again after doing so. Management shall utilize all volunteers, as practicable, prior to mandating non-OTDL overtime.

CLERK

For the purpose of administering the OTDL(s), a pecking order is established.

- 1) Assign the first overtime opportunities to those employees in the operation, unit, section, that have that operation, unit, section listed first on their bid job, by seniority on a rotating basis;
- 2) Assign to those employee who have the operation, unit, section listed as a secondary operation on their bid job, by seniority, on a rotating basis;
- 3) Assign to those employees who are on the out of section list by seniority, on a rotating basis;
- 4) For overtime purposes, stations are one section; there are no secondary assignments.

When an employee bids out of section and no longer holds that section on their bid job, their name shall be removed from the OTDL(s). They will not be eligible for overtime in that section, unit, or operation.

MAINTENANCE

An overtime desired list shall be posted in the Maintenance Craft for each occupational group, level, and by tour by station and/or facility. The pecking order for overtime opportunities is as follows:

- 1) Schedule those employees on OTDL on a rotating basis;
- 2) Solicit volunteers by seniority who are not on the OTDL; and
- 3) Mandate by inverse seniority on a rotating basis.

No maintenance employee shall be by-passed on the OTDL solely because of lack of formal training. When determined 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 qualified 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 skills for on-the-job training will be determined on a case by case basis.

MVS CRAFT

Management will post an overtime desired list in each section. Full time regular employees possessing the necessary skills may place their name on the list. **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.

Overtime shall be done by sections and tours as defined in the following:

- 1) GMF
 - a) MVS drivers are considered one (1) section with three (3) tours;
 - b) MVS clerks are considered one (1) section with three (3) tours;
 - c) Overtime will be done by the tour and by the job section.
 - d) **If the OTDL has been exhausted and a non-OTDL employee(s) offers to work in lieu of an employee being mandated they shall be scheduled in order of seniority.**

- 2) VMF
 - a) Assign the first overtime opportunities to those employees in the section that have section on their bid job, by seniority, on a rotating basis;
 - b) Assign to those employees who meet the minimum qualification for the section, by seniority, on a rotating basis.
 - c) If the OTDL has been exhausted and a non-OTDL employee(s) offers to work in lieu of an employee being mandated they shall be scheduled in order of seniority **on a rotating basis.**

Item 14: Questions and Answers:

1. Q: What is the definition of primary and secondary?

A: If there is more than one (1) section contained in an employee's duty assignment, the section listed first is considered the employee's primary section. The other section(s) listed on the duty assignment become the employee's secondary assignment.

2. Q: Can an employee sign up for a scheduled days off OTDL and/or a same tour OTDL?

A: Yes. When an employee signs the OTDL, they can designate that they wish only to work their scheduled days off or only same day overtime, or both.

3. Q: If an employee signs all the OTDLs they are eligible for on their bid job, are there any other requirements of the employee?

A: Yes. The employee must notate whether they are signing the OTDL for their primary duty assignment, secondary assignment, and/or for out of section overtime. The OTDL employee is responsible for making sure management has their current/correct phone number on file in case a need to call overtime occurs and the employee is not at work to be notified.

4. Q: Can anyone sign the out of section OTDL?

A: Only for the areas that you are qualified to work in, regardless of level. Parties to meet and agree on the designated areas.

5. Q: What is the pecking order for the OTDL?

A: Management must first determine how many employees will be needed for each situation, scheduled day off or same tour overtime. After this has been determined, management will then use the following pecking order:

1. Schedule those OTDL employees who have that section or unit as their primary duty assignment, by seniority, on a rotating basis. If this does not provide the necessary employees then,
2. Schedule those employees that have that section or unit at their secondary duty assignment, by seniority, on a rotating basis. If this does not provide the necessary employees, then
3. Schedule those employees that have signed the out of section OTDL by seniority, on a rotating basis, then
4. Schedule those employees that are not on the OTDL, based on their section on a rotating basis by juniority.

6. Q: Can management go to the secondary list and skip the primary OTDL prior to scheduling penalty pay?

A: Yes.

7. Q: Can management go to the out of section OTDL prior to scheduling the primary OTDL or secondary OTDL penalty pay?

A: No. The intent of the parties is to use the out of section OTDL to supplement the overtime that is needed prior to mandating any non-OTDL employees.

