

IRVING

LOCAL MEMORANDUM OF UNDERSTANDING

2010 — 2015

AMERICAN POSTAL WORKERS UNION

And

UNITED STATES POSTAL SERVICE

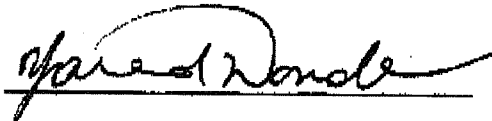
MEMORANDUM OF UNDERSTANDING

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

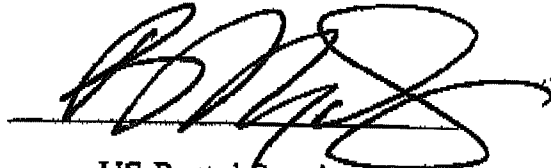
It is understood that those items currently contained in the Local Memorandum of Understanding, not in conflict with, or inconsistent with the terms of the National Agreement shall remain in effect and those items are contained in this 2010-2015 Memorandum.

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



American Postal Workers Union

Name: JARED WONDE



US Postal Service

Name: RODNEY MALONE

Date: 9-23-11

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AMERICAN POSTAL WORKERS UNION

IRVING, TEXAS

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ITEM #1 Additional or Longer Wash-up Periods

A reasonable amount of wash-up time shall be granted for those employees who perform dirty work or work with toxic materials, based on individual circumstances. 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.

The regular workweek will consist of five scheduled workdays with fixed days off.

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 OF TERMINATION OF POSTAL OPERATIONS TO CONFORM TO ORDERS OF LOCAL AUTHORITIES OR AS LOCAL CONDITIONS WARRANT BECAUSE OF EMERGENCY CONDITIONS.

- A. CURTAILMENT OF SERVICE: When such emergency conditions present themselves as may be necessary to consider the possible curtailment or termination of postal operations, local management will work closely with the duly recognized officers of APWU to keep all available personnel alerted and aware of any orders of local authorities.
1. The decision for such curtailment or termination of Postal Operations will be established at the time that local authorities have identified the emergency conditions requiring curtailment or termination. The decision 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.
 2. Local conditions of an emergency nature, such as chemical spills, fire, bombs, explosives or other major dangers will be properly responded by management to assure the safety of assigned employees. Management agrees to notify the APWU of these instances.

ITEM #4 — FORMULATION OF LOCAL LEAVE PROGRAM

- A. There shall be two vacation planning periods for all career employees. The first selection will begin the first week of December and end by December 31. A notice will be posted on the time clock the first week of November notifying employees of upcoming vacation selection period. Management will contact each employee by seniority beginning the first week of December to make their selection of their vacation for first selection. The second selection will begin the first week of January and end by January 31. The employee will place his/her name on the vacation-planning calendar at the time of selection if the selection is available. Employees, within 24 hours of first contact, will complete Form 3971 in duplicate at the time of selection indicating their choice. Upon completion, management and an appropriate Union representative will comprise and will post copy of the vacation calendar.

- B. Each employee will be responsible for planning his/her selections, with alternates, so that he/she can make immediate selection when receiving the vacation leave calendar. Those employees bypassed will be able to make vacation selection, within allowable percentage, upon notifying management of their selection.

- C. Employees on leave or extended absences can leave written selections that will be honored. In the event employees on extended leave are not available for contact, management will contact an APWU representative for assistance in obtaining the employees selections. If no contact is established by APWU or management, the employee will be bypassed. Management will provide the vacation calendar within 10 days of the employee's return to work to those employees unable to make a selection.

- D. Employees shall be permitted to cancel scheduled vacation by submitting a written notice to the immediate supervisor. Such written notice must be submitted at least 7 days in advance. If scheduled vacation is canceled, it will be offered to employees in the pay location and awarded by seniority and only to those who have not exhausted their leave entitlement i.e. two (2) weeks, three (3) in accordance with Article 10 Section 3.

- E. All advance commitments for granting leave must be honored except in serious emergency situations.

- F. Vacation planning selection shall be by craft and section as follows:
 - Main Post Office
 - Central Station/Las Colinas Finance Station
 - Valley Ranch Station

- G. Maintenance (by level)

- H. When an employee moves to another vacation selection section that employee may take the selection with them to the gaining facility. The losing facility will not have to offer the newly vacant choice selection week.

