

**CLERK CRAFT and MAINTENANCE CRAFT**

**LOCAL MEMORANDUM OF**

**UNDERSTANDING**

**UNITED STATES POSTAL SERVICE**

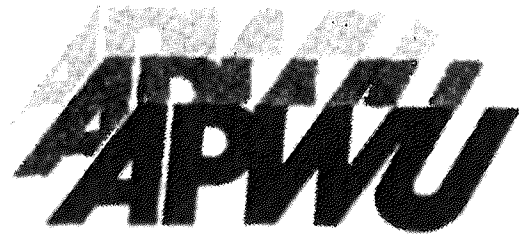
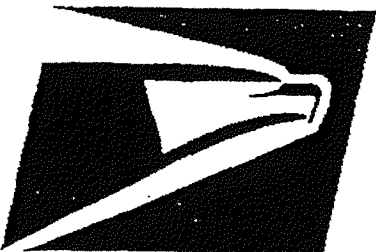
**MABANK, TEXAS**

**AND**

**AMERICAN POSTAL WORKERS UNION**

**DALLAS AREA LOCAL**

**2010-2015**



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# LOCAL MEMORANDUM OF UNDERSTANDING

## ARTICLE 30 - SECTION B

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

The employer agrees and understands that employees represented by the APWU work in various levels of dirty conditions and substances. Management shall grant reasonable wash-up time to those employees who perform dirty work or work with toxic material. Employees will be allowed a reasonable amount of wash-up time before lunch and before end of tour. 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 work week will consist of five scheduled work days with fixed days off.

When necessary to establish Non-Traditional Full-Time duty assignments, it will be established in accordance with MOU of 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.**

First consideration will be for the safety of the employee.

The Postmaster has the authority to suspend or curtail postal operations under certain conditions of extreme emergency. However this determination can only be made at actual time of the emergency and only after compilation of all the facts available.

Every consideration must be given the Postal Service obligation to provide service to the public.

The provisions of the Employee and Labor Relations Manual shall be adhered to.

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

- A. The first week of November, the notice will be posted by management on the official bulletin board announcing the start of vacation periods.
- B. There shall be two vacation planning periods for all career employees. The first selection period shall start the first week of December ends no later than Dec. 31 and the second selection period shall start the first week of January ends no later than Jan. 31. 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.
- C. 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 will post a copy of the vacation calendar.
- D. 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 the APWU and management, the

- employee will be bypassed. The employee within 10 days upon their return may request to see the vacation calendar and select the missing 1st and/or 2nd choices from the available remaining weeks using the same criteria as above (1st & 2nd choice).
- E. Employees may request 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 section and awarded by seniority and only to those who have sufficient leave to cover the full vacation time that has been offered and only to those who have not exhausted/used their two weeks, three weeks in accordance with Article 10 Section 3.
  - F. If employees do not have an annual leave balance to cover the full week of the choice vacation selection, they can select the days of the vacation selection of their choice based on their annual leave balance.
  - G. Employees may request annual leave to attend monthly meetings of the Dallas Local, APWU by submitting a 3971 in duplicate and handing to the supervisor. The supervisor will determine if the request is granted or denied by marking the 3971 and returning a copy to the employee. Submission of form 3971 shall be in accordance with Local Agreement #12.
  - H. In order to aid employees in using forfeitable annual leave, employees that have forfeitable annual leave will make a request to sign for the remainder of their forfeitable leave before February 28.

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

***IMPASSE BY UNION***

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

The choice vacation period for Maintenance Craft Employees shall be the entire year.

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><u>Leave Year</u></b>	<b><u>Begins</u></b>	<b><u>Ends</u></b>
2012	PP 03-2012 Jan. 14, 2012	PP 02-2013 Jan. 11, 2013
2013	PP 03-2013 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 beginning day of an employee's vacation period shall be 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 FIVE (5) OR TEN (10) DAYS.**

Annual Leave shall be granted as follow in accordance with Article 10 section 3.D of the national agreement.

1. Employees who earn 13 days annual leave per year shall be granted up to ten (10) days of continuous annual leave during the choice period. The number of days of annual leave, not to exceed ten (10), shall be at the option of the employee.
2. Employees who earn 20 or 26 days annual leave per year shall be granted up to fifteen (15) days of continuous annual leave during the choice period. The number of days of annual leave, not to exceed fifteen (15), shall be at the option of the employee.
3. The subject of whether an employee may at the employee's option request two (2) selections during the choice period(s), in units of either 5 or 10 working days, the total not to exceed the ten (10) or fifteen (15) days above, may be determined pursuant to local implementation procedures.

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 continuous 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.

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

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

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

Twelve (12%) percent will be allowed leave during each week of choice vacation. Fractions will be 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 Forms 3971 will be returned to the employee at the end of the vacation sign up period.

**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 the first week of November, publicize on bulletin boards and by other appropriate means the beginnings date of the new leave year for vacation selection 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.**

***IMPASSE BY UNION***

Requests for incidental annual leave not to exceed five consecutive days and the request for annual leave 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 12% is met or not. If not met, the leave requested by the employee(s) must be approved and noted in daily annual leave book. Disapproved requests will be noted 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 24 hours. 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:

The employer will determine the number and categories of Employees needed for holiday work and a schedule shall be posted as of the Tuesday preceding the service week in which the holiday falls. As many full time and part-time regular employees as can be spared will be excused from duty on a holiday or day designed as their holiday.