8. Q: What is the rotation procedure for scheduled day off overtime?

A: The rotation of rescheduled day off overtime is done daily. An employee who is off Mon/Tues would rotate with employees that have those days off. If the senior OTDL employee works Monday, then the following Monday the next senior employee would be scheduled to work, unless this would cause penalty overtime. Tuesday would be a separate rotation, Wednesday would be a separate rotation etc. The same day OTDL is rotated **continuously throughout the quarter and resets at the beginning of the next quarter.**

9. Q: When an employee withdraws their name from the OTDL, do they have to withdraw from both the scheduled days off list and the same day list, if they are on both?

A: No. The employee may withdraw for one and not the other or both within the quarter, but may not place their name back on until the new quarter. The employee, after withdrawing their name from the OTDL, is still responsible for any overtime they may have already been scheduled for within the next 7 days; no additional overtime can be scheduled after notification.

10. Q: Does management have to give all employees a one (1) hour notification of overtime?

A: All employees, except OTDL employees, are required to be given a one (1) hour notice prior to the overtime starting.

11. Q: If an employee is working overtime in their primary duty assignment, and overtime is needed in the secondary duty assignment, are they considered bypassed for the secondary assignment overtime?

A: No. The employee must be available to work the overtime at the time it is needed. If the employee is working in their primary duty assignment when the overtime is needed in the secondary assignment, then they are considered unavailable and the next employee in the rotation is to be used.

12. Q: What happens if management attempts to call an employee at home and they cannot make contact, i.e. wrong number or no answer?

A: Management must make a reasonable attempt to contact the employee. If no contact is made after the reasonable attempt, then the next available employee will be scheduled. The employee for whom contact could not be made with will be noted as not available to work, and the rotation continues after him/her in the rotation. Management must ensure they made a reasonable attempt to contact the employee, and notate why contact could not be made. It is the employee's responsibility to keep management aware of the current home phone number.

13. Q: When an employee withdraws their name from the OTDL, do they have to withdraw from both the 6th day and same tour list if they are on both?

A: No. The employee may withdraw from one and not the other within the quarter, but may not place their name back on until the new quarter. The employee, after withdrawing their name from the OTDL, is still responsible for any overtime they have already been scheduled for within the next 7 days; no additional overtime can be scheduled.

14. Q: Can management use employees not on the overtime desired list?

A: Article 8.5 D States: "If the voluntary "overtime desired" list does not provide sufficient qualified people, qualified full-time regular employees not on the list may be required to work overtime on a rotating basis with the first opportunity assigned to the junior employee."

- 46) Q: If I am on the Overtime Desired List (OTDL) and reschedule where do I fall in the overtime pecking order?

A: You fall to the bottom of the OTDL pecking order.

ITEM 15

Light Duty

Each request for temporary light duty assignment shall be adjudicated on its own basis and temporary light duty assignments shall be granted at that time if deemed warranted by the situation at hand. No regular employee on a bid job will be adversely affected because of light duty assignments.

ITEM 16

Establishing Light Duty Assignments

When an 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:

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 another craft

When on the basis of medical evidence, management determines that an employee is eligible for a permanent light duty assignment, the following will apply:

1. There shall be no official permanent light duty sections or work areas.
2. No regular employee on a bid job will be adversely affected because of light duty of others.

ITEM 17

Light Duty Assignments

Employees who are awarded a light duty assignment that prevents them from performing the full duties of their bid job will have their job consist of, but not limited to, the following light duty assignments:

1. Clerks

The term "light duty" as specified in this memorandum shall consist of, but not limited to:

- A. The distribution of incoming and outgoing mail.
- B. Tying out mail.
- C. Any other duties that do not require excessive physical exertion that may be injurious to the employee

2. Motor Vehicle Operators and Vehicle Maintenance

Light duty assignments will be consistent with operational need, the employee's limitations, and qualifications.

Light duty for the purpose of this Agreement shall be, but not limited to, the following:

- A. Fuel (gas) and park vehicles and inspect and check tires;

- B. Wash and wax vehicles;
- C. Clean windshields and interiors of vehicles;
- D. Assist dispatchers;
- E. Office work either in GMF or VMF;
- F. Cleaning work benches, shop machines and steam cleaning of parts prior to assembly;
- G. Shuttle work (inter-station exchange of trucks and bicycles);
- H. Operate Yard Spotter if within medical restrictions;
- I. Any duties of a light nature as requested by MVS/VMF supervisory personnel;
- J. Vehicle Sales when available;
- K. DSI administration duties as needed;
- L. Stockroom functions;
- M. Minor vehicle repairs within limitations.