- I. Employees will present approved duplicate 3971's to supervisor at new vacation section for scheduling vacation within one week after reporting.

- J. When operation changes affect vacation-planning sections, new section will be defined through mutual agreement between Management and APWU.

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.

Leave Year	Begins	Ends
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.

A scheduled annual leave week, shall begin on Monday and end on the following Sunday, except for December 25 through December 31.

ITEM #7 — WHETHER EMPLOYEES AT THEIR OPTION MAY REQUEST TWO SELECTIONS DURING THE CHOICE VACATION PERIOD, IN UNITS OF EITHER FIVE (5) OR TEN (10) DAYS.

- A. Employees, at their option, may request two selections in units of five (5) consecutive days or ten (10) consecutive days during their first selection opportunity. Employees may select the remaining leave in consecutive days on their second selection opportunity. The total amount of leave allowed during the two selection opportunities will not exceed 15 days.

During the selection period, employees will be allowed two opportunities to make their selection of leave. Opportunities will be offered as follows:

- B. Employees earning 20 or more days of Annual Leave per year may select up to 15 days Annual Leave in units of five (5) or ten (10) days. Employees earning thirteen (13) days may select up to ten (10) days of Annual Leave in units of five (5) or ten (10) days.
- C. The remainder of the employee's annual leave may be granted at other times during the year, as requested by the employee.
- D. The maximum shall not exceed the entitlement of Article 10 section 3 D.

ITEM #8 AND #20 — WHETHER JURY DUTY AND ATTENDANCE AT NATIONAL OR STATE CONVENTIONS SHALL BE CHARGED TO THE CHOICE VACATION

PERIOD. 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.

Time used for jury duty will not be charged to the choice vacation period.

Convention leave shall be included in the 14%. However, delegates granted convention leave during this time shall not have this leave charged against their choice vacation period.

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

- A. 14% of the Clerk Craft employees in each section shall be granted scheduled annual leave if requested during the selection period. All fractions rounded to nearest whole number.
- B. Maintenance Craft will be allowed 14% by occupational group and level installation wide rounded to the nearest whole number.

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

Approved duplicate Form 3971 will be returned to the employee at the time of selection.

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

The employer shall, no later than November 1, publicize on bulletin boards and by other appropriate means the beginning date of the new leave year, which shall begin with the first day of the first full pay period of the calendar year.

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

Excluding December 1 through December 24, 14% of the employees covered by this local in each vacation selection section will be granted annual leave provided the following requirements are met:

- A. Other than choice leave will be submitted on Form 3971 no earlier than 30 days prior to the service week in which annual leave is desired. If the employee requests 40 hours or more, he/she will submit a 3971 no more than 30 days and no less than the Wednesday preceding the service week requested. Failure to notify the employee of approval or disapproval within 48 hours will result in automatic approval.
- B. Granting of incidental annual leave will be according to date and time submitted. Form 3971 will be submitted in duplicate to immediate supervisor who will enter signature, date, and time in notified section of Form 3971 and return copy to the employee.

- C. The 14% will include: All types of approved leave. In applying the 14% requirement, any fraction of .50 or more (rounding rule applies) will mean an additional employee. Any fraction of less than .50 will be discarded, except when it would prevent a minimum of one employee being off in each vacation selection section. The percentage allowed off will be 14% of all other.

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

A three (3) day holiday schedule sign-up sheet shall be circulated at each facility soliciting employees for holiday sign up. The union shall be furnished a copy of the sign-up sheet and holiday schedule prior to posting.

The scheduling of qualified employees to work on a holiday or their designated holiday shall be accomplished in the following order:

- A. All Full-Time Employees who possess the necessary skills and have volunteered to work on the holiday or their designated holiday.
- B. All Postal Support Employees (PSE) to the extent possible, even if the payment of overtime required.
- C. All Full-Time Employees whose scheduled non-workday falls on the holiday or designated holiday and possess the necessary skills and have volunteered to work, even if payment of overtime is required by seniority.
- D. Full-Time Employees who have not volunteered to work on their on their holiday and possess the necessary skills, even though the payment of overtime is required, by juniority.
- E. Full-Time Employees who have not volunteered to work on their non-scheduled day and possess the necessary skills, even though the payment of overtime is required, by juniority.
- F. Employees whose choice vacation encompasses a holiday will not be scheduled for the holiday.

ITEM #14 — WHETHER "OVER-TIME DESIRE LIST" IN ARTICLE VIII SHOULD BE BY SECTION AND/OR TOUR.

