

**LOCAL MEMORANDUM OF  
UNDERSTANDING**

**UNITED STATES POSTAL SERVICE**

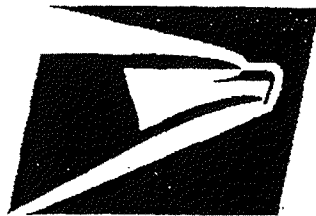
**GARLAND, TEXAS**

**AND**

**AMERICAN POSTAL WORKERS UNION**

**DALLAS AREA LOCAL**

**2010-2015**



**UNITED STATES POSTAL SERVICE**

**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding constitutes agreement between the Garland, Texas Area Local, American Postal Workers Union (APWU), and the Management of the United States Postal Service at Garland, Texas.

This agreement is entered into pursuant to the terms of Article 30 of the 2010-2015 National Agreement between the American Postal Workers Union, AFL-CIO and the United States Postal Service.

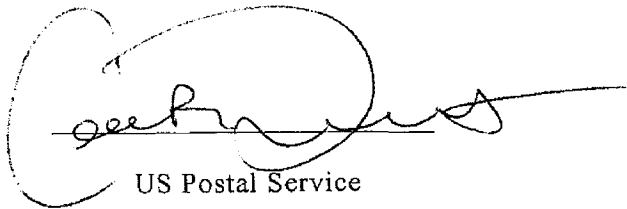
It is understood that those items currently contained in the Local Memorandum of Understanding, not in conflict with, or inconsistent with the terms of the National Agreement shall remain in effect and those items are contained in this 2010-2015 Memorandum.

The parties have examined the provisions of the current National Agreement and agree that provisions of this Memorandum of Understanding are not in conflict or inconsistent with said agreement.



American Postal Workers Union

Name: YARED WONDE



US Postal Service

Name: CEDRIC R. DURANT

Date: 8/25/11

**ITEM #1. ADDITIONAL OR LONGER WASH-UP PERIODS.**

Management shall allow reasonable wash-up time prior to the employee's eating and prior to his ringing off duty. Employees who work in dirt or grease will require longer wash-up time than employees washing their hands from coming in contact with dirty mail. Item # 1 applies to Postal Support Employees (PSE) as well.

**ITEM #2. THE ESTABLISHMENT OF A REGULAR WORK WEEK OF FIVE DAYS WITH EITHER FIXED OR ROTATING DAYS OFF.**

All regular craft positions will have fixed off days.

When necessary to establish Non-Traditional Full-Time assignments, it will be established in accordance with MOU in 2010 National Collective Bargaining Agreement.

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

The following is a result of resolution of an impasse item applicable to the 1978 local negotiations. This item was discussed with designated agent of the union and was mutually resolved between them and USPS, Southern Region E & LR.

The decision for the curtailment or termination of Postal operations to conform to the orders of local authorities, or as local conditions warrant because of emergency conditions, shall be made by the installation head. When a decision has been reached to curtail Postal operations, to the greatest extent possible management will notify and seek the cooperation of local radio and television stations to inform employees. Depending upon the severity of the emergency situation and what is allowed by local authorities, under such a situation, Postal Service telephones will be open for employees to call for information.

Employees involved in actual emergency situations will take immediate action to protect themselves and the mails. Under such circumstances, management will be advised as soon as possible.

**ITEM #4. FORMULATION OF LOCAL LEAVE PROGRAM.**

There shall be two (2) vacation planning periods for all career employees. The first selection period will be November 15 through November 30, and the second period will be December 5 through December 20.

Maximum effort will be made to accommodate an employee who would like to take extended leave, provided it would not exceed the 14%.

Canceling of Annual Leave: No swapping of vacation times will be allowed. Employees who wish to cancel vacation time selected shall notify supervisor at least one week in advance or sooner if possible. When notice of cancellation is received 7 days in advance, the time will be posted 4 days and senior employee submitting request (using 3971) will be awarded the time; however, it may be necessary for them to cancel part of their approved time as no one may, through this procedure, exceed their maximum time off according to their leave category. If they have taken all leave due them according to their leave category in prime period, they become ineligible to bid on this canceled leave.

An employee who has been approved leave for a week in which a holiday falls will be expected to take the full week off. If any portion is turned back, the entire week is relinquished.