3. Maintenance

Definition of light duty for the purpose of this Agreement shall be, but not limited to, the following:

- A. Any combination of the employee's existing duties which do not exceed medical restrictions within the same hours and days off. If this cannot be achieved,
- B. Any combination of Maintenance craft duties within the same hours and days off as the existing duty assignment. If this cannot be achieved,
- C. Any combination of Maintenance craft duties on different tours and/or days off. The Union will be consulted prior to assigning any employee to different tours or hours under this provision.

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 or limited duty within any APWU craft. Such position will be reserved in the section where the non-APWU employee is assigned light or limited duty.

ITEM 18

Sections for Reassignment

For the purpose of reassignment, 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 is identified as follows by level, by tour:

1. Incoming Letter Primary, Secondary by Scheme
2. Manual Outgoing Letter Primary, Secondary, State, SCF, and Non-Pref Distribution
3. AFSM 100 flats operations, FSM maze, FSS, AFSM/FSS Manual Flats
4. Manual Flats – AFSM/FSS
5. DIOSS/DBCS/LMLM/Tabbing Machine
6. Outgoing / Incoming Pref Opening, Pouch, Dispatch, AAA, SWYB
7. Main Office Box Section
8. Incoming Manual Flat Distribution Primary
9. Express Mail P & DC

10. General Clerks – Mail Processing- by pay location
11. Registry
12. Nixie Section
13. Slip and Label
14. Bulk Mail Acceptance Unit
15. Ramp Clerks
16. LCUS- WV L & DC
17. Manual Operations WV L & DC
18. SPBS/APBS/SPSS – WV L&DC
19. Each Station –by facility
20. CFS
21. Clerk Messengers
22. Administrative Office by Pay Location by Level
23. Best Qualified Secretary by Pay Location
24. Claims Section
25. Procurement and Supply
26. Best Qualified by Occupational Code
27. Dues Technicians by level
28. Expeditors, General & Dock, by Pay Location
29. DBCS/ Storage WV L&DC
30. TACS Time and Attendance Clerks
31. Maintenance by Occupational Group/Facility
32. All Station Relief
33. AFCS 200
34. Stamp Distribution Center
35. Any New Section Will be Discussed with the Union

If the above sections contain more than one duty assignment, the principal duty assignment will be the one listed first. That assignment will be considered the employee's section. Any section not listed or any new section will be discussed with the Local APWU President and/or his/her designee prior to reassignment within the installation from that section.

ITEM 19

Parking

Parking in the Main West Parking Lot is subject to current postal parking regulations and will be on a first come, first serve basis except in those spaces designated as handicapped, Official Government Vehicles, or Car Pool. Additional handicapped spaces will be designated as needed. During seasonal periods of high volume, parking in all Postal facilities will be for career employees.

VMF Parking Lot, except for reserved spaces, will be reserved on a first come, first served basis for VMF employees **only**.

ITEM 20

Union Leave

See Item 8.

ITEM 21

Labor/Management Committee Meetings

1. Regularly scheduled Labor/Management Committee meetings between the crafts of the APWU and Management shall be once per postal quarter.
2. These meetings will be scheduled for the third Thursday in January, April, July and October. Meetings will be scheduled to begin at 1:00 p.m. and end by 3:30 p.m. any item not resolved will become the first order of business at the next scheduled meeting.
3. Agenda items to be discussed must be presented by either or both parties no later than 14 days in advance of the scheduled meeting date.
4. Agenda items to be discussed must be limited to areas that cannot be resolved at the unit level and require consideration on policy making decision making at the installation level.
5. If no agenda items for discussion are submitted by either party, the scheduled meeting for the quarter will be considered as cancelled.
6. Management agrees to make note of the dispositions arrived at in meetings and furnish five copies to the President of the APWU, or his/her designee, for signature. APWU objections to disposition of the items shall be noted.
7. MVS Management and the MVS Craft Director will meet once per month to discuss issues that pertain to the bargaining unit.

Bulletin Boards

The employer agrees to arrange and post no less than the current number of bulletin boards for the American Postal Workers Union with the heading of "American Postal Workers Union" over the boards.

Seniority Lists

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.

ITEM 22

Posting and Bidding

CLERK CRAFT:

A. JOB DESCRIPTIONS

Job descriptions shall be posted. When new positions or future positions become necessary, a job description shall be posted.

