

MEMORANDA OF UNDERSTANDING

The matters set forth hereinafter are entered into pursuant to the Local Implementation Provision of the current ratified National Agreement and constitute a Memoranda of Understanding within the meaning of said provision. This Memoranda of Understanding entered into on **November 2, 2016**, at Austin Texas, between the representatives of the U.S. Postal Service and the designated agent of the American Postal Workers Union, AFL-CIO, a Union signatory of the current ratified National Agreement, constitutes an agreement on matters relating to the local conditions of employment.

It is understood and agreed that understandings arrived at through the continuing impasse and/or arbitration procedure at the local, regional or national levels shall be incorporated as addenda to this local implementation procedure.

This Memoranda of Understanding shall be in full force and in effect until midnight **November 2, 2016**, unless extended by agreement between the parties at the National level. The terms of the Memorandum of Understanding are subject to the grievance procedure as contained in the National Agreement.

All singular pronouns “he”, “his”, or “him”, are used in the generic sense throughout this document and apply to females as well as males.

TABLE OF CONTENTS

PREAMBLE

ARTICLE 1 - Union Recognition.....	4
ARTICLE 2 - Non-Discrimination.....	4
ARTICLE 4 - Technological and Mechanization Changes.....	4
ARTICLE 5 - Prohibition of Unilateral Action.....	4
ARTICLE 14 - Safety and Health.....	5
ARTICLE 15 - Grievance Procedure.....	5
ARTICLE 16 - Discipline Procedure.....	5
ARTICLE 17 - Representation.....	6
ARTICLE 19 - Handbooks and Manuals.....	7
ARTICLE 25 - Higher Level Assignments.....	7
ARTICLE 38 - Maintenance Craft.....	7
ARTICLE 39 - Motor Vehicle Craft.....	7

ARTICLE 30 ITEMS

ITEM 1	10
ITEM 2	10
ITEM 3	10
ITEM 4	10
ITEM 5	10
ITEM 6	10
ITEM 7	10
ITEM 8	10
ITEM 9	10
ITEM 10	10
ITEM 11	10
ITEM 12	10
ITEM 13	10
ITEM 14	10
ITEM 15	10
ITEM 16	10
ITEM 17	10
ITEM 18	10
ITEM 19	10
ITEM 20	10
ITEM 21	10
ITEM 22	10
Addendum's.....	10
Memorandums	10
Signature Page	10

ARTICLE 1
UNION RECOGNITION

In accordance with the provisions of Article 1 of the current ratified National Agreement, the Employer recognizes the A.P.W.U. as the designated bargaining representative for all employees in the Clerk, Motor Vehicle, and Maintenance craft bargaining units for each unit has been certified and recognized at the national level.

ARTICLE 2
NON-DISCRIMINATION

In accordance with the provisions of Article 2 of the current ratified National Agreement, the Employer and the Union agree that there shall be no discrimination by the Employer or the Union against Employees because of race, color, creed, religion, national origin, sex, age, or marital status or because of a physical handicap with respect to a position, the duties of which can be performed efficiently by an individual with such a physical handicap without danger to the health or safety of the physically handicapped person or to others. The Union and Employer agree to abide by all rules and regulations as set forth in the EEO Program.

ARTICLE 4
TECHNOLOGICAL AND MECHANIZATION CHANGES

Notification to the Union on technological or mechanization changes which affect jobs including new or changed jobs normally shall be a subject at the regularly scheduled Labor-Management Meeting. If this medium of communication is not timely, the notification shall be in writing to the President. Such notification does not preclude discussion for purposes of clarification.

ARTICLE 5
PROHIBITION OF UNILATERAL ACTION

In accordance with the provisions of the Article 5 of the current ratified National Agreement, the Employer will not take any actions affecting wages, hours, or work and other terms and conditions of employment as defined in Section 8(d) of the national Labor Relations Act which violate the terms of this Agreement or are otherwise inconsistent with its obligations under law.

ARTICLE 14
SAFETY AND HEALTH

A. SAFETY AND HEALTH COMMITTEE

In accordance with the provisions of Article 14 of the National Agreement, the Employer agrees to establish a Joint Labor Management Safety and Health Committee. This committee shall meet all requirements as outlined under the current ratified National Agreement. The minutes of the meetings shall be given to the President of the Austin, Texas Local, American Postal Workers Union, AFL-CIO, and shall be posted on all bulletin boards throughout the Austin, Texas Post Office.

ARTICLE 15
GRIEVANCE PROCEDURE

In accordance with the provisions of Article 15 of the current ratified National Agreement, a copy of all written decisions on all grievances shall be mailed to the Steward representing the employee and the General President of the local union.

ARTICLE 16
DISCIPLINE PROCEDURE

- A. In accordance with the provisions of Article 16 of the current ratified National Agreement, no disciplinary action shall be taken against an employee for unsubstantiated complaints from customers.
- B. The Employer without relinquishing to any degree his responsibility as outlined in Article 16, Section 5, of the current ratified National Agreement, agrees that any time an employee seeks the aid of the Employer in obtaining professional guidance which appears to be required as a result of any behavioral problem, the Employer shall, to the fullest of his resources, assist the employee in obtaining such guidance.
- C. The General President shall receive a copy of written notices of disciplinary actions within 24 hours of the time the employee is notified.

ARTICLE 17

REPRESENTATION

A. STEWARDS

In accordance with the provisions of Article 17, Section 3, of the current ratified National Agreement, if business conditions prohibit immediate attention to investigate and adjust a grievance by a Steward, it shall be the responsibility of the supervisor who denied permission to notify the Steward when business conditions permit.

