

2010-2015

CLERK CRAFT and MAINTENANCE CRAFT

LOCAL MEMORANDUM OF

UNDERSTANDING

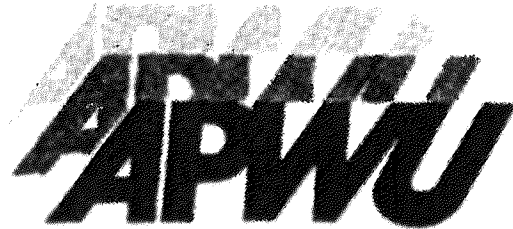
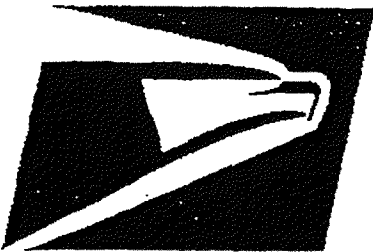
UNITED STATES POSTAL SERVICE

LEWISVILLE, TEXAS

AND

AMERICAN POSTAL WORKERS UNION

DALLAS, TX AREA LOCAL



ARTICLE 30 — LOCAL IMPLEMENTATION

ITEM #1. ADDITIONAL OR LONGER WASH-UP PERIODS

Management shall grant reasonable wash-up time to all employees. Employees will be allowed a reasonable amount of wash-up time before lunch and before end of tour if their duties include handling newspapers, sacks, or pouches. Employees who come in contact with toxic material, grease, stain, ink, paint, or other dirty substances shall be allowed to wash up as promptly as possible. 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.

Management will maintain a minimum ratio of 60% regulars with Fixed consecutive 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.

1. The determination of what constitutes sufficient emergency conditions as to require curtailment or termination of postal operations will be made by the installation head who will give due considerations to the safety and welfare of the employee in making this determination.
2. Guidelines for such curtailment or termination of postal operations will be established at the time that local authorities have deemed the emergency conditions such that curtailment or termination is necessary.
3. Measures will be taken to notify all employees via available news media or other communications as soon as possible of the guidelines. The final determination for curtailment or termination of postal operations rests with the Postmaster.
4. When a bomb threat is received at any installation or station, the installation will be evacuated immediately and the proper authorities will be notified. The employees will not be required to re-enter such installation or station until it has been determined by proper authorities that it is safe to do so.
5. Emergency exits will be so designated.

ITEM #4. FORMULATION OF LOCAL LEAVE PROGRAM.

- A. There shall be two vacations planning period for all career employees. The first period shall be the first week of December, and the second period shall be the first week of January. Ten (10) days prior to December, notices will be posted on all official bulletin boards announcing the start of the vacation planning period.
- B. Employees will select vacation by seniority.
- C. The employee will have two (2) days if needed after official notification to make a selection. Employees failing to make a selection will be passed over.
- D. Employees hired or transferred after the selection period shall be afforded an

opportunity to schedule leave during any available time in the choice period. Such opportunity will be afforded within 30 days of employment.

- E. Employees moving to another vacation selection section will retain choice selection leave if within the percent allowable; otherwise will be allowed to make a new selection. Employees involuntarily moving will retain the choice leave they had selected regardless of the percentage. The vacation selection weeks vacated by the employee(s) will be offered to the employee(s) remaining in the section within 14 days from the time the employee left the section. it will be offered to employees in the section and awarded by seniority and only to those who have not exhausted/used their leave entitlement i.e. two (2) weeks, three (3) in accordance with Article 10 Section 3. Employees will present approved duplicate 3971's to supervisor at new vacation section for scheduling vacation within one week after reporting.
- F. 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 14 days in advance. If scheduled vacation is cancelled, it will be offered to employees in the section and awarded by seniority provided the employee has sufficient leave.
- G All advance commitments for granting annual leave must be honored except in serious emergency situations. If the employee does not have enough annual leave accrued for the entire scheduled absence he/she shall be allowed to take the amount accrued.

ITEM #5. THE DURATION OF THE CHOICE VACTION 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.

<u>Leave Year</u>	<u>Begins</u>	<u>Ends</u>
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.

An employee's vacation will begin on Saturday or the first working day after his/her off day. Employees may obtain a change of schedule for their off days so as to maximize the

number of days on vacation. On weeks of vacation with a holiday, employees may use the fifth day of leave at their option.

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

Employees at their option may request two selections during choice vacation period. Employees may select up to 15 days of annual leave in choices of 5 and/or 10 days during first selection period. During second period, employees may select the remainder of annual leave, not to exceed the maximum established by Article X.

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

Employees attending National or State Conventions or scheduled for jury duty will be allowed to make another selection(s) for choice vacation.

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

- A. 14% of the Clerk Craft employees in each station shall be granted scheduled annual leave if requested during the selection period. All fractions rounded to nearest whole number.
- B. 14% of the Maintenance Craft employees shall be granted scheduled annual leave if requested during the selection period by occupational group and level installation wide. All fractions rounded to nearest whole number.
- C. The computation will be done for each craft based on the employees on roll as of November 1.

Clerk Craft

Each Station for Clerk Craft employees is a separate section as follows:

- A. Main and Old Town.
- B. Flower Mound.
- C. The Colony

Maintenance Craft

Custodians - installation wide

All other Maintenance Craft employees' installation wide.

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

The employer will post a list of approved vacation selections no later than 5 days during the year after 1st pass and no later than 5 days after 2nd pass.

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

Management will notify employees of the beginning of the new leave year by posting the official bulletin board no later than November 1st of the year preceding the new leave year.