B. IMPLEMENTATION

- 1) The current invitation for bid listing shall be posted on a continuous basis in the Phoenix Automated Bid Cluster, which includes the Phoenix Processing & Distribution Center, Rio Salado MPA, WV L&DC, the NVDDC, and the Phoenix Stations, thus making available to all APWU craft employees pertinent information concerning position vacancies. (Automated Bid Cluster is defined as a group of facilities for which all employees in each facility can bid on posted positions at any other facility in the bid cluster. Seniority within the craft is defined across all facilities in the bid cluster).
- 2) Invitation for FTR/PTR clerk craft bids will be posted every 28 days beginning Saturday, June 23, 2007. These bids shall remain posted for 10 days. The announcement of awards will be issued no later than 10 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.
- 3) All positions becoming vacant in these crafts and not reverted will be advertised to qualified bidders in that craft in accordance with the schedule stated in Number 2 above.
- 4) 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. If the incumbent rejects the change, the bid job will be reposted, and the incumbent will become an unencumbered employee.
- 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, including job number, to Bid Cluster Staff prior to the backup award.
- 6) 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.
- 7) After the assignment of the unencumbered employees, remaining residual vacancies will be offered to PTRs the Monday after the close of the regular posting and remain open for 10-days. The announcement of awards will be issued no later than 10-days following the close of the posting. Successful bidders will be moved to the new positions on the first Saturday of the next full pay period.
- 8) All bid information will be maintained for the life of the Local Agreement. It will be made available to the APWU within the reasonable time frame requested.

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 a section and shall not constitute a cause for reposting.
- 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) FTR and PTR employees in the Phoenix Automated Job Bidding Cluster must submit their bid via telephone or computer bidding, where available, beginning with the August 18, 2007, regular bid posting. It shall be the employee's responsibility to ensure their bid is received by the Human Resources Shared Services Center (HRSSC) prior to the closing date of the bid announcement. Until such time as the bid functions are migrated to HRSSC, Personnel will be handling this.
- 4) Order books will be displayed in the Phoenix P&DC in no less than five areas of the GMF. Management will also display order books at each station or branch. Such books must be current.
- 5) The following applies to backup bidders receiving jobs after the close of bids and before the award announcement: Employees who are awarded a backup bid 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 backup award will result in the employee being awarded the latest bid.
- 6) An employee on Permanent Light or Limited Duty may bid on vacant duty assignments without submitting additional medical proof of their ability to perform the position provided they bid on the same tour, operation, and type of duties that they currently perform.

QUALIFICATIONS 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 the requirements for the qualifications listed.

MAINTENANCE CRAFT IMPLEMENTATION

When the start time for a position in the Maintenance Craft is proposed to be changed by more than one hour from the original start time, it shall be reposted unless otherwise agreed between the parties.

MVS CRAFT

When notice of a number of a runs/**jobs** equal to 8% of all regular runs/**jobs** are to be sufficiently changed by the provisions stated within Article 39 (i.e. start time changed more than (2) hours of days off changed) or abolished, the Local Craft Director will meet with Management and have the right to call for an additional annual run/**job** bid. This additional bid will only occur if the changes are to be completed prior to July 31st.

MVS Craft annual bidding procedures:

A. Notification

1. When the Union calls for an annual bid, the Union will notify management by November 1 st .

B. Meeting

1. Union & Management will meet within 5 days of notification.

C. Posting

1. On November 15th , Management will post all runs and provide 4 complete run books (1 to the Union and 3 to the Drivers) for review.
2. On November 15th VMF will post all duty assignments and; provide the union one copy for review.
3. Management will post runs/duty assignments for 15 days.

D. Bidding

1. Employees must submit all bid slips into a bid box located in the dispatch office by close of posting.
2. VMF will place bids in box located in management office.
3. Employees must bid by 1 of the following:

(A) In person, Employee will have 4 hours to bid once they are notified or have knowledge that they are the eligible bidder.

(B) By Phone (hours available to be contacted), Employees will have 4 hours to bid once they are notified/ contacted that they are the eligible bidder.

(C) By Proxy, appoint an employee to bid in your absence.

E. Recording

1. All recording shall be in a pay status (APWU Representatives).
2. Recording will be conducted jointly by the APWU and USPS continuously from Dec 1st thru Dec 31st
3. When an employee is the eligible bidder he will inform a supervisor that he/she wishes to bid. Management will make available an APWU steward to verify the employees bid selection. The employee (a Proxy may be used at the request of the employee when they are bidding by phone), APWU and; Management will all sign verifying the bid selection.
4. Management and; the Union will take the employees bid sheet and run sheet selected, staple them together, place them in a binder for record keeping purposes.
5. Upon completion of the recording process the APWU will provide the final results to Management.

