

LOCAL MEMORANDUM OF UNDERSTANDING

Between

United States Postal Service

And

San Antonio Alamo Area Local #195

American Postal Workers Union,

AFL-CIO

SAN ANTONIO, TEXAS

September 21, 2021 to September 20, 2024

TABLE OF CONTENTS

Subject	Page
Article 1 Union Recognition	3
Article 8 Hours of Work	3
Article 10 Leave	5
Article 11 Holidays	11
Article 12 Principles of Seniority, Posting and Reassignments	12
Article 13 Assignment of III or Injured Regular Workforce Employees	18
Article 14 Safety and Health	19
Article 17 Representation	20
Article 20 Parking Article	20
Article 38 Maintenance Craft	20
Article 39 Motor Vehicle Craft	21
Article 43 Separability and Duration	22
Memorandum of Understanding Labor/Management Committee Meetings	25
Memorandum of Understanding Motor Vehicle Service	26

PREAMBLE

This agreement (referred to as the **2021** Local Memorandum of Understanding) is entered into by and between the United States Postal Service (hereinafter referred to as the "Employer") and the American Postal Workers Union, San Antonio Alamo Area Local 195, AFL-CIO (hereinafter referred to as the "Union"). The agreement is effective as of **September 21, 2021**, unless otherwise provided.

-ARTICLE 1- UNION RECOGNITION

This memorandum of Understanding covers all employees of the Postal Service represented by the San Antonio Alamo Area Local (APWU). Presently these are in **Batesville***, **Beeville***, **Boerne***, **Campbellton***, **Canyon Lake***, **Center Point***, **Converse***, **Del Rio***, **Dilley***, **Floresville***, **Geronimo***, **Helotes***, **Hondo***, **Ingram***, **Jourdanton***, **Kendalia***, **Kenedy***, **Kerrville***, **LaCoste***, **La Vernia***, **Mountain Home***, **New Braunfels***, **Normana***, **Pawnee***, **Pearsall***, **Pettus***, **Pleasanton***, **Saint Hedwig***, **San Antonio**, **Schertz***, **Seguin***, **Spring Branch***, **Tuleta***, **Universal City*** **Uvalde*** and **Yancy*** Texas Post Office installations.

The union agrees to notify the employer of any Merged Post Office locals merging with the San Antonio Alamo Area Local. Any article or provision herein which lists an asterisk (*) will not apply to any Merged Post Office.

-ARTICLE 8- HOURS OF WORK

(1) The overtime desired list shall consist of **a column for 2 hours** daily overtime volunteers and **a column for 4 hours** daily overtime volunteers and **a column for 8 hours** Scheduled Day Off (SDO) overtime volunteers.

When during the quarter the need for overtime arises, regular full time employees occupying traditional and non-traditional duty assignments having listed their names, on the overtime desired list will be selected in order of their **Installation** seniority **by craft** on a rotating basis. It is further agreed that the rotation by qualified skills, shall be maintained as follows:

(a) V- 2

(b) V- 4

(c) V- 8 (SDO)

(d) Quarterly basis for Overtime Desired List shall be defined as follows:

