LOCAL MEMORANDUM OF UNDERSTANDING

TYLER STATIONS AND BRANCHES

2021 – 2024

The Memorandum of Understanding (pages 1-14) is entered into on \_\_\_\_\_\_\_\_\_\_ at Tyler, Texas between the representatives of the United States Postal Service and the designated agent of the American Postal Workers Union, pursuant to the Local Implementation Provisions of the 2021-2024 Collective Bargaining Agreement. Any references to Union, craft, employee, or bargaining unit are limited to the APWU and the crafts that it represents.

Michael Arrambidez, Postmaster Tyler Texas 75702

Farrell Shaw, President APWU Local 1477 Tyler Texas

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TYLER STATIONS AND BRANCHES

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LOCAL MEMORANDUM OF UNDERSTANDING

TYLER STATIONS AND BRANCHES

2021-2024

**ITEM 1: Additional or longer wash-up periods**

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

**ITEM 2: The establishment of a regular work week of five days with either fixed or rotating days off**

The Clerk, Maintenance, and Motor Vehicle crafts will work with fixed days off for full-time employees.

**ITEM 3: Guidelines for the curtailment or termination of Postal Operations to conform to orders of local authorities or as local conditions warrant because of emergency conditions**

1. Termination or curtailment of Postal Operations will be made by the installation head to conform to orders of local authorities, or as local conditions warrant because of emergency conditions. This shall be based upon information available and received from local, state, and national authorities and other official sources.
2. Management shall communicate with the Union concerning the appropriate action to be taken when the emergency is of such a nature that advance notice is possible.
3. Consideration will be given to Acts of God and physical limitations of the facility that jeopardize the safety and health of employees.
4. In the event of an emergency covered by an Emergency Contingency Plan, such Plan will be implemented without delay.
5. Management shall develop an emergency contingency plan for the following actions: tornado conditions, fire, bomb threats, and hazardous material spills.

**ITEM 4: Formulation of local leave program**

1. Leave rosters will be used for employees to sign their choice annual leave selection. The rosters will be circulated each year in order of seniority among employees for choice selections in the following sections.

Maintenance only

The rosters will be circulated each year in order of seniority among employees for choice selections within each occupational group and level within their principal assignment area.

**Main Post Office**

**Clerks with accountability**

**Clerks without accountability, Clerk Steno**

**BMEU Clerks**

**Azalea Station**

Clerks with accountability

Clerks without accountability

**Southeast Crossing**

Clerks

**South Tyler Annex**

Clerks

Item 4. Formulation of local leave program (continued)

**Motor Vehicle Craft Employees:**

**The rosters will be circulated each year in order of seniority among employees for choice selections within each occupational group and level within their principal assignment area.**

1. All rosters will be blacked out for the week of the APWU State/National Convention reserved for leave by the local delegate(s) to the conventions. The local Union is responsible for informing management of the dates for the convention weeks. No later than 30 days prior to each convention, the Union will inform management of the employees that will attend each convention. When the delegates are known and their leave has been scheduled, all remaining slots will be applied for and awarded as per item 12.
2. The first circulation of the roster will be by seniority in all crafts for choice selections to begin by November 15. One or more weeks up to the limitations in Article 10.3.D.1 and 10.3.D.2 may be selected as specified in Item 7.
3. After the roster has been circulated one time by seniority among all career employees in the section for their choice leave selections, the roster will continue a second time in order of seniority for remaining choice selections as specified in Item 7.
4. Each employee will be responsible for planning his/her selections, with alternates, so that he/she can make immediate selection when receiving the vacation roster. If an employee does not make a selection within 24 hours after receiving the vacation leave roster, they will forfeit that selection. Management will make a reasonable effort to contact employees on extended leave of five (5) days or more for the purpose of annual leave selection(s). The unit steward/union official will initial any annual leave selection(s) conveyed to management by the absent employee. When management is unable to contact the employee(s) on extended leave of five (5) days or more, the unit steward/union official will be notified and the annual leave roster will move to the next senior employee in that section.
5. Employees transferring to a different section will retain their previous choice selection. Management would not be obligated to grant incidental leave to the losing section for that slot.
6. Scheduled annual leave in the choice period may not be cancelled unless all of the following conditions are met:
7. The cancelled leave must be in full weeks.
8. Scheduled leave will not be cancelled if this causes the employee to have a forfeitable leave balance at or near the end of the leave year.
9. The employee will submit a written request for cancellation on Form 3971 to his/her immediate supervisor at least ten (10) days prior to the beginning date of the weeks involved. If the request meets all the conditions, the supervisor will so endorse, date, and sign Form 3971 and post it on the APWU bulletin board as a notice to employees in the same leave section that this period is available.
10. Employees in the section applying for cancelled leave must submit a completed Form 3971 by hand to their immediate supervisor no later than seven (7) calendar days prior to the beginning date of the leave period. The supervisor and employee will endorse Form 3971 with the date and time received in hand by the supervisor.
11. The supervisor may grant the cancelled leave as per item 12.