F. Awards

1. Management will certify the awards once they are presented by the APWU.

G. Movement

1. Awards will take effect the 1st full pay period in January.

Motor Vehicle Craft Other Than Annual Bidding Procedures:

- A. For Vehicle Maintenance Facility employees, all duty assignments shall be posted for fourteen (14) days. Awards will be made and posted within ten (10) days of the close of bids. Movement to the new position shall be made within twenty one (21) days of the date of the award and/or effective the start of the next pay period.
- B. For GMF MVS Drivers, all new or vacant duty assignments shall be posted for seven (7) days. Awards will be made and posted within two (2) working days of the close of the bids. Movement to the new position shall be made within twenty one (21) days of the date of the award and/or effective the start of the next pay period.
- C. If the starting time of any MVS or VMF bid position for motor vehicle operators is changed by more than two (2) hours **and/or 25% or more of the job content**, the job will be reposted unless the incumbent desires to retain the position.
- D. Movement from one job assignment to another shall not be at the employee's loss of annual leave.
- E. **If any change to an MVS run is made, and the run is not being reposted pursuant to C. above, the changes shall take place no sooner than the first day of the following pay period.**

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.

ADDENDUM TO LOCAL MEMORANDUM
OF UNDERSTANDING

2006-2010 National Agreement

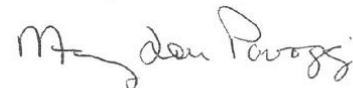
It is hereby acknowledged and agreed by the two Parties, the Phoenix Area Metro Local, and the United States Postal Service, Phoenix, Arizona, that this addendum be set forth pursuant to the local implementation provisions of the 2006-2010 National Agreement and Item 3 "Guidelines for Curtailment or Termination of Postal Operations" of the Local Memorandum of Understanding currently in effect.

It is agreed under Item 3 to add the following language, which is indicated in bold letters, in the first paragraph:

"When the Senior Plant Manager/Phoenix Postmaster/**Manager, Customer Product Distribution** determines it necessary to curtail or terminate any postal facility due to Acts of God . . ."

James M. Wyke
Manager, Customer Product Distribution
US Postal Service

Date: _____



Mary Lou Pavoggi
President
APWU, Phoenix Area Metro

Date: 8/2/10

cc Senior Plant Manager
Manager, Labor Relations
Article 12 Coordinator
Bid Cluster Team

Addendum to Local Memorandum of Understanding

2006-2010 National Agreement

It is hereby acknowledged and agreed by the two Parties, the Phoenix Metro Area Local and the United States Postal Service, Phoenix, Arizona, that this addendum be set forth pursuant to the local implementation provisions of the 2006-2010 National Agreement and Item 5, Duration of the Choice Vacation Period” of the Local Memorandum of Understanding in effect.

It is agreed under item 5 to delete #1, and delete in #3 Motor Vehicle Craft only, and replace it with: for All APWU Crafts.

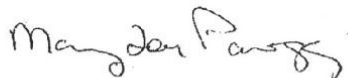
Item 5, will read:

Beginning February 15 and ending the last week of November, plus December 26 to December 31 for all APWU Crafts.



Clyde Jones
Senior Plant Manager
US Postal Service

Date: 2/10/11



Mary Lou Pavoggi
President
APWU, Phoenix Metro Area Local

Date: 2/11/11

ADDENDUM TO LOCAL MEMORANDUM
OF UNDERSTANDING

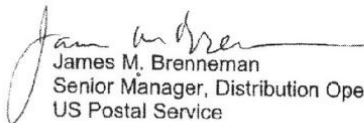
2006-2010 National Agreement

It is hereby acknowledged and agreed by the two Parties, the Phoenix Area Metro Local, and the United States Postal Service, Phoenix, Arizona, that this addendum be set forth pursuant to the local implementation provisions of the 2006-2010 National Agreement Item 9 "Choice Vacation Number of Employees Allowed off Each Annual Leave Week" of the Local Memorandum of Understanding currently in effect.