Quarter 1 - January through March

Quarter 2 - April through June

Quarter 3 - July through September

Quarter 4 - October through December

- (e) Full Time Regular employees request in writing within 10 days will retain their volunteer status on the Overtime Desired List when changing section/tours.
 - (f) When a non-career or part-time flexible employee is converted to full- time career status, the employee will be provided with an opportunity to place his/her name on the Overtime Desired List in the section of the career assignment within ten (10) days of the effective date.
- (2) Quarterly Overtime Desired Lists shall be established by section and tours. Sections shall be defined as in Article 10, LMOU, and tours shall be defined as in Article 12, Section III, (2), LMOU.
- (a) In the Maintenance craft, for the purpose of leave, Custodians Level 4 and Level 5 will be considered the same occupational group and level. For the purpose of overtime, custodians Level 4 and 5 will be considered the same occupational group and level "unless scrubbing, waxing and polishing floors is required." (The latter requires level four and five).
 - (b) In Vehicle Maintenance, quarterly overtime desired lists shall be established by section and tour. Sections shall be defined by Occupation Group; and tours shall be defined as in Article 12, section III. (2).
 - (c) In Motor Vehicle Service, quarterly overtime desired list shall be established by section and tours. Sections shall be defined as:
 - Vehicle Operators and Tractor-Trailer Operators, Tour 1
 - Vehicle Operators and Tractor-Trailer Operators, Tour 2
 - Vehicle Operators and Tractor-Trailer Operators, Tour 3
- (3) The employer agrees to provide at least one hour advance notice to the employee who works overtime at the end of the normal tour of duty. Allowances will be made when emergencies develop within the last hour of an employee's tour. Each employee, at his request, will be allowed to make a telephone call.
- (4) The employer agrees to post all changes of work schedules not later than the employees' scheduled end tour of Wednesday preceding the scheduled work week.
- (5) Motor Vehicle Operations shall have fixed schedules. Excluding flexible regular full time motor vehicle operators and part-time flexible motor vehicle operators, motor vehicle operators shall have fixed off days. All efforts will be made to make off-days consecutive prior to the establishment of any new split days off assignment, the union will be allowed to review these runs prior to implementation.
- (6) The employer agrees that all employees are entitled to a two-minute period in the washroom preceding the lunch breaks and another two-minute period in the wash-room preceding the end of

all tours. Employees performing maintenance or unusual dirty work will be afforded additional time as necessary.

-ARTICLE 10- LEAVE

The employer agrees to the formulation of a leave program within the local installation and shall be subject to negotiations and consultation with the union and shall be within the following framework:

(1) Vacations shall be granted on the basis of **Installation** seniority **by craft** within each section as defined below:

The granting of annual leave will be by tours, sections and scheme assignments. (Note: In the manual operations annual leave shall be granted, based on percentage negotiated, up to a maximum of five (5) employees at any one time for that section).

Clerk Craft

Tour 1 Auto Letters T1
Tour 2 Auto Letters T2
Tour 3 Auto Letters T3

Tour 1 Flats, 100's T1
Tour 2 Flats, 100's T2
Tour 3 Flats, 100's T3

Tour 1 SPBS Mech T1 (Annex)
Tour 2 SPBS Mech T2 (Annex)
Tour 3 SPBS Mech T3 (Annex)

Tour 1 SPBS Mech T1 (Plant)
Tour 2 SPBS Mech T2 (Plant)
Tour 3 SPBS Mech T3 (Plant)

Tour 1 Man Ops T1 (Priority Annex manual jobs)
Tour 2 Man Ops T2 (Priority Annex manual jobs)
Tour 3 Man Ops T3 (Priority Annex manual jobs)

Tour 1 Ramp Clerks T1
Tour 2 Ramp Clerks T2
Tour 3 Ramp Clerks T3

Tour 1 RBUS T1
Tour 2 RBUS T2
Tour 3 RBUS T3

Tour 1 Man Dist Ltrs T1
Tour 2 Man Dist Ltrs T2
Tour 3 Man Dist Ltrs T3

Tour 1 Box Section T1
Tour 2 Box Section T2
Tour 3 Box Section T3

Tour 1 Registry T1
Tour 2 Registry T2
Tour 3 Registry T3

Tour 1 Express Mail Service Clerks T1
Tour 2 Express Mail Service Clerks T2
Tour 3 Express Mail Service Clerks T3

Tour 1 Expeditors T1
Tour 2 Expeditors T2
Tour 3 Expeditors T3
Tour 1 Man Flats T1
Tour 2 Man Flats T2
Tour 3 Man Flats T3

Tour 1 Man Scheme Dist T1 (letters and flats) will be reviewed by both parties when movement of positions occur.

Note: The parties agree to review all incoming mail processing equipment to determine the appropriate assignment to a section.

Retail Pool & Relief.

GMF Retail Services.

EACH STATION

Except:

Arsenal and Downtown – One Section

AMF Station 78246, Tour II, AMF Retail Services, Box
Section & Delivery Unit 78216 - One Section.

AMF Station 78246, Tour II Retail Services, Box Section,
Delivery Unit **and Distribution 78216 – One Section**

AMF Station 78246, Tour III, Retail