Employees transferring to another station: Any employee voluntarily transferring permanently from one station to another shall be granted his/her leave as previously approved

at the station from which being transferred provided the 14% (see item 9) is not exceeded. Employees involuntarily transferred to another station shall retain previously scheduled leave without regard to the 14%.

Every effort will be made to grant annual leave on an employee's birthday, anniversary, and weddings of family members if requested a minimum of two weeks in advance.

Employees must not be required to work on non-scheduled days of their basic work week prior to, during, or immediately following their scheduled leave selected during the vacation planning period. An employee's holiday, designated holiday and scheduled off days are to be considered as part of the vacation period when in conjunction with the vacation period scheduled.

In order to aid employees in using forfeitable annual leave, employees have forfeitable annual leave will be allowed to sign for the remainder of their forfeitable leave before July 31.

**ITEM # 5 - THE DURATION OF THE CHOICE VACATION PERIOD.**

The choice vacation period shall be the entire year except for Dec. 1 through Dec. 24.

The beginning date of the new leave year shall be as follow for each leave years.

Except for 2012 the choice vacation period starts January 2, 2012 through January 11, 2013.

<b>Leave Year</b>	<b>Begins</b>	<b>Ends</b>
2012	PP 03-2012 Jan. 14, 2012	PP 02-2013 Jan. 11, 2013
2013	PP 03-2012 Jan. 12, 2013	PP 02-2014 Jan. 10, 2014
2014	PP 03-2014 Jan. 11, 2014	PP 02-2015 Jan. 9, 2015
2015	PP 03-2015 Jan. 10, 2015	PP 01 2016 Jan. 8, 2016
2016	PP 02-2016 Jan. 9, 2016	PP 02 2017 Jan. 7, 2017

**ITEM #6. THE DETERMINATION OF THE BEGINNING DAY OF AN EMPLOYEE'S VACATION PERIOD.**

The schedule of an employee's vacation period shall begin on Monday and end on Sunday.

**ITEM #7. WHETHER EMPLOYEES AT THEIR OPTION MAY REQUEST TWO SELECTIONS DURING THE CHOICE VACATION PERIOD IN UNITS OF EITHER 5 OR 10 DAYS.**

During the first vacation selection period, (December) employees shall be allowed to make two selections in groups of either 5 or 10 days (not to exceed 15 consecutive days of continence annual leave) in accordance with Article 10 section 3.D of the 2010 C.B.A.

During the second selection, (January) employees shall be limited to one selection of 5 days (one week).

The total amount will not exceed the 10 or 15 days entitlement of Article 10 section 3.D of the national agreement.

#### **Remaining Leave:**

The remainder of the employee's annual leave may be granted at other times during the year, as requested by the employee including PSE in accordance with PSE Annual leave Provision in CBA.

PSE's request for annual leave will be done in accordance with PSE Annual leave Provision in CBA.

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

Spaces will be reserved during prime vacation period for delegates to go to State, National and Area Conventions should AP'WU wish these spots reserved. APWU will let management know concerning National and State by December 1, and on Area Meetings as soon as they get the notice. Every effort will be made to let delegates attend Area Meetings. Military duty or Jury duty will not be charged against choice periods.

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

At least 14% (the 14% shall be computed during the vacation planning period, all fractions rounded to the nearest whole number) of each craft employees shall be granted scheduled annual leave during the choice periods, if requested. Extended absences (2 weeks or more) may be considered in computing the 14%. The computation will be done for each craft based on the employees on roll as of November 1.

Each Station for Clerk Craft employees is separate section.

MPO employees assigned to General Administration will comprise a separate section for leave purposes and only one employee holding these positions will be off at a time. Only one employee assigned to bulk mail will be allowed leave at a time.

#### Maintenance Craft

##### ***Custodians - installation wide***

All other Maintenance Craft employees installation wide.

#### All other APWU Crafts

The entire installation shall be a section.

#### **ITEM #10. THE ISSUANCE OF OFFICIAL NOTICES TO EACH EMPLOYEE OF THE VACATION SCHEDULE APPROVED FOR SUCH EMPLOYEE.**

Official notice shall be posted on an official bulletin board at each station, stating employees scheduled vacation the first week of January.