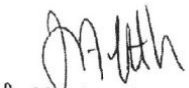
It is agreed under Item 9C "Choice Vacation – Identification of a Section", to amend #3 as follows:

PRESENT VERBAGE: (3) AFSM 100 flats operations, FSM maze, FSS

**NEW VERBAGE: (3) AFSM 100 Flats Operations, FSM Maze, FSS,
AFSM/FSS Manual Flats**


James M. Brenneman
Senior Manager, Distribution Operations
US Postal Service

Date: 12-8-10


for Mary Lou Pavoggi
President
APWU, Phoenix Area Metro

Date: 12/8/10

cc Senior Plant Manager
APWU
MDO, AFSMs
Facility Manager, WVLDC
Labor Relations
Article 12 Coordinator
Bid Cluster Team

**ADDENDUM TO LOCAL MEMORANDUM
OF UNDERSTANDING**

2010-2015 National Agreement

It is hereby acknowledged and agreed by the two Parties, the Phoenix Area Metro Local, and the United States Postal Service, Phoenix, Arizona, that this addendum be set forth pursuant to the local implementation provisions of the 2010-2015 National Agreement **Item 9** "Choice Vacation Number of Employees Allowed off Each Annual Leave Week" of the Local Memorandum of Understanding currently in effect.

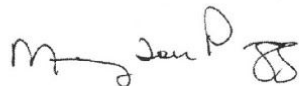
It is agreed under Item 9C "Choice Vacation – Identification of a Section", to add #5 as follows:

NEW VERBAGE: MANUAL FLATS – AFSM/FSS



David W. Carey
Facility Manager, WVL&DC
US Postal Service

Date: 3/6/2012



Mary Lou Pavoggi
President
APWU, Phoenix Area Metro

Date: 3/8/12

cc Senior Plant Manager
APWU
MDO, AFSMs
Facility Manager, WVLDC
Labor Relations
Article 12 Coordinator
Bid Cluster Team

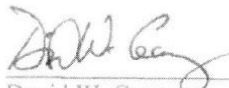
ADDENDUM TO LOCAL MEMORANDUM OF UNDERSTANDING
Between the
United States Postal Service
And the
American Postal Workers Union, AFL-CIO
Phoenix Metro Area Local 93

It is hereby acknowledged and agreed by the two Parties, the Phoenix Metro Area Local and the United States Postal Service, Phoenix, AZ, that this addendum be set forth pursuant to the local implementation provisions of the 2010-2015 National Agreement and Item 9 "Choice Vacation Number of Employees Allowed off Each Annual Leave Week" of the Local Memorandum of Understanding currently in effect.

It is agreed under Item 9C "Choice Vacation – Identification of a Section" to amend #18 as follows:

PRESENT VERBAGE: (18) SPBS – WVLDC

NEW VERBAGE: (18) SPBS/APBS/SPSS – WVLDC



David W. Carey
Manager WVL&DC
US Postal Service

Date: 9/2/2014



Mary Lou Pavoggi
President
APWU, Phoenix Metro Area Local

Date: 8-29-14

ADDENDUM TO LOCAL MEMORANDUM
OF UNDERSTANDING

2006-2010 National Agreement

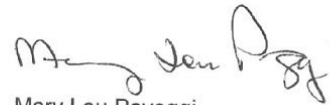
It is hereby acknowledged and agreed by the two Parties, the Phoenix Area Metro Local, and the United States Postal Service, Phoenix, Arizona, that this addendum be set forth pursuant to the local implementation provisions of the 2006-2010 National Agreement and Item 18 "Identification of a Section" of the Local Memorandum of Understanding currently in effect.

It is agreed under Item 18 to change #30 from "DBCS/Storage NVDDC" and replace it with the following:

28. DBCS/Storage WVL&DC


David W. Carey
Facility Manager
US Postal Service, WVL&DC

Date: 3/14/11


Mary Lou Pavoggi
President
APWU, Phoenix Area Metro

Date: 3/23/11

cc Senior Plant Manager
APWU
MDO, DBCSs
Facility Manager, WVLDC
Labor Relations
Article 12 Coordinator
Bid Cluster Team

ADDENDUM TO LOCAL MEMORANDUM
OF UNDERSTANDING

2006-2010 National Agreement

It is hereby acknowledged and agreed by the two Parties, the Phoenix Area Metro Local, and the United States Postal Service, Phoenix, Arizona, that this addendum be set forth pursuant to the local implementation provisions of the 2006-2010 National Agreement and Item 18 "Sections" and Item 9 "Choice Vacation Number of Employees Allowed off Each Annual Leave Week" of the Local Memorandum of Understanding currently in effect.

It is agreed under Item 18 to add the following section:

34. Stamp Distribution Center

The remaining sections will be renumbered accordingly.

It is agreed under Item 9 to add the following section:

33. Stamp Distribution Center

The remaining sections will be renumbered accordingly.