**ITEM 5: The duration of the choice vacation period**

1. Clerk craft - The choice vacation period shall be the full leave year except the second full week of December through December 25.
2. Maintenance craft – The choice vacation period shall consist of the full leave year.
3. Motor Vehicle craft – The choice vacation period shall consist of the full leave year.

**ITEM 6: The determination of the beginning day of an employee’s vacation period**

1. The leave week will begin on Monday and end on Sunday.
2. Employees shall not be required to work on their holiday immediately following their vacation period.

**ITEM 7: Whether employees at their option may request two selections during the choice vacation period, in units of either 5 or 10 days**

1. 1. On the first circulation, full-time regular and non-career (PSE) employees who earn thirteen (13) days leave per year have the following options:
2. One (1) selection during the choice vacation period of (10) days

 continuous workdays, or

1. Two (2) selections in units of five (5) continuous workdays.

2. On the first circulation, regular employees who earn twenty (20) to twenty-six (26) days annual leave per year have the following options:

1. One (1) selection during the choice vacation period of fifteen (15) continuous workdays, or
2. Two (2) selections in units of five (5) or ten (10) continuous workdays **with the total not to exceed fifteen (15) total workdays.**

3. Additional circulations of the choice leave sign-up will be by seniority in one week increments as per item 12.

**ITEM 8: Whether jury duty and attendance at National or State Conventions shall be charged to the choice vacation period**

Jury duty and attendance at State/National conventions will not be considered a choice in the choice vacation period.

**ITEM 9: Determination of the maximum number of employees who shall receive leave each week during the choice vacation period**

14% of the employees in each section will be allowed annual leave during choice leave selection, except in an installation with fewer than four employees, then one (1) will be allowed leave during the choice leave selections. When the 14% factor is applied to a section and the result is fractional, the fraction will be rounded up if .5 or above and dropped if below .5.

**ITEM 10: The issuance of official notices to each employee of their approved vacation schedule**

1. Leave rosters will be completed no later than January 31st for choice selections, and the supervisor will sign, date, and post the roster on the APWU bulletin board as the official notice to each employee of their approved choice vacation schedule.

**ITEM 11: Determination of the date and means of notifying employees of the beginning of the new leave year**

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

**ITEM 12: The procedures for submission of applications for annual leave during other than choice vacation period**

Clerk craft

Leave selections other than the choice vacation period shall be defined as the period of January 1 through the last full week of November after employees have selected their choice leave as determined by their leave category set forth in Article 10, Section 3 of the Collective Bargaining Agreement.

Employees may apply for incidental leave by submitting hand to hand a completed Form 3971 to their immediate supervisor with the date and time received in hand by the supervisor noted on Form 3971.

Unscheduled leave in increments of weeks or days shall be granted up to the leave capacity used for vacation planning purposes (leave which was not requested during the choice vacation planning period). Approval will be on a first come, first served basis.

This leave may not be applied for more than sixty (60) days in advance of the day(s) requested, nor later than the day before the posting of the schedule of the service week that the requested leave falls within. Leave applied for a week or more in advance shall be approved or disapproved within at least three (3) calendar days from the date of receipt of the request or the leave shall be granted.

THE APWU is not in agreement with the following sentence in italics.

*All annual leave, military leave, and long-term sick leave in excess of five days, where it can be reasonably projected that such employee(s) will not be available to work will be included in the leave plan. \*\*\** Leave shall not be denied on the speculation that sick leave might be required.

Leave requests made during an employee’s regular tour of duty for the same service day/week will be approved or disapproved as soon as is practicable, at the supervisor’s discretion.

Motor Vehicle craft – Choice vacation selections will be by seniority. Applications for non-choice period selections will be submitted to the supervisor or their designee, hand to hand, on Form 3971 with the date and time received in hand by the supervisor noted on Form 3971. Approved leave will be granted on a first come, first served basis.

**M 13: The method of selecting employees to work on a holiday**

1. The following procedure should be followed in selecting employees to work on a designated holiday:
2. All designated holiday volunteers **on a rotating with necessary skills**
3. All non-scheduled regular volunteers
4. **Postal Support Employees**
5. All remaining non-scheduled regulars by inverse seniority
6. Any remaining designated holiday regulars by inverse seniority on a rotating basis with necessary skills
7. When scheduling holiday work by juniority, a holiday falling on the workday immediately preceding scheduled annual leave will not exempt the employee from being scheduled on his/her holiday.
8. When scheduling holidays for maintenance, volunteers will be selected on a rotating seniority basis.
9. Holiday volunteer lists shall be posted at least two weeks prior to the actual holiday. These lists shall be removed no later than the Monday preceding the posting of the holiday work schedule.

**ITEM 14: Whether “Overtime Desired” lists in Article 8 shall be by section and/or tour**

Overtime desired lists shall be established by section and/or tour as defined below:

 Azalea station – Clerks

Main Post Office – Clerks

Southeast Crossing – Clerks

South Tyler Annex – Clerks

Vehicle Maintenance Facility – All motor vehicle craft employees combined

Maintenance – Overtime desired lists shall be established by section and

tour. The sections will be by occupational group and level and principal

assignment area.