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

The employee shall, no later than November 1, publicize on bulletin boards and by other appropriate means, the beginning date of the new leave year. In accordance with Item # 5

leave calendars. Except for 2012 the choice vacation period starts January 2, 2012 through January 11, 2013.

**ITEM #12 THE PROCEDURES FOR SUBMISSIONS OF APPLICATIONS FOR ANNUAL LEAVE DURING OTHER THAN THE CHOICE VACATION PERIOD.**

To insure equality in the scheduling of annual leave, other than choice periods, a Daily Annual Leave Book will be kept at each station. Employees' names shall be placed in the Daily Leave Book for annual leave not to exceed five consecutive days and no more than 30 days in advance of the time desired. Requests for daily/spot/incidental annual leave shall be approved on a first come first serve basis. Requests received on the same date shall be approved on the basis of seniority.

Requests for annual leave shall be submitted via form 3971 in duplicate and handed to the supervisor. The supervisor will check the Choice Selection book for that particular date(s) to see whether the 14% met or not. If not met, the leave requested by the employee(s) must be approved and noted in daily annual leave book. Disapproved requested will be note as well.

The supervisor will give the employee a copy of the form 3971 marked either approved or disapproved as soon as possible but no later than one day. Failure by the employer to act on a request in accordance with these time limits shall result in the request being automatically approved.

PSE's request for annual leave will be done in accordance with PSE Annual leave Provision in CBA.

**ITEM #13 THE METHOD OF SELECTING EMPLOYEES TO WORK A HOLIDAY.**

In the selection of employees to work on a holiday, the following procedure shall be utilized:

Management shall determine the number and category of employees needed to work on the holiday. To determine which employees' work, Management will use the following order:

1. All full-time and part-time regular employees who possess the necessary skills and have volunteered to work on the holiday or their designated holiday.
2. All PSE employees who possess the necessary skills even if payment of overtime is required.
3. All full-time and part-time regular employees whose scheduled off day falls on the holiday or designated holiday and possess the necessary skills and have volunteered to work even though the payment of overtime is required.
4. Full-time and part-time regulars who posses the necessary skills and who have not volunteered to work their non-scheduled day by juniority.
5. Full-time and part-time regulars who possess the necessary skills and who have not volunteered to work their non-scheduled day by juniority.

**ITEM #14 WHETHER "OVERTIME DESIRED" LISTS IN ARTICLE VIII SHALL BE BY SECTION AND/OR TOUR.**

When needed, overtime work for regular full-time employees shall be scheduled among qualified employees doing similar work in the work location where the employees regularly work in accordance with the following:

When during the quarter the need for overtime arises, employees with the necessary skills having listed their names will be selected in order of their seniority on a rotating basis.

When overtime is found necessary and has been authorized, the announcement of said overtime shall be made at least thirty (30) minutes in advance, with the exception of Window

Operations. Management at this time shall also announce the minimum amount of overtime to be worked.

Sections for the purpose of establishing overtime desired list shall be as follows:

<u>Clerk Craft</u>	<u>Maintenance Craft</u>
Main Office	Main Office
Kingsley Station	Kingsley Station
South Station	South Station
North Station	North Station
Any Future Station	Any Future Station

There will be Over-time desire lists (OTDL) in each Station for each crafts. The lists shall be:

1. Before and After tour OTDL.
2. Off Day and Days Off.

Management will give employees at least 30 minutes notice that overtime will be required, consistent with operational necessity.

**ITEMS #15, #16, #17 THE NUMBER OF LIGHT DUTY ASSIGNMENTS WITHIN EACH CRAFT OR OCCUPATIONAL GROUP TO BE RESERVED FOR TEMPORARY OR PERMANENT LIGHT DUTY ASSIGNMENT. THE METHOD TO BE USED IN RESERVING LIGHT DUTY ASSIGNMENTS SO THAT NO REGULARLY ASSIGNED MEMBER OF THE REGULAR WORKFORCE WILL BE ADVERSELY AFFECTED. THE IDENTIFICATION OF ASSIGNMENTS THAT ARE TO BE CONSIDERED LIGHT DUTY WITHIN EACH CRAFT REPRESENTED IN THE OFFICE.**

Light duty assignments shall be worked out between supervisor, steward, and affected employee using guidelines from doctor to determine what duties employee can do. All assignments shall be considered in providing light duty, by making reasonable accommodations for the individual medical restrictions.