James M. Wyke
Manager, Customer Product Distribution
US Postal Service

Date: 7/1/2010



Mary Lou Pavoggi
President
APWU, Phoenix Area Metro

Date: 8/2/10

cc Senior Plant Manager
Manager, Labor Relations
Article 12 Coordinator
Bid Cluster Team

**ADDENDUM TO LOCAL MEMORANDUM
OF UNDERSTANDING**

2010-2015 National Agreement

It is hereby acknowledged and agreed by the two Parties, the Phoenix Area Metro Local, and the United States Postal Service, Phoenix, Arizona, that this addendum be set forth pursuant to the local implementation provisions of the 2010-2015 National Agreement **Item 9** "Choice Vacation Number of Employees Allowed off Each Annual Leave Week" of the Local Memorandum of Understanding currently in effect.

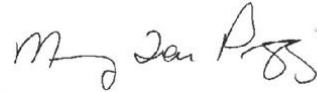
It is agreed under Item 9C "Choice Vacation – Identification of a Section", to add the following new section:

NEW VERBAGE: AFCS 200

The current LMOU will be re-numbered with the addition of the above.



Frank J. Allen
Senior Manager, Distribution Operations (A)
US Postal Service, Phoenix P&DC



Mary Lou Pavoggi
President
APWU, Phoenix Area Metro

Date: 5/20/14

Date: 5-27-14

cc Senior Plant Manager
APWU
MDO, AFSMs
Labor Relations
Article 12 Coordinator
Bid Cluster Team

ADDENDUM TO LOCAL MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE
AND THE
AMERICAN POSTAL WORKERS UNION, AFL-CIO
PHOENIX METRO AREA LOCAL

LMOU, Item 9, Maintenance Craft will read:

B) IDENTIFYING SECTIONS

By occupational group, tour, facility except for the following, which are combined by tour and facility.


- (1) AMT
- (2) Carpenter and Painter
- (3) Custodian, Laborer Custodial, and Group Leader
- (4) Maintenance Operations Support Clerk PS-7
- (5) FMO ET
- (6) FMO MPE
- (7) City BEM
- (8) City Maintenance Mechanic Level 7
- (9) **FMO Maintenance Mechanic Level 7**

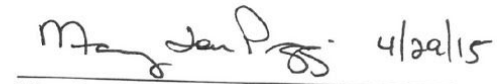
Any position identified as a Relief Assignment under Article 38.7C of the National Agreement shall be included in the same section as those positions identified for relief.

Facility is defined as:

- (1) Processing & Distribution Center
- (2) Rio Salado Facility
- (3) Phoenix Stations (each is considered a separate facility)
- (4) WVL&DC

Any new section will be discussed with the Union.


Paul J. Lenahan (Date)
4/24/15
Manager, Maintenance (Lead) – AZ District
US Postal Service, Phoenix P&DC


Mary Lou Pavoggi (Date)
4/22/15
President
APWU, Phoenix Metro Area Local

UNION MANAGEMENT AGREEMENT
Between the
United States Postal Service
And the
American Postal Workers Union, AFL-CIO
Phoenix Metro Area Local

Item 9


Choice Vacation

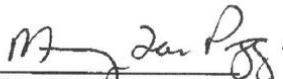
Number of Employees Allowed off Each Annual Leave Week


Twelve percent (12%) of the Vehicle Maintenance employees will be allowed off from December 26th through December 31st.

Nine percent (9%) of the Postal Vehicle Service employees will be allowed off from December 26th through December 31st.

If the PSE complement is up to 35 PSEs on December 20th, Twelve percent (12%) of the Postal Vehicle Service employees will be allowed off from December 26th through December 31st. Each year the Plant Manager and the Local President will review the PSE complement by December 1st to determine the number.


Clyde B. Jones
Senior Plant Manager
USPS
Date: 11/18/13


Mary Lou Pavoggi
President
APWU
Date: 11-18-13


George Hernandez
VMF Manager
USPS
Date: 11/18/2013

Addendum to Local Memorandum of Understanding

Between
USPS
And
APWU
Phoenix Metro Area Local

2010-2015 Collective Bargaining Agreement

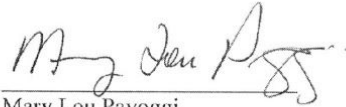
Item 12

Applications for annual leave for December 1st through December 24th, through the First Two weeks in February and After the Close of Choice Vacation Selection



Clyde Jones
Senior Plant Manager
United States Postal Service

Date: 8/21/13



Mary Lou Pavoggi
President
APWU, Phoenix Metro Area Local

Date: 8-21-13

ADDENDUM TO LOCAL MEMORANDUM
OF UNDERSTANDING

2010-2015 National Agreement

BETWEEN THE USPS AND THE APWU
Phoenix Metro Area Local

It is hereby acknowledged and agreed by the two Parties, the Phoenix Metro Area Local, and the United States Postal Service, Phoenix, Arizona, that this addendum be set forth pursuant to the local implementation provisions of the 2010-2015 National Agreement and Item 13 "Holiday Scheduling" of the Local Memorandum of Understanding currently in effect.