In implementing Section 5-B, National Agreement, the following sections are established for the purpose of securing "Over-time Desired" List:

Main Post Office
Business Mail Entry
Central Station/Las Colinas Finance Station
Valley Ranch Station

Any employee(s) changing from one section, unit or tour to another (voluntarily or involuntarily) shall be allowed to transfer their name(s) to the Over-time Desired List in the new section.

Maintenance Craft:

Over-time Desire Lists shall be installation wide with each occupational group defined as a section.

Employees at each installation shall be given an opportunity to select from the following Overtime Desire Lists:

Non-schedule Day
10 Hour
12 Hour

Employees shall be notified of overtime requirement thirty (30) minutes prior to the end of tour, for end of tour overtime.

Any operation changes that would eliminate or add overtime desired list sections will be resolved by mutual agreement between management and APWU President.

ITEM #15 — THE NUMBER OF LIGHT DUTY ASSIGNMENTS WITHIN EACH CRAFT OR OCCUPATIONAL GROUP TO BE RESERVED FOR TEMPORARY OR PERMANENT LIGHT DUTY ASSIGNMENT:

No set number of light duty assignments will be reserved.

ITEM #16 — THE METHOD TO BE USED IN RESERVING LIGHT DUTY ASSIGNMENTS SO THAT NO REGULARLY ASSIGNED MEMBER OF THE REGULAR WORKFORCE WILL BE ADVERSELY AFFECTED:

A light duty assignment must not be established which would "bump" an employee from a regular bid position. Use vacant assignments and establish assignments that are supplemental to regular assignments.

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

- A. No specific duties or assignments are designated as light duty assignments. Any duties in the APWU Crafts can be considered light duty work if they fall within the employee's work restrictions and physical and medical limitations. Each request for light duty will be considered on its merits in accordance with pertinent provisions of the National Agreement Article 13. Reasonable effort must be made to assign an employee who is recovering from an illness or injury to duties which he can perform, with due consideration given to the nature of the illness or injury and the availability of such duties. A doctor's certificate specifying the limitations and the duties an employee may perform must be one of the guidelines in placing the employee in light duty assignment.
- B. Employees should present their doctor's limitations to his/her immediate supervisor for consideration within the area of responsibility of that supervisor.
- C. Should the supervisor decline the request for light duty, the request will be forwarded to a light duty committee comprised of the APWU representative, the Postmaster or designee.

- D. The recommended assignment along with the requests for light duty will be forwarded to the Postmaster for review. Should it be necessary to decline the request for light duty, the Postmaster will provide the light duty committee with written reasons for the declination.
- E. Every effort must be made to exhaust assignments within a craft before crossing crafts in the assignment of any employees on light duty. The Union shall be notified as soon as possible when crossing craft is necessary.

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.

1. For the purpose of reassignment within this installation of Clerk Craft employees' excess to the needs of a section, the following units shall be considered sections:

- A. Main Post Office
- B. Central Station/Las Colinas Finance Station
- C. Valley Ranch Station
- D. Any operational changes that would eliminate or add new jobs or sections will be resolved by mutual agreement between management and APWU President.
- E. The reassignment of other craft employees represented by the Union shall be installation wide by wage level and craft.

ITEM #19 — THE ASSIGNMENT OF EMPLOYEE PARKING SPACE

First come first served in designated area.

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.

See Item #8.

ITEM 21 — THE OTHER ITEMS WHICH ARE SUBJECT TO LOCAL NEGOTIATIONS WHICH ARE PROVIDED IN THE CRAFT PROVISION OF THIS AGREEMENT.

Article 37, Section 3. A. 4. — Changes in duty assignments:

When the principal assignment area of an occupied position is changed, or when the duties and/or requirements of the position are changed from the way it was posted and filled (i.e., actual duties, the addition or elimination or specified schemes, Window Service duties, typing requirements, or

other special training requirement), the Clerk Craft President or designee shall be consulted, and if an agreement is not reached to the contrary, the position shall be reposted and the incumbent shall become an unassigned full-time regular, unless he/she is the successful bidder after reposting.

Article 37, Section 3. A. 4. - Changes in duty assignments:

If the reporting time for a duty assignment is changed more than two hours, it shall be reposted. The incumbent shall have the option of accepting the new schedule, if the change does not exceed two hours. When proposing multiple schedule changes affecting more than one employee with similar skills, seniority shall take precedence provided the change is not more than two (2) hours.