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

The Garland Main Office, Kingsley, North, and South Station will be considered as separate sections for reassignments within the Garland installation for each craft.

**ITEM #19 THE ASSIGNMENT OF EMPLOYEE PARKING PLACES.**

Parking spaces which the Postmaster determines are available, in excess of the needs of the Postal Service, shall be used on a first come, first served basis, for postal employees only. The APWU Chief Steward will be provided a parking space, determined by management at the station where permanently assigned.

**ITEM #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 CHOICE VACATION PLAN.**

Annual leave approved to attend the union activities, requested prior to the selected period (see item # 8) shall not be charged to the choice vacation schedule, but will be blocked from the vacation calendar

**ITEM #21 THE OTHER ITEMS WHICH ARE SUBJECT TO LOCAL NEGOTIATIONS WHICH ARE PROVIDED IN THE CRAFT PROVISIONS OF THIS AGREEMENT. AND ITEM #22 - LOCAL IMPLEMENTATION OF THIS AGREEMENT RELATING TO SENIORITY, REASSIGNMENTS AND POSTING.**

**A. Seniority Roster/Clerk:**

An updated seniority list of full time and part time employees will be posted every six months. Moving employees' from one station to another should be done in accordance with Article 37 section 2. The junior employee with the necessary skill will be moved from his/her section.

1. The total Maintenance Craft Seniority in the installation by occupational groups will be the determining factor when selecting vacation sign-up, overtime scheduling, and holiday scheduling.

2. A current seniority list shall be posted in the Maintenance Section on official bulletin boards.

3. A copy of an updated seniority list shall be furnished quarterly to the local union for each employee. It shall show;

- a. Service Seniority
- b. Seniority for preferred assignment

**B. Posting:**

1. A job must be posted for 10 calendar days and shall be taken down at 10:00 AM on the 10<sup>th</sup> day.
2. Copies of Bid Notices: A copy of all posted bid notices of local origin pertaining to APWU craft employees shall be mailed to president, local APWU and the Chief Steward. A copy of other posted notices of local origin will be furnished on request.
3. Bid. A written request submitted on a PS Form 1717, or PS Form 1717A, or locally designed multi-bid form, which requires only the basic information on PS Form 1717, to the installation head to be assigned to a duty assignment by a fulltime employee eligible to bid. In the absence of a standard bid form, a bid submitted in writing will be accepted. When computerized bidding is available to all employees in a facility, telephone and computerized bidding is mandatory. Where telephone bidding is the only alternative form of bidding, bids may be submitted by telephone. The employer will provide computer access for the employees to bid on clock.
4. Successful Bidder: The successful bidder to a posted duty assignment shall be placed in his/her new assignment at the beginning of the next pay period after notice has been posted stating the successful bidder, except in December.
5. Reposting an Assignment: An assignment will be reposted for bid when the change in starting time exceeds Two (2) hours, or if duty assignment is changed by 50% or more. The incumbent shall not have the option of accepting the assignment in either instance. Management will consult the union prior to reposting. Any job posted will be for bid city wide.
6. Job Postings – Will be done in accordance with each craft Articles.

**Presentation - Reference: Art. 17, National Agreement**

**A. Labor Management Meetings:**

Will be held as necessary



Schemes - (Reference: Art. 37, National Agreement)

- A. Management will make every reasonable effort to give each employee an opportunity to work his scheme assignment frequently enough to permit him to retain his proficiency. Scheme checks should not be immediately administered to employees who have not had recent opportunities to maintain proficiency on their schemes.
- B. Management may allow part time clerical employees with flexible schedules who are experiencing trouble in qualifying on scheme examinations shorter working hours, if requested.
- C. In the event that all qualified part time flexible clerical employees are not needed on scheme distribution at one time, a rotating system will be used to insure each part time employee with flexible schedule sufficient time on scheme distribution to maintain proficiency.

Bulletin Boards - (Reference: Art. 22, National Agreement)

Bulletin Boards: A bulletin board in each station and the Main Office for the exclusive use of APWU will be placed in swing room. The APWU may place a literature rack in the swing room at Main Office and each station. There shall be no posting or placement of literature in racks or bulletin boards except upon approval of officially designated representative of the APWU. A Union official will check bulletin boards once each 30 days and remove obsolete literature.