B. LABOR-MANAGEMENT COMMITTEE MEETINGS

In accordance with the provisions of Article 17, Section 5, of the current ratified National Agreement, Labor-Management meetings will be scheduled on a monthly basis (except during the month of December). The General President or his designee and the Craft Directors or their designees of the Austin, Texas Local, APWU, shall be authorized to attend on a “no-gain, no-loss” basis.

C. SCHEME COMMITTEE

The Employer shall establish a local Scheme Committee in accordance with the Methods Handbook Series M-5. This Committee will be a subcommittee of the local Joint Labor-Management Committee established under Article 17, Section 5, of the current ratified National Agreement. This subcommittee shall consider appropriate matters relating to scheme distribution in the Austin, Texas Post Office. The findings of this subcommittee shall be appropriate items for discussion at the Local Joint Labor-Management Committee meetings.

D. OTHER COMMITTEES

When crafts represented by the APWU are to be on a Post Office Committee, the Austin, Texas Local, APWU, will select such representatives except when the manner of selection is otherwise specified by the National Agreement, Postal Manual, or other regulations.

ARTICLE 19 HANDBOOKS AND MANUALS

USE OF PRIVATE VEHICLES

Employees shall not be required to use their private vehicles in the course of a workday. Employees who use their vehicles in accordance with requirements in F-1, Fiscal Handbook, shall be appropriately reimbursed at the employee's request.

ARTICLE 25

HIGHER LEVEL ASSIGNMENTS

- A. Higher level work is defined as an assignment to a ranked higher level position, whether or not such position has been authorized at the installation.
- B. Detailing employees to a higher level position will be based on eligibility, qualifications, and the availability. If there is more than one employee meeting these criteria and there is no appreciable difference in their qualifications, the senior employee will be selected.
- C. Management shall notify all personnel, in writing, prior to their entry into the program about the following items as a minimum:
 - 1. Their present bid job shall be posted if they remain in the program for over 4 months.
 - 2. They will not be able to bid on future job postings while in the program.
 - 3. They shall not be eligible for overtime in craft while in the program.
 - 4. Leave during the period is paid at higher level and does not count as time back in craft.
 - 5. For their own protection, they should resign in writing from the program and provide a copy of this resignation to the Union. That individual's resigning and reentering the program on a frequent basis will be considered to be violating the intent of the National Agreement.

ARTICLE 38 MAINTENANCE CRAFT

- A. **BUILDING MAINTENANCE.** The definition of “immediate work area” shall mean the Austin, Texas Post Office, stations and grounds thereof.
- B. All Training Billets posted for Maintenance shall list the Tour and where the need is for the training.

ARTICLE 39 MOTOR VEHICLE CRAFT

- A. In accordance with the provisions of Article 39, Section 3, of the current ratified National Agreement, the Employer shall make available to the Motor Vehicle Craft President, once each year, a complete list of Automotive Mechanic tools which are available. Each Automotive Mechanic who has been issued a tool kit shall have his tool kit inventoried once a year for the purpose of eliminating obsolete and worn-out tools and to determine if any tools are missing. The Employer shall avail the Motor Vehicle Craft President an opportunity, through the process of consultation, to recommend removal or addition of tools to the Automotive Mechanic's regular tool issue.
- B. In accordance with the provisions of Article 33, of the current ratified National Agreement, when filling the position of Automotive Mechanics, PS-6, KP-14, it shall not be necessary for a career employee to be on a Postal Service Register of eligibles to be promoted or reassigned to an automotive mechanic position if all of the qualification requirements including those in Handbook P-12 B are met. A qualified applicant from the Motor Vehicle Service shall be assigned to the position before making a competitive appointment from the Postal Service Register.
- C. When a position designated in the Motor Vehicle Craft Division has more than one employee, a concerted effort will be made to distribute the work among the qualified employees performing the same duty so that employees will have an opportunity to stay proficient on all aspects of their job. Furthermore, the Employer will make every effort to provide training opportunities for employees in each level so that these employees will have a reasonable probability of progressing upward in their general field of Vehicle Maintenance.
 - 1. The Overtime Desired List for the Motor Vehicle Craft shall be posted in sections as follows:
 - a. Administrative Group
 - b. Maintenance Group
 - 2. Management will begin the process of contacting motor vehicle employees in order of their craft seniority as posted in the Vehicle Maintenance Facility no later than October 1st to choose their leave periods for the year.
 - 3. When it is necessary to change the beginning time for a Motor Vehicle Craft assignment greater than one (1) hour, the affected assignment(s) shall be reposted.
 - 4. The Motor Vehicle Maintenance Facility of the Austin, Texas Post Office shall be considered one section for the purposes of reassignment within the installation when it is proposed to reassign employees excess to the needs of the section.
 - 5. When an employee becomes temporarily incapacitated from regular duty assignments as a result of illness or injury, every effort will be

made to place the employee in a suitable temporary light duty assignment at his regular rate of pay.

6. Areas of light duty assignments shall be based upon availability of work in the craft, medical limitation and the circumstances of the employee's ability to perform the work. Every reasonable effort shall be made to find Motor Vehicle Craft employees suitable work within their craft. Some types of light duty would include, but not limited to, fueling of vehicles, vehicle clean-up, shuttle of vehicles, and washing and greasing of vehicles, clerical work at the VMF.
7. Management will grant a reasonable amount of wash-up time to employees who work with toxic materials or who perform dirty work. Supervisors will consider wash-up time for both before breaks, lunch and before the end of tour. Where an employee gets toxic materials on any part of his body, he shall be authorized to immediately shower and change clothes if necessary. Prior permission under these conditions is not required. The employee must immediately, after showering and changing clothes report this action to his supervisor.

ITEM 1

(ARTICLE 14 & 38)

ADDITIONAL OR LONGER WASH-UP PERIODS

CLERK CRAFT -- Management will grant a reasonable amount of wash-up time to employees whose immediate work situation necessitates it.