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

Applications will be approved on a first come, first served basis. Forms 3971 will be accepted no more than thirty (30) days in advance and handed to the employee's immediate Supervisor. Employees will be notified by Management of the approval/disapproval no later than 5 days after receipt of request. If the request is for a begin time that is fewer than 5 days from the submission date, Management will provide an answer to the Employee at least 24 hours before the begin date of the requested leave. If no answer is provided during the above time lines, the leave will be considered automatically approved.

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 possess 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.

Separate Overtime Desired Lists shall be established in accordance with the following:

The Overtime Desired Lists shall be established in accordance with the following

A. The Overtime Desired List for the Clerk Craft shall be established as follows:

1. Main and Old Town.
2. Flower Mound.
3. The Colony

(Employees who routinely work in more than one section shall be eligible to be on the overtime list in the section where he/she spends the most time.)

B. For other APWU Crafts, all installations shall be a section.

ITEMS# 15, 16, & 17 — LIGHT DUTY ASSIGNMENTS.

Temporary and light duty assignments will be determined by Consultation between management and the union based on the employee's light duty limitations established by employee's doctor and/or U.S.P.S. doctor.

Duty assignments, hours of work, and restrictions will be observed So as to not create a

safety hazard for employee or other employees. Other employees will not have to give up either off days or hours of work to accommodate limited duty personnel. Employee will provide documentation from his/her doctor concerning any disputed limitations.

Management will consult with union before assignment non-craft personnel into an APWU craft assignment.

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.

CLERK CRAFT

Old Town Station

The Colony Station

Flower Mound Station

MPO — Reporting schedules between midnight & 05:59 MPO — All other reporting schedules

Any future substation(s) shall be separate sections.

Other APWU Crafts

All installations shall be one section. By occupation code

ITEM #19 THE ASSIGNMENT OF EMPLOYEE PARKING PLACES.

Available parking will be free on a first come, first served basis.

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 or LWOP approved to attend the union activities, requested prior to the selected period (see item # 8) shall not be charged to the choice vacation schedule and Article 24 section 2.B & C Applies.

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

- A. Sufficient change to cause a duty assignment to be reposted shall be defined as: A duty assignment will be reposted if the off days are changed.
- B. At the time management contemplates a change in the reporting time of more than two hours, management will meet with the union to discuss the matter. If all parties agree, management may proceed without reposting. If agreement is not reached, the positions will be reposted as per the local agreement above.
- C. A change in duties or principle assignment area, such that the majority of time is spent at a different location, will constitute reposting the position.
- D. Length of posting will be 10 calendar days. The employee will be notified of his/her successful bid.
- E. The successful bidder will be placed in his/her new job within 21 days after close of bid.

ITEM #22 - Local Implementation of This Agreement Relating To Seniority, Reassignment And Posting.

1. Posting

- A. No assignment will be posted because of change of starting time unless the change exceeds two (2) hours.
- B. Length of posting shall be 10 calendar days. The union will be provided one (1) copy of the bid and the award at the time each is posted.
- C. The successful bidder, if qualified, shall be placed in the new assignment within 21 days after the close of bidding unless a Form 50 (request for personnel action) is required. In that case, 28 days are allowed.

2. Maintenance Seniority

As provided for in Article 38, Section 3.d, one (1) copy of the Seniority list shall be furnished to the APWU quarterly.

Other Provisions: Union Recognition:

In accordance with the provisions of Article 1, the employer recognized the Dallas, Texas Area Local of the American Postal Workers Union as the designated exclusive representative for all employees in the Clerk Craft which have been certified and recognized at the National level in the Lewisville, 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 President (or ranking Dallas, Texas Area Local Official, however titled) with a copy of same sent to that official designated as Chief Steward for the Lewisville, Texas Post Office.

Representation:

Quarterly Labor-Management Meeting

The parties to this agreement shall meet once a quarter as follows: Second Tuesday in January, Second Tuesday in March, Second Tuesday in July and Second Tuesday in September. The meeting shall be convened at 9:30 a.m. and will not exceed one (1) hour.

Exceptions: Additional meetings may be called by Management or at the request of the organization with the same provisions as covered herein, but not more than once each month (30 days from date of last meeting).

Agenda

It is agreed that agenda items for discussion at all meetings shall be exchanged by parties to this agreement at least five (5) working days before the scheduled meetings. Items not placed on such agenda shall be discussed only by mutual consent of the parties.

Number of Craft Representatives

The number of APWU representatives shall not exceed three (3) except by mutual agreement. However, only one (1) representative will be on the clock, if otherwise in a pay status.

Attendance at monthly Union meetings

Management may, when practical and upon request of APWU craft members desiring to attend monthly meetings of the Dallas Area Local APWU, grant the necessary time off to attend these meetings. The employee may, at his request, be granted annual leave or a change of schedule to allow him this time (it is understood that a change of schedule will not involve overtime).

GENERAL

LOCKERS — Each employee shall be assigned a locker, and furnished a Key to the locker upon employee's request, provided lockers and keys are available.

ITEM #22

Maintenance Craft Postings

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 work week 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 principal assignment area occupational group and 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 updated seniority list shall be furnished bi-annually to the local union.

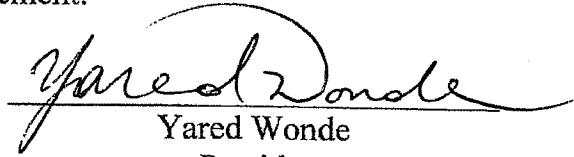
1. Installation Seniority
2. Seniority for Preferred Assignment
3. Service Seniority

This memorandum of Understanding is entered into agreement at Lewisville, Texas, between the representatives of the United States Postal Service, and the designated agent of the American Postal Workers Union, pursuant to the Local Implementation Provisions of the 2010 - 2015 National Agreement.

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



Stan R. Link
OIC
USPS



Yared Wonde
President
APWU

Date: 8-25-2011