- A. All full-time regular employees who possess the necessary skills and have volunteered to work on their holiday or their designated holiday, by seniority.
- B. All Postal Support Employees (PSE) and part-time flexible employees to the maximum extent possible, even if the payment of overtime is required.
- C. All full-time regular employees who possess the necessary skills and have volunteered to work on their non-scheduled day, by seniority.
- D. Full-time regular employees who do not volunteer on what would otherwise be their holiday or designated holiday, by inverse seniority.
- E. Full-time regular employees who do not volunteer on what would otherwise be their non-scheduled day, by inverse seniority.
- F. Employees whose choice vacation encompasses a holiday will not be scheduled for the holiday.

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

Overtime Desire Lists will be established as follows and work in order of their seniority on a rotating basis in accordance with Article 8 of the C.B.A.

- Non-schedule Day(s)
- 10 hours
- 12 Hours

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

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.

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

**Clerk Craft:** Each classified station where there is more than stations, each station of that AO’S shall be a separate section for the purpose of establishing overtime desired list.

**Maintenance Craft:** The whole Installation for each occupational group will be considered a section for the purpose of establishing overtime desired list.

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

Light Duty Assignments must be requested in writing to his/her immediate supervisor.

Granting light duty will be done on case by case basis. Every effort will be made to provide light duty work to employees unable to perform all of the duties of their position in accordance with Article 13 of the CBA.

**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. 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. Maximum effort must be made to assign an employee who is recovering from an illness or injury to duties which he/she 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.**

All clerks for this post office will be considered to be in one section. Excessing will be done by juniority.

**ITEM #19 THE ASSIGNMENT OF EMPLOYEE PARKING SPACE**

First come first served in designated area. Where there is already a designated APWU steward parking, it will be reserved for APWU steward only.

**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.**

A Union Delegate or Steward attending any National or State Convention representing the APWU or AFL-CIO during the selected vacation period shall not be charged to the choice vacation schedule. The employee is eligible to reschedule annual leave during any available choice vacation period that is available. The time period allotted to the National and State Convention will be blocked off the choice vacation calendar to prevent employees from selecting this period as part of their choice bidding. Only a Union Delegate or Steward will be eligible to sign for the blocked week(s).

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

Management and the Union agree that the principle of an assigned position for every regular shall be adhered to when possible. It is further understood that detailing of employees shall be eliminated to the maximum extent possible. The Clerk Craft Director shall be notified of any detailed assignment involving changes of schedule of any assignment, which exceeds thirty days.

No assignment shall be reposted because of a change in reporting time, unless the change exceeds two hours. If the reporting time is changed more than two hours, the assignment will be reposted.

When it is proposed to change the principal assignment area of an occupied position, or when the duties and/or requirements of the position are changed from the way it was posted and

filled, the Clerk Craft President or his designee shall be consulted to determine if there has been sufficient change to repost the position in accordance with Article 37 section 3.A.4.

The Reposting of NTFT Duty assignments to Regular Duty assignments or Regular Duty assignments to NTFT Duty assignments will be done in accordance with Article 37 of the C.B.A.

The Dallas Local, American Postal Workers Union, for Clerk Craft and Maintenance craft, a copy of all job postings at the time of posting and a copy of all notices of award at the time of posting and the award notices will be furnished.

Notices for bid shall remain posted for (10) ten calendar days, unless changed by mutual consent.

Excluding December, all clerk and Maintenance vacancies will be posted on Saturday; Maximum effort will be made to avoid overlapping postings.

Labor/Management meeting will be held at mutually convenient times, at the request of either Party.

APWU will have an official bulletin board for Union material only. Union official may distribute literature or information through the use of the bulletin board.

#### ***HOURS OF WORK:***

All full-time employees will be given a stated regular lunch period, and no employee will be required to work more than six (6) hours without a lunch or rest period.

It is recognized that changes to lunch periods will be on an exception basis.

It is understood that lunch periods shall normally occur toward the middle of the tour in order to minimize fatigue and break up the service day.

Management will advise the union on any permanent change in the basic work week, including changes in daily hours of work, whether for individual assignment or a group of assignments on the work tour with Article 37 section 3.A.4.

#### **UNION-MANAGEMENT COOPERATION:**

When management deems it necessary or upon the request of employees, the appropriate manager may call a meeting with his clerk employees for the purpose of discussing matters affecting them, problems of a clerical nature, or to discuss ways of improving the service and operating procedures at the unit.

#### **LOCKERS:**

Upon receipt of request for personal lockers, employees will be provided if both lockers and space are available.

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

These will be done in accordance with each craft articles unless it stated elsewhere in this LMOU.


### 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, Mabank, 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. This Memorandum of Understanding constitutes the entire agreement of matter relating to local conditions of employment.

  
American Postal Workers Union

Name: YARED WONDE

  
US Postal Service

Name: John S. Lindsey

Date: 9/30/11