MAINTENANCE -- Management will grant a reasonable amount of time to maintenance employees who perform dirty or hazardous work to wash-up. Supervisors will consider wash-up time for both before lunch and before the end of tour. Where a maintenance employee gets hazardous materials on any part of their body, they shall be authorized to immediately shower and change clothes if necessary.

ITEM 2

(ARTICLE 8)

THE ESTABLISHMENT OF A REGULAR WORK WEEK OF FIVE DAYS WITH EITHER FIXED OR ROTATING DAYS OFF

- A. **Advance notice of not less than 21 days and information on any permanent change in the workweek, including change in daily hours of work, whether for individual assignment, all assignments in the work shift, or group assignments in the work shift, shall be given to the General President and all affected regular employees, including those who are unencumbered/unassigned.**
- B. There shall be no jobs with rotating days off for full-time regular employees and part-time regular employees within the APWU crafts.
- C. In accordance with Article 8, Section 2.c. of the National Agreement, as far as practicable, Management will affect a work force having a basic workweek of five consecutive days within the service week.
- D. The General President will be consulted prior to affixing a basic workweek to any new position. Management shall continue the policy of establishing as many Monday through Friday workweeks as practicable.

**ITEM 3
(ARTICLE 14)**

**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.**

Management shall listen to weather reports and reports of news media and/or of local law enforcement authorities pertaining to but not limited to ice, sleet, and/or snow storms, civil disorders, and bomb threats, and must, after proper investigation and evaluation, curtail postal operations if necessary to provide for the safety of the employees. Management will notify the employees at the earliest possible time of termination of curtailment of Postal operations. Such notification will be by telephone and/or available public media, such as TV or radio.

**ITEM 4 THROUGH ITEM 12
LEAVE PROVISIONS
(ARTICLE 10)**

- A. GENERAL PROVISIONS:
 - 1. Leave Year

- a. Employees shall be notified of the beginning date of the new leave year prior to the effective date of the new leave year (OCTOBER 1), via official notification procedures.
 - b. The calendar year will be considered the choice vacation period. All other leave shall be incidental leave.
 - (1) Choice Vacation Periods: The round up principle shall not apply to the first and last week of the choice vacation period (whole weeks shall be used).
 - c. In no case shall less than one employee be granted leave from a leave unit. Rounding-up procedures shall be utilized for any decimal of .5 and above.
2. Percentage of Annual Leave Allowed
- a. Choice Vacation Period - The number of employees who will be granted leave during the choice vacation period shall be as follows:

- (1) CLERK CRAFT – Fourteen percent (14%) by pay location EXCEPT for the following:
 - 16% by pay location beginning the Memorial Holiday week through the last full week of August.
 - 10% by pay location for a period of four (4) consecutive weeks beginning with the Christmas Holiday week.

APWU General President and Postmaster / Plant Manager may meet prior to October 1st to resolve any conflicts with the leave board.

- (a) For December 1st through December 24th, the stations shall have no less than one leave slot. The following shall apply:
 - 1 to 8 Window clerks, one slot
 - 9 to 20 Window Clerks, two slots
- (b) This language excludes CFS and BMEU which shall be fourteen percent (14%) by pay location for the choice period.

All part-time flexible employees shall bid and apply for leave in the pay location in which they have been assigned. All APWU employees are part of a head count made on October 1st for the pay location in which they are bidding for the purpose of arriving at the number of slots available for that pay location.

- (2) MAINTENANCE CRAFT – The minimum number of employees who shall receive leave during the Choice Vacation Period shall be fourteen percent (14%) by tour and leave section.
- (a) Leave requests for the choice vacation period will be granted within leave sections (as defined below), by craft seniority and tour.
 - (b) Sections for bidding for leave during the bidding process shall be:
 - 1. Electronic Technicians
 - 2. MPE Mechanics
 - 3. Postal Machine Mechanics
 - 4. Enginemen/Building Equipment Mechanics
 - 5. Welder
 - 6. General Mechanics
 - 7. Area Maintenance Technician and Area Maintenance Specialists
 - 8. Maintenance Control/Operation Support
 - 9. Custodians, PS-02, PS-03 and PS-04
 - 10. Level 7 MPE/FMO
 - (c) Computations will be based on number of on-roll positions.
 - (d) New maintenance positions added during the life of this agreement shall be placed in a leave section following consultation with the Union.
 - (e) Maintenance Craft employees may request and be granted incidental leave by telephone call to a maintenance supervisor.
 - (f) When the bidding process has been completed, the vacation schedule will be posted and secured on the Maintenance bulletin board. A copy will be kept secure and accessible to the Union.
 - (g) When a Choice Vacation Period or portion thereof is vacated for any reason and the immediate supervisor is notified at least twelve (12) days in advance of the vacated days, these days will be posted for a period of seven (7) days. These days will be rebid, in the leave section, by seniority, from the vacating employee on down.
- (4) MOTOR VEHICLE CRAFT – Annual leave shall be granted according to craft seniority.
- (a) Shop: Mechanics, Body Fender Repairman, Vehicle Analyst, Garagemen; a minimum combination of two persons or fourteen percent (14%) whichever is greater.

(b) Operations: Stockroom personnel, Administrative personnel VMF; a minimum combination of one person, or fourteen percent (14%), whichever is greater.

B. Policies and Procedures for Applying for Annual Leave:

There shall be two rounds, beginning October 1, for employees to make leave selections. Leave boards shall have the choice vacation period designated prior to the first selection; completed leave boards shall be posted by December 15.

1. Round 1, Choice Period

All full-time and part-time employees by craft seniority, at their option may request up to two (2) selections during this first opportunity in units of either 5, 10, or 15 working days, the total not exceeding 10 or 15 days for which the employee is eligible.