ITEM 13

Holiday Scheduling

MAINTENANCE

Holiday Scheduling in the Maintenance Craft will be by Occupation Group, Level, Tour, Station and Facility. Necessary skills for holiday scheduling will be determined by the criteria in Item 14.

- 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 regular employees mandated to work on a holiday will be by inverse seniority, regardless of whether the day is the employee's scheduled day off or designated holiday."

MVS

The following will be the method of selection for full time regular employees who work on a holiday:

- 1) Volunteers from full time employees normally scheduled to work on a holiday by seniority.
- 2) **Mandate PSEs.**
- 3) Volunteers from full time employees normally scheduled off on the holiday by seniority.
- 4) Full time employees mandated to work on the holiday will be by inverse seniority whether the day is the employee's scheduled day off or designated holiday.

VMF

- 1) Volunteers from full-time regular employees normally scheduled to work on a holiday, by seniority, in their section/tour.
- 2) **Mandate PSEs.**
- 3) Volunteers from full-time regular employees normally scheduled off on a holiday, by seniority, in their section/tour.
- 4) Volunteers from full-time regular employees normally scheduled to work on holiday, by seniority, out of section/tour meeting the minimum qualification for the work scheduled for.
- 5) Volunteers from full-time regular employees normally scheduled off on a holiday, by seniority, out of section/tour meeting the minimum qualifications for the work scheduled for.
- 6) Full-time regular employees mandated to work on a holiday will be by inverse seniority whether the day is the employee's scheduled day off or designated holiday in their section/tour.

CLERK CRAFT


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

- a) A. Volunteers from full time regular employees normally scheduled to work on a holiday, by seniority, including light/limited duty employees, with medical ability, working their bid jobs in the affected section, by their primary bid assignment.
- B. Volunteers from full time regular employees normally scheduled to work on a holiday, by seniority, including light/limited duty employees with medical ability working their bid jobs in the affected section, by their secondary bid assignment.
- 2) **Mandate PSEs.**
- 3) Volunteers from full time regular employees normally scheduled off on the holiday, by seniority, including light/limited duty employees, with medical ability working their bid jobs in the affected section, by their primary bid assignment.
- 4) Volunteers from full time regular employees normally scheduled off on the holiday, by seniority, including light/limited duty employees with medical ability working their bid job in the affected section, by their secondary bid assignment.
- 5) Volunteers from unassigned regulars and light/limited duty employees, with medical ability, assigned to the section from another section by seniority and level.
- 6) Volunteer by seniority within the same tour and facility.
- 7) Mandate unassigned regulars and light/limited duty employees, with medical ability, assigned to the section by inverse seniority.
- 8) Full time regular employees mandated to work on a holiday will be by inverse seniority, regardless of whether the day is the employee's scheduled day off or designated holiday, by their primary bid assignment.
- 9) Full time regular employees mandated to work on a holiday will be by inverse seniority, regardless of whether the day is the employee's scheduled day off or designated holiday, by their secondary assignment.

HOLIDAYS – CLERK CRAFT

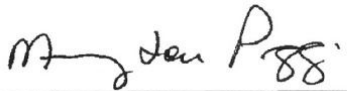
No employee will be excused from duty on a holiday or day designated as a holiday solely because of approved annual leave in conjunction with that holiday. This does not apply to choice vacation selections.

This amendment is made without precedent.



Clyde D. Jones
Senior Plant Manager
USPS

Date: 11/18/13



Mary Lou Pavoggi
President
APWU, Phoenix Metro Area Local

Date: 11/18/13

ADDENDUM TO LOCAL MEMORANDUM
OF UNDERSTANDING

Between

USPS

And

APWU

Phoenix Metro Area Local

2010-2015 Contract

Q: If I am on the Overtime Desired List (ODL) and reschedule where do I fall in the overtime pecking order?

A: You fall to the bottom of the ODL pecking order.



Clyde Jones
Senior Plant Manager
USPS

Date: 9/27/12



Mary Lou Pavoggi
President
APWU, Phoenix Metro Area Local

Date: 9-27-12