Employees shall normally be given one hour advance notice when overtime is scheduled except in an emergency. Employees will be allowed to use the telephone to make necessary arrangements when remaining past the end of tour for overtime work.

Overtime desired lists will have the following options for employees to choose:

1. Employee desires to work 10 hours
2. Employee desires to work 12 hours
3. Employee desires to work their non-scheduled day

Relief from overtime will be in accordance with Article 8 of the Collective Bargaining Agreement.

**ITEM 15: The number of light duty assignments within each craft or occupational group to be reserved for temporary or permanent light duty assignments**

No set number of light duty assignments will be reserved. Temporary or permanent light duty assignments will be granted according to the Collective Bargaining Agreement and the Employee and Labor Relations Manual (ELM).

**ITEM 16: The method to be used in reserving light duty assignments so that no regularly assigned member of the regular work force will be adversely affected**

1. A temporarily ill or injured employee will be given as assignment in their own craft that they can effectively perform. If this is not possible, management will consult with the gaining craft steward prior to assignment.
2. Any cross-craft assignment to the clerk craft will not be made to the detriment of the clerk employees. No clerical schedules will be changed to accommodate a light duty assignment from another craft. Prior to any cross-craft assignment, management will provide written notice to the Local APWU President.

**ITEM 17: The identification of assignments that are to be considered light duty assignments within each craft represented in the office**

No specific duties or assignments will be designated as light duty assignments. Each request for light duty will be on its merits in accordance with pertinent provisions of the National Agreement. 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 on the duties an employee may perform must be one of the guidelines in placing the employee in a light duty assignment.

**ITEM 18: The identification of assignment comprising a section, when it is proposed to reassign within an installation employees excessed to the needs of a section**

Main Post Office

 Clerks with accountability

 Clerks without accountability

 Clerk Steno

 Bulk Mail Acceptance Unit

Azalea Station

 Clerks with accountability

 Clerks without accountability

Southeast Crossing and South Tyler Annex

 Clerks

Motor Vehicle Craft

 According to Article 12 of the Collective Bargaining Agreement.

Maintenance Craft

 According to Article 38 of the Collective Bargaining Agreement; by occupational group, level, and principal assignment area

**ITEM 19: The assignment of employee’s parking spaces**

1. Employee parking places shall be on a first come, first served basis.
2. Reserved parking places are as follows:
3. Postmaster – 2 spaces
4. Supervisor and Managers – 5 spaces
5. Additional reserved spaces negotiated locally with the Union as needed.
6. Postal and Government vehicles as needed.
7. Parking will be reviewed at all units annually.

**ITEM 20: The determination as to whether annual leave to attend Union activities requested prior to determination of choice vacation schedule is to be part of the total choice vacation plan**

Annual leave to attend Union activities in addition to the provisions in item 8 will not be charged as choice vacation leave.

**ITEM 21: Those other items which are subject to local negotiations as provided in the craft provisions of this Agreement**

Clerk Craft – Article 37

Section 2.C. – An updated seniority list will be issued quarterly to the Union or as needed due to changes.

Section 3.A.4 – The following changes will cause a duty assignment to be reposted:

1. More than one (1) hour change in begin tour of the duty assignment
2. If one scheme is added or removed
3. Any change in work assignment location
4. If a required skill is added to or removed from a bid by a local decision
5. When it is necessary to change the time of a duty assignment one (1) hour or less, the incumbent shall have the option of accepting the new reporting time. If he/she does not accept the new time, the assignment will be reposted (in accordance with Article 37 Section 3.A.4.d.)

Section 3.A.5 – A change in starting time which exceeds two (2) hours shall cause an assignment to be reposted.

Section 3.F.2 – In accordance with the Collective Bargaining Agreement

Section 3.F.4.C. – Normally, the employee will begin the required training within ten (10) days after the posting of the senior bidder, excluding December. Once he/she enters into training, the employee shall adhere to the guidelines set forth in Article 37 Section 3.F.4.C.

***Furnish the Tyler Area Local, American Postal Workers Union, for Clerk Craft and Maintenance Craft, a copy of all job postings at the time of posting and copy of all notices of awards.***

Section 2.A.8 – All motor vehicle craft jobs will be posted for bid once each calendar year. Postings shall be within ten (10) das of the first of October of each year. All jobs will be posted individually as vacancies occur.

**ITEM 22: Local implementation of this agreement relating to seniority, reassignments, and positions**

1. The Maintenance craft installation seniority will be the determining factor when selecting employees for vacation, holiday, and overtime scheduling.

Posting –Telephonic bidding and/or Form 1717 will be available to employees to use to bid on assignments. All vacant positions will be posted for bid within the unit, when any employee in the unit is eligible to bid on the vacant position(s). When computerized bidding is available to all employees in a facility, telephone and computerized bidding is mandatory.