2. Round 2

After the first round of bidding is completed, employees shall have a second opportunity to select leave in craft seniority order from those slots still open to ensure that the annual leave earned during the service year is used. A maximum of two selections shall be made by each employee.

3. Employees shall bid for leave in the pay location of their bid job at the time bidding commences; bidding shall begin with the most senior and continue in descending seniority order to the most junior employee.

(a) An employee shall verbally indicate a leave choice to the supervisor from those slots available on the leave board. The supervisor shall immediately write the employee's name in the slots indicated and confirm the selection using two copies of PS Form 3971. An employee not desiring to indicate a choice must submit a no-bid on PS Form 3971.

(b) Employees indicating no-bids during the first round shall make a selection during the second round or forfeit their Preferred Selection.

(c) Employees not present during the first and second round shall indicate his or her first three leave choices to the immediate supervisor using PS Form 3971 prior to the bidding process. If the employee is not available during the bidding process, management will make a reasonable effort to contact him/her. Employees undecided shall be required to notify their immediate supervisor of their choice no later than the end of the employee's next scheduled work day, but under no circumstances shall the selection be delayed more than three (3) calendar days after the original contact is made. Failure to make selections within the time periods above shall not disqualify the employee from a vacation period, but limits their selection among those left on the vacation schedule.

4. Policy for Other Leave/Incidental Leave Rights

After the bidding process is completed, any remaining or reverted slots shall be available as incidental leave. All incidental annual leave shall be granted on the agreed upon percentage on a first come, first serve basis, after notification has been given to the pay location. This notification will be given as standup talks, weekly pay location schedules, or updates posted on pay location Leave Boards.

- (a) Annual leave requests submitted on the same day will be considered a tie. Ties will be broken by seniority regardless of Annual Leave or LWOP being requested.
- (b) For leave, employees shall turn application PS Form 3971 in duplicate. If approved, the supervisor shall promptly write and initial the employee's name on the leave board. He shall also sign and return a copy of the submitted PS Form 3971 to the applicant no later than:
 - (1) 72 hours after the request is made when such leave is to begin within 14 days of the date submitted.
 - (2) 10 days after the request is made when such leave is to begin more than 14 days after the date submitted.
 - (3) If the above time limits are not met, the requested leave shall be automatically approved.

C. Leave Administration

- 1. No annual leave of less than eight (8) hours shall be recorded on the leave board; the supervisor shall annotate the "notified" block of PS Form 3971 and shall immediately return the duplicate to the employee.
- 2. An employee's leave of less than forty (40) hours in a postal week shall not close out a block of incidental leave on the leave boards until a sum of forty (40) hours of annual leave has been divided evenly over any five days of the week.
- 3. Leave boards shall be kept covered at all times with clear plastic and a copy will be in the MDO's office or station manager's office. This board shall be displayed daily at all times except during the actual selection process.
- 4. The employer shall make every reasonable attempt to resolve conflicts prior to posting the Leave Board.
- 5. An employee returning during the bidding process whose written preference was unsuccessful shall participate in the bidding process among those employees yet to make selection in order of seniority.
- 6. An employee who could not have reasonably been expected to have submitted his written preference shall contact his supervisor to make his preference known.

7. All employees will be provided the opportunity to revert leave with no advance notice except those clerks assigned to a station who must give notice prior to the posting of the weekly schedule.
8. The employee may swap approved leave with the approval of the supervisor. If the affective leave was selected during either of the two rounds of the bidding process, such approval is subject to the unanimous consent of the employees holding intermediate positions of seniority. Such consent shall be secured by the employee desiring the change.
9. An employee ordered to military duty shall be eligible for his quota of annual leave during the choice vacation period in addition to military leave. An employee called to military duty during his choice vacation period will be eligible for another available period in lieu thereof.
10. An employee called for jury duty during his choice vacation period will be eligible for another leave period in lieu thereof provided it does not deprive other employees of their first choice leave period.
11. Attendance of Union Delegates at National or State conventions shall not be charged to the choice vacation period provided the number of Union delegates is furnished to the employer not later than May 1 of each calendar year. This annual leave shall be granted in addition to selections of choice vacation periods.
12. Annual leave (or Leave Without Pay at the employee's option) for elected delegates including travel time to attend employee convention shall be granted in addition to his or her two selections. Elected delegates shall have preference over other leave requests.
13. Travel time to attend National, State, or Regional conventions (assemblies) shall be coincident with the respective leave and shall be a minimum of one day per 500 miles driving, not to exceed 4 days either side of the assembly.
14. Management will make every effort to grant annual leave to employees on birthdays, anniversaries, death or illness in family or employee wedding or graduations.
15. The employee and management will plan to reduce annual leave balances to 440 hours or less by December 31st.
16. The immediate supervisor or his designee shall be the only person authorized to write the employee's name on the leave board.
17. Employees experiencing unusual situations requiring extending the leave periods or emergency leave will be given special consideration.
18. In accordance with Article 10.E of the 2006 National Agreement, the vacation period shall start on the first day of the employee's basic work week.
19. After the vacation planning period has been completed and schedules posted, due consideration shall be given to extend an employee's scheduled vacation in order to maximize his available annual leave in conjunction with his off days and holiday.

20. Approved leave transfers with the employee within the Austin, Texas installation.
21. Employees will not be required to work end tour overtime on the service day preceding leave except in an emergency. An emergency is as defined in Article 3 of the National Agreement.
22. Employees shall not be required to work on non-scheduled days of their basic workweek during, prior to, or immediately following their Choice Vacation Period. An employee's Holiday, or day designated as a Holiday, shall also be considered a non-scheduled day when falling within the employee's Choice Vacation Period (or period designated as the employee's Choice Vacation Period), or in conjunction with the employee's non-scheduled days (during, prior to, or immediately following the employee's Choice Vacation Period).

ITEM 13

(ARTICLE 11)

THE METHOD OF SELECTING EMPLOYEES TO WORK ON A HOLIDAY

- A. At least ten (10) days prior to the Tuesday holiday schedule posting day, a list consisting of three calendar dates (holiday and designated holidays) will be posted requesting volunteers for the holiday or day designated as a holiday. The list will be removed on the Friday prior to the Tuesday posting day for the holiday schedule.
- B. The Holiday Volunteer list will be administered by section/pay location and by tour. Sections shall be defined by the APWU General President and the Postmaster/Plant Manager or their designee. If a work area does not fall within a defined section, the list shall be by pay location.
- C. Management shall determine the number and category of employees having the necessary skills needed for holiday work and for days designated as individual employee's holidays, and shall schedule employees by the following priorities.
 1. Regular employees in order of seniority, who have volunteered to work on the holiday or their designated holiday, when such day is part of their regular work schedule.
 2. Part-time flexibles, (in straight-time status)
 3. All other full-time regular volunteers in order of seniority. In the case of such full-time volunteers, if they are scheduled to work and

it is what would otherwise be their non-scheduled work day, they will be guaranteed eight hours at the overtime rate.

4. Casuals, even if overtime is necessary.
 5. Part-time flexibles, even if overtime is necessary.
 6. Regulars who have not volunteered and who will be working on what would otherwise be their non-scheduled work day. In the case of such regular employees, they will be scheduled by juniority and guaranteed eight hours at the overtime rate.
 7. All other regular employees who have not volunteered and who will be working on what would otherwise be their scheduled work day. In the case of such regular employees, they will be scheduled by juniority.
- C. Employees who are currently detailed out of their pay location will not work their holiday or designated holiday if it displaces a volunteer who is working in the original pay location.

ITEM 14
(ARTICLE 8)

- A. Overtime desired lists for bargaining unit employees will be administered by section and tour. Sections are defined as follows:
1. Clerk -- Overtime Desired Lists shall be by section and tour at the Plant. Sections shall be defined as needed by the APWU General President and the Plant Manager, or their designees. If a work area does not fall within a defined section, overtime shall be by pay location. Overtime desired lists shall remain by pay location at the stations.
 2. Maintenance - The Overtime Desired List for the Maintenance Craft shall be posted by tour.
 3. Motor Vehicle - Position designation, tour and location
- B. Names and seniority dates of all employees in each overtime Unit shall be listed in seniority order. Only those employees desiring overtime shall be required to sign the list. Only three separate categories shall be maintained.
1. Begin tour
 2. End tour
 3. Non-scheduled day
- Signees will be available to work up to 12 hours.
- C. Overtime desired list shall remain posted in the immediate work location at all times.

1. Employees who are on the Overtime Desired List and who have been detailed to a new Pay Location in excess of thirty (30) calendar days, will be considered assigned to that Pay Location for overtime purposes. Such detailed employees will have seven (7) calendar days following the 30th day to sign the Overtime Desired List.
 2. Any PTF making FTR will have seven (7) days to sign the Overtime Desire List during the effective quarter.
 3. Employees who are successful bidders or are transferred to another unit, who were on the Overtime Desired List in their previous unit, shall have seven (7) calendar days after assuming position in which to add their names to the Overtime Desired List in the new section. Employees on leave throughout the posting period shall have seven (7) days in which to sign the Overtime Desired List upon their return to duty. The above option must be initiated by the employee.
- D. Employees shall be advised when the next Overtime Desired List is to be posted, at least three calendar days prior to posting in one or more of the following ways:
1. Group Floor Meetings
 2. Notice of Official Bulletin Boards
 3. Individually.
- E. Any employee who wishes to be removed from the Begin Tour or End Tour category of the Overtime Desired List, will do so by submitting a written request to his/her immediate supervisor. Such request, will become effective the following day. Employees who wish to be removed from the Non-scheduled Day category of the Overtime Desired List will do so by submitting a written request to his/her immediate supervisor prior to the posting of the weekly schedule. If such request is given prior to the posting of the weekly schedule it will become effective that Saturday. If such request is given after the posting of the weekly schedule it will become effective the following Saturday.
- F. The Union will be provided a list of current dispatch windows upon request and Overtime Desired Lists from each section or pay location at the beginning of each quarter.
- G. One (1) hour advance notice will be given prior to requiring employees covered by this Local Memorandum of Understanding to work overtime. Except where an emergency exists, less than one hour's notice will excuse the employee from working overtime. An emergency is as defined in Article 3 of the National Agreement. This provision applies only to end of tour overtime.
- H. A schedule for all full-time employees who have a regular schedule, will be posted no later than Wednesday. If such schedule is changed, the employees affected will be paid at the overtime rate. Schedules will also be posted on Wednesday for part-time flexible employees; however, these schedules may be changed without payment of overtime. When a scheduled reporting time previously given to part-time flexible

is changed the part-time flexible shall be given six hours notice whenever possible.

ITEM 15
(ARTICLE 13)

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

**IN ACCORDANCE WITH ARTICLE 13, SECTION 3.C.
OF THE NATIONAL AGREEMENT.**

- A. The number of Temporary Light Duty assignments for employees represented by APWU under this LMOU will be two and one half percent (2.5%). Included in this percentage will be one 1 light duty slot at each station, CFS, BMEU, VMF and Personnel. As new stations are opened they will also include 1 slot. Those employees with physical restrictions that are maternity related shall not be counted in the number.
- B. Permanent Light Duty at the Plant will be limited to eleven (11) positions for employees represented by APWU. Employees represented by APWU currently on Permanent Light Duty will be GRANDFATHERED under this LMOU.
- C. Light duty assignments shall consist of any assignment which an ill or injured employee can perform within his/her physician's restrictions.
- D. In all crafts, the first consideration for light duty assignments shall be that of the employee's normal assignment, or duties available in their section within their restrictions.
- E. A union representative and the immediate supervisor will assist employees to determine their needs for light duty assignments and help prepare written requests for assignment to light duty if possible within their physical limitations.

ITEM 16
(ARTICLE 13)

**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. In all crafts, when an employee's assignment cannot be modified to meet his light duty restrictions, the consideration for light duty will

be to one of the reserved light duty as listed in ITEM 17. In no event will light duty work assignments be less than the amount already established in past practice.

- B. Significant change in Tour complement shall warrant relocation of light duty assignments if necessary, or the allocation of additional light duty assignments.
- C. Employees desiring to obtain light duty of a temporary nature shall submit a written statement from their personal physician to the supervisor stating the specific type of work restriction and anticipated duration of work restriction. An employee requesting light duty may be directed to the Contract Medical Physician for medical review. If a light duty request is denied, the employee will be advised of the reasons for the denial.
- D. Permanent light duty assignments will be administered in accordance with Article 13 of the National Agreement.
- E. The APWU General President or appropriate craft president shall be notified as soon as possible whenever any request for light duty cannot be honored.
- F. When an employee is being assigned light duty, either temporary or permanent, in the bargaining unit represented by APWU, who is not normally in that bargaining unit, APWU will be notified in writing.
- G. When an employee, Level 4 and below, request light duty which cannot be accommodated by modification of the employee's assigned position or in the same level, management will consult with the local president or designee toward providing other duties within the employee's restriction.
- H. When a full-time employee in a temporary light duty assignment is declared recovered on medical review, the employee shall be returned to the employee's former duty assignment if it has not been discontinued. If such former regular assignment has been discontinued, the employee becomes an unassigned full-time regular employee.

I. ASSIGNMENT ACROSS CRAFT LINES

- 1. When it is not possible to assign an ill or injured employee to a position within his own craft, it is agreed that the installation head shall confer with the affected Craft Director and APWU President to which his assignment is proposed, prior to effecting the assignment, if such assignment affects the APWU.
- 2. Assignments across craft lines to a craft represented by the APWU involving the NALC and/or NPMHU shall be administered in accordance with the provisions stated in Article 13, Section 4.a. of the National Agreement.

J. DURATION OF LIGHT DUTY ASSIGNMENT IN EXCESS OF TWO WEEKS.

The employer shall inform the Union of the following:

1. When the employee's light duty request is approved or disapproved
2. When the employer, upon consultation with the employee and/or upon presentation of medical certification, determines employee on light duty has recovered.

K. WORK SCHEDULE

1. Whenever possible, the employee shall work his normal assignment.
2. The employer may make adjustments in the normal work schedules for the establishment of light duty assignments

L. It is the responsibility of Management to show utmost consideration for employees requiring temporary or permanent light duty or other assignments. In all crafts, when an employee's assignment cannot be modified to meet his light duty restrictions, the next consideration for light duty shall be to another occupational group or craft. Temporary or permanent light duty assignments shall be reserved for employees in the APWU bargaining unit for the placement of employees who cannot be accommodated in their regular duty assignment.

ITEM 17

(ARTICLE 13)

**IDENTIFICATION OF ASSIGNMENTS THAT ARE TO BE
CONSIDERED LIGHT DUTY ASSIGNMENTS WITHIN EACH
CRAFT REPRESENTED IN THE OFFICE**

CLERK CRAFT

- A. Desk work which includes, but is not limited to the following: filing, typing (including any keyboard associated operations), answering phones, handling of undeliverable mail, ZIP coding of mail list, stamping miscellaneous office forms, or any clerical duties including those requiring special training or technical skill for which the employee is qualified to perform.
- B. Miscellaneous duties associated with Mail Processing including but is not limited to the following: riffling mail, back-stamp associated duties, canceling operations, mail and meter mail preparation, rewrap damaged parcels, including SPR distribution, opening and traying.
- C. Assist with ODIS, case examinations, labeling, assist in training and related duties in PEDC, or any general duties not normally associated directly with Mail Processing (including CFS associated duties).

MAINTENANCE CRAFT

- A. Building Maintenance

1. Assist in any administrative duties, including but not limited to the following: listing parts on inventory cards, assisting control clerk with work orders, and assisting in inventory of custodial supplies
 2. General custodial duties, including but not limited to the following: dusting stock bins, dusting furniture, light sweeping, washing windows that require no ladder, policing exterior areas and lobbies.
- B. All Other Maintenance
1. Assist in maintenance control duties including but not limited to the following: completing date input forms for record keeping systems, stamping and dating route sheets, distributing mail, routine filing, answering telephones, and helping with inventory of stockroom parts and supplies
 2. Other general maintenance duties, including but not limited to the following: oiling machinery, driving trucks for delivery of furniture and equipment, repairing hampers, and performing bench repair.

ITEM 18
(ARTICLE 12)

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

- A. Reassignment Within an Installation of Employees excess to the Needs of a Section.
1. Clerk Craft
 - A. Sections within Customer Services: Stations and Branches
 1. Balcones Station
 2. Bluebonnet Station and Town North Station
 3. Capitol Station
 4. Central Park Station and West Austin Finance Unit
 5. Chimney Corners Station
 6. Computerized Forwarding Unit
 7. Downtown Station
 8. East Austin Station
 9. General Mail Facility Station
 10. Lake Travis Station
 11. Mockingbird Station
 12. North Austin Station
 13. Northcross Station
 14. Northeast Station
 15. Oak Hill Station
 16. Special Delivery Section
 17. SSPC
 18. South Congress Station

19. Southeast Station
20. University Station
21. Westlake Station

B. General Office Area

1. Customer Services Operation and Support – includes:
 - a. Customer Services Operations
 - b. Customer Services Support
 - c. Marketing and Sales Support Staff
 - d. Consumer Affairs includes Claims
 - e. Expedited Services Support
 - f. Clerical Support – Field Operations
2. Accountable Papers
3. Procurement Clerk: Customer Services
4. Bulk Mail Entry Unit; Permits; Mail Classification
5. TACS Office
6. Data Collection Technicians – Plant (All Tours Combined)
7. Data Collection Technicians – In-Plant Support (All Tours Combined)
8. Statistical Programs
9. Human Resources – includes:
 - a. Personnel
 - b. Labor Relations
 - c. PEDC
10. Operations Support: In-Plant Support includes:
 - a. General Clerk
 - b. Transportation and Logistics, including Label Clerk
11. Contracts Technician P & DC

C. Mail Processing

1. Tour 1 Automation
2. Tour 1 UFSM
3. Tour 1 AFSM
4. Tour 1 Manual Operations, includes letters & flats
5. Tour 1 Plant Priority distribution: belt operations
6. Tour 1 Expeditors
7. Tour 1 Registry
8. Tour 1 Annex
9. Tour 1 Air Cargo Facility
10. Tour 2 Automation
11. Tour 2 UFSM
12. Tour 2 AFSM
13. Tour 2 Manual Operations, includes letters & flats
14. Tour 2 Plant Priority distribution: belt operations
15. Tour 2 Expeditors
16. Tour 2 Registry
17. Tour 2 Annex

18. Tour 2 Air Cargo Facility
19. Tour 3 Automation
20. Tour 3 UFSM
21. Tour 3 AFSM
22. Tour 3 Manual Operations, includes letters & flats
23. Tour 3 Plant Priority distribution: belt operations
24. Tour 3 Expeditors
25. Tour 3 Registry
26. Tour 3 Annex
27. Tour 3 Air Cargo Facility

2. Maintenance Craft – by Occupational Group
3. VMF Section
4. New Sections

When the need exists to create additional operations that are not listed above, management agrees to meet with the Local Union President and director(s) of affected crafts to discuss whether such operation will be a new section or be included in one of the sections defined above. Such discussion shall be held at least 30 days prior to the anticipated beginning date of the new operation, when practicable. The determination shall be made no later than seven (7) days prior to beginning date of the new operation.

**ITEM 19
(ARTICLE 20)**

THE ASSIGNMENT OF PARKING SPACES

- A. The Employer shall continue the current practice of providing sufficient parking to employees.
- B. Management will make every reasonable effort to prevent non-postal employees from using this lot.
- C. The parties recognize that it is the responsibility of the local management to enforce parking regulations on U.S. Postal Service property. It is the responsibility of Management to assure that employees are kept informed of the existing parking regulations.
- D. Management will make every reasonable effort to assure that the existing and new installation/substations in the Austin area are provided with adequate, secure employee parking. In addition, existing facilities will be reviewed. As existing facilities are reviewed, a determination shall be made whether to provide additional adjacent area.
- E. Management will continue the present practice for parking of two-wheeled vehicles used by employees.

- F. Parking shall be provided at the VMF for Motor Vehicle Craft employees, as circumstances permit.
- G. Management will continue to provide the current allotment of APWU parking spots at the Plant: three (3) APWU Union Steward spaces in the Employee parking lot, one separate negotiated parking space designated for the APWU President, and two (2) spaces in the EAS parking lot for union business.

ITEM 21
ARTICLE 37
CLERK CRAFT PROVISIONS

- A. Where a temporary detail of a full-time or a part-time employee is expected to last more than 30 days and requires no scheme distribution, employee will, at his request, be temporarily relieved of scheme assignment. On details for less than 30 days, where detail may cause a hardship in employee's preparation for scheme examination, at employee's request, scheme examination will be rescheduled. This does not affect provisions in Postal Manual 333.552C(2) and/or Scheme Handbook Series M-5 for requesting extension due to illness, etc.

- B. **DETAIL POLICY** -- Details will be separated into two categories:
DEVELOPMENTAL
NECESSITY

“Necessity Details” are defined as hours needed by an employee to deal with pending business of a personal nature, e.g. divorce, sick family member, court problems, etc.

THE FOLLOWING GUIDELINES WILL BE ESTABLISHED TO IMPLEMENT NECESSITY DETAILS:

1. Individual employees may, on pay period basis, agree to exchange off days. Employees must be equally qualified and have the necessary skills.
2. Such exchange must be scheduled by Wednesday preceding the service week in which the exchange will be effective. The exchange must be agreed upon by the union on PS Form 3189.
3. Individuals may agree to an exchange of Tours for a period not to exceed ninety (90) days. Employees must be equally qualified and have the necessary skills. The exchange must be agreed upon by the union on PS Form 3189.
4. If the above cannot be implemented by the employee and he/she still needs a change in work schedule, consultation with the employee, the designated chief steward, and the MDO or Station Manager, will determine the length and the approval or disapproval of the request. Such approval will normally not exceed ninety (90)

days. The change in schedule must be agreed upon by the union on PS Form 3189.

5. If PS Form 3189 is disregarded at any time after the detail is approved, management will pay out-of-schedule overtime.

DEVELOPMENTAL DETAIL

Developmental details apply to clerk and maintenance crafts represented by the APWU.

The following is the procedure which will be followed when an opportunity arises for a temporary detail in excess of 30 days.

1. The position will be posted for bid as a best qualified or senior qualified in accordance with Article 37 and Handbook P-1.
2. The selection process will be in accordance with established procedures in Handbook EL-311.
3. The posted position will have a beginning and ending date.
4. The General President of the APWU will be given advanced notice of any detail posting stating the position by title, grade, craft, level, duties, and length of detail.
5. After the selection process, the employee must sign form 3189 if the detail goes beyond the specified time of the posting. If form 3189 is not signed, management will pay out-of-schedule pay to the employee.
6. Any detail which lasts over one year will be posted for bid per Article 37 & 38 of the National Agreement.
7. The parties agree to make the necessary revisions, deletions, or additions as necessary to provide for orderly implementation and insure service efficiency and success of the program.

ITEM 22

(ARTICLE 12)

LOCAL IMPLEMENTATION OF THIS AGREEMENT RELATING TO SENIORITY, REASSIGNMENTS AND POSTING

A. Policy

The following shall be observed in the administration of day to day seniority:

1. Employees holding bid assignments shall not be moved from their assignments and be replaced on their assignments by other employees except:
 - a. In an emergency
 - b. To provide necessary training
 2. Employees holding bid job assignments shall not be requested to compete for their own assignments.
- B. Information of Job Postings
- In accordance with Article 12 of the current ratified National Agreement, notices inviting bids for full-time and part-time regular jobs shall contain the following information:
1. Duty assignment by position title and number (e.g., key, standard, or individual position).
 2. PS salary level.
 3. Scheme knowledge requirements, where applicable.
 4. Hours of duty (beginning and ending).
 5. When employees will normally begin and end their swing.
 6. The principle assignment area (e.g., section, and/or location of activity).
 7. Primary and secondary duties (e.g., first-class flats, window section, parcel post, all other duties as may be required in the principle assignment area).
 8. Qualification standard, when appropriate.
 9. Physical requirement unusual to a specific assignment.
 10. Invitation to employees to submit bids.
 11. Schedule of days of work.
- C. Job Posting Miscellaneous
1. **The length of postings of vacant job assignments shall not be less than 10 days. At the beginning of the calendar year, management shall provide the union with a copy of the schedule for Clerk postings of new & vacant job assignments.**
 2. Where computer bidding is not available, bids can be submitted in writing or by telephone. Where telephone bidding is available to all employees in a facility, telephone and computerized bidding is mandatory. The closing time for submission of telephone bids will be 12 midnight of the closing date. Any withdrawal, to be official, shall be date stamped or if done by telephone or computer, must have confirmation. An employee may not cancel a bid after the closing time of the posting.
 3. The successful bidder on a job assignment shall be placed in the new assignment no later than fourteen (14) days after he is declared the successful bidder.
 4. Management shall give the successful bidder a copy of the notice declaring him as the successful bidder for a duty assignment.

5. The bid of a senior bidder who does not attempt through documented official training to qualify shall count toward the five (5) bids permitted during the duration of this agreement.
6. All postings for residual vacancies will be posted concurrently for PTF preferencing and PTR bidding. These postings shall follow the same time frames as all other posted full-time duty assignments and the successful bidder shall be placed in the new assignment within fourteen (14) days.
7. Best Qualified Applicants shall have a longer time frame for posting and bidding. This process shall not take longer than sixty (60) days. Once the Best Qualified Applicant has been declared the successful applicant, he/she shall be placed within fourteen (14) days. Residual Best Qualified duty assignments shall adhere to the same time frame as all residual vacancies: twenty-eight (28) days.
8. When to Repost
 - a. If it becomes necessary to change the reporting time of an assignment more than one hour, the assignment will be reposted unless the employee presently filling the assignment prefers to remain in the position.
 - b. Clerk Craft - When, in the Clerk Craft, it becomes necessary to change the reporting time of an assignment more than two hours, the assignment will be reposted. When an assignment of a Clerk is changed permanently in any of the following ways, at the employee's option the job shall be reposted.
 - (1) The addition of a minimum of 200 or more scheme items to the assigned scheme in a period of one year.
 - (2) The duties of the job are changed 50 percent from those on the original job posting.
 - (3) A scheme is added to the job.
 - (4) The fixed credit of any employee is increased by 25 percent during the life of the current ratified National Agreement.
 - c. When, in the Clerk Craft, an assignment is changed permanently in the following ways the job shall be reposted.
 - (1) A change in the number of hours, days or skill of a PTR duty assignment. A skill is any requirement on a duty assignment which must be passed in order to be declared the successful bidder, e.g. typing, window, drivers license etc.
 - (2) Change in original work location as posted to another after consultation and agreement by the Union.
 - (3) The duties of the job are changed fifty (50) percent from those on the original job posting.
 - d. MAINTENANCE CRAFT
 - (1) Each previously established or new basic work week assignment will be given a job number to be used for the purpose of identification and bidding procedures.

- (2) The posting will indicate whether the position is a new one or a vacated one. If the position is a vacated one, the incumbent's name shall be listed on the posting.
- (3) In the Maintenance Craft, a job shall be reposted at the option of the employee currently holding the assignment when:
 - (a) The principle assignment area changes from one facility to another.
 - (b) The duties of the job are changed fifty percent (50%) or more from those in the original job description. The determination of what constitutes 50% or more change will be subject to the discussion between management and the Union.
- (4) When a vacant or newly established duty assignment is to be filled, the employer shall forward a copy of the appropriate notice of intent to each custodian or employee on the PER not domiciled in the main facility. The union will be furnished a copy.
- (5) A change in reporting time in job assignment of two (2) or more cumulative hours, during the life of this agreement, shall result in reposting, unless the incumbent chooses to accept the new posting time, in accordance with Article 38.4A.4 of the National Agreement.
- (6) All vacant duty assignment which are not reverted shall be reposted for bidding within 28 calendar days.
- (7) All full-time regulars and part-time regulars shall be allowed to bid on more than one vacant assignment at the same time. The bidder shall enumerate each bid in the numerical preference of assignment or choice.
- (8) The Union shall be notified if bid is being rejected because bidder has been successful bidder five times since **May 21, 2015**.

D. Seniority List

The practice of posting a seniority list on the official bulletin board shall be continued. The list shall be updated quarterly, in January, April, July and October.

