

**CLERK CRAFT and MAINTENANCE CRAFT**

**LOCAL MEMORANDUM OF**

**UNDERSTANDING**

**UNITED STATES POSTAL SERVICE**

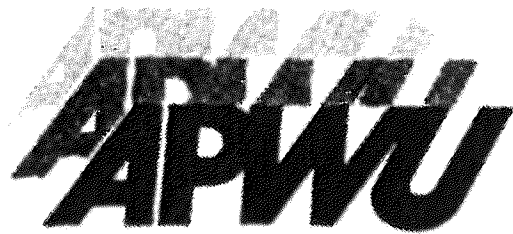
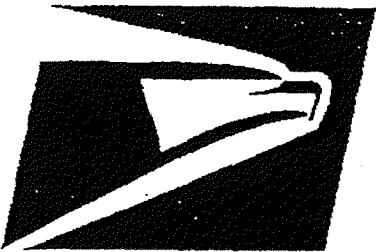
**MESQUITE, TEXAS**

**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 if their duties include handling newspapers, sacks or pouches, or if they are required to pick up toxic or dirty material. Employees who come in contact with toxic material, grease, stain, ink, paint, or other such 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.**

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.**

- A. CURTAILMENT OF SERVICE: When such emergency conditions present themselves, it 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.
- B. The decision for such curtailment or termination of Postal Operations will be implemented based upon information available and received from local, state, and national authorities, and other official sources at the time that local authorities have identified emergency conditions exist.
- C. Local conditions of an emergency nature, such as Acts of God, chemical spills, fire, bombs, explosives or other major dangers will be properly responded by management with consideration given to physical limitations that jeopardize the Safety and Health of assigned employees. Management agrees to notify the APWU of these instances.

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

- A. The first week of November, the notice will be posted by management on all official bulletin boards announcing the start of vacation periods, as stated in Item # 5 for each leave year.
- 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 APWU and management, the employee will be bypassed. Management will provide the vacation calendar within 10 days of the bypassed employee's return to work.
  - E. Maximum effort will be made to accommodate an employee who would like to take extended leave, provided it would not be to the detriment of other employees or operation.
  - 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 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 not exhausted/used their leave entitlement i.e. two (2) weeks, three (3) in accordance with Article 10 Section 3.
  - G. 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.
  - H. 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.
  - I. When operation changes affect vacation-planning sections, new section will be defined through mutual agreement between Management and APWU.
  - J. If employees do not have annual leave to cover vacation selection, they can select the days of the vacation selection of their choice. Employees may be allowed to take LWOP to complete the remainder of that selected week consistent with the needs of the service.
  - K. Upon request and with approval of immediate supervisor, APWU Craft members desiring to attend monthly meetings of the Dallas Local, American Postal Workers Union, may be granted the necessary time off to attend these meetings.

**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.

<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 03-2013 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 normally be Monday and end on Sunday. However, upon employee's request, management will make every reasonable effort to allow an employee to begin vacation the day following his/her first nonscheduled day consistent with the needs of the service.

**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.**

- 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.

**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 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.**

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 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 14% 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 the holiday or their designated holiday.
- B. All Postal Support Employees (PSE) to the extent possible who possess the necessary skills, even if the payment of overtime required.
- C. All Full-Time Regular 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 Regular 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 Regular 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 "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.**

Each classified station where there is more than one station, each station of that AO’S shall be a separate section for the purpose of excessing with in an Installation.

Any operational changes that would eliminate or add new sections will be resolved by mutual

agreement between management and APWU President as to the definition of section.

**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.**

An employee 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.

**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 Traditional Duty assignments or Traditional 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, Mesquite, 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: JARED WONDE

  
US Postal Service

Name: STEVE ADLER

Date: 9-16-11