A. In the event of a change of major nature, which affects one-fourth or more of the clerical work force, management shall meet with the Union to discuss the matter. If mutual agreement can be reached, exceptions may be made to Sections 3. A.4. and 3. A.5., of this article. If no mutual agreement is reached, all other provisions of this article shall apply.

Article 37, Section 3. D. — Length of Posting:

The notice shall remain posted for seven (10) calendar days. A copy of the notice shall be given to the Union.

The successful bidder shall be placed in the new duty assignment within fifteen (15) calendar days after the notice of award has been posted, except in the month of December. (Exceptions may be made by mutual agreement of Postmaster and APWU Clerk Craft Director.)

Maintenance Craft

Article 38, Section 3. D. — Seniority:

Seniority lists shall be maintained on the official bulletin boards of the Main Post Office and at all stations. The seniority lists shall show service seniority, and seniority for preferred assignments.

Posting

When a vacant or newly established duty assignment, either full-time or part-time, is to be filled, the employer shall forward a copy of the appropriate notice of intent to the local union.

Management will discuss with the local union official any changes in basic workweek assignments deemed necessary prior to implementation and will also notify the local union in writing concerning the abolishment of any job position.

Seniority Selection

The total Maintenance Craft seniority in the installation by occupational group or level will be the determining factor when selecting vacation sign-up, overtime scheduling and holiday scheduling.

A current seniority list shall be posted in the maintenance section on official bulletin boards.

A copy of an up-dated seniority list shall be furnished quarterly to the local union for each

employee it shall show:

1. Service Seniority
2. Seniority for preferred assignment

ITEM #22 — LOCAL IMPLEMENTATION OF THIS AGREEMENT RELATING TO SENIORITY, REASSIGNMENTS AND POSTING:

Sections 37.2 C, 37.3, 38.2 C, 38.3 shall apply.

MISCELLANEOUS

1. PUBLIC ADDRESS SYSTEM:

Upon request, the Union shall be granted permission to use the public address system to make special announcements when the information to be disseminated is of importance to all employees represented by the Union.

2. LOCKERS:

Each employee shall be assigned a locker upon request.

Management will endeavor to provide space, in addition to personal lockers, for maintenance employees who need it (ET's or MPEs, for example) in order to store books, training material, and other material pertinent to the performance of their jobs.

3. COMMITTEE APPOINTMENTS:

When this Union is to be represented on any Post Office Committee, the APWU shall select such representatives, except when the manner of selection is otherwise specified by the National Agreement or the Postal Service Manual.

4. MEETING

Consideration will be given to the granting of annual leave, and in making minor adjustments to the employee(s) schedules to permit employees on duty to attend APWU Union Meetings.

5. SERVICE RECORDS:

Employees shall be permitted to review their official personnel folder upon reasonable notice to the Postmaster or his designee. If desired, the employee may be accompanied by a Union Representative or steward. Official time will not be given except under the provisions of Article XVII, Section 3 and 4 of the National Agreement.

6. BULLETIN BOARDS:

The Clerk Craft and maintenance craft will be supplied with bulletin boards as outlined in Article XXII of the National Agreement.

7. The Postal Service will make every effort to accommodate the union stewards for office in order to work.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding, entered into on September 23, 2011 at Irving, Texas, between the representative of the U.S. Postal Service and the designated Agents of the Union signatory to the National Agreement, American Postal Workers Union, pursuant to the Local Implementation Provision of the National Agreement. This Memorandum of Understanding constitutes the entire agreement on matters relating to local conditions of employment.

Article 1

Union Recognition

In accordance with the provisions of Article 1, the employer recognizes the Dallas, Texas Area Local of the American Postal Workers Union as the designated exclusive representative for all employees in the Clerk, Motor Vehicle and Maintenance, for which each has been certified and recognized at the National level, in the Irving, Texas Post Office.

In fulfilling those responsibilities of notifying the Union laid out in this and the National Agreement, management shall send official notification to the General President (or ranking Dallas Area Local official, however titled) with a copy of same sent to that official designated as Chief Steward for the Irving, Texas Post Office. Routine, daily matters may be handled directly with the Chief Steward.

Article 43

DURATION

This Memorandum of Understanding shall remain in full force and effect until re-negotiation unless extended by agreement between the principle parties at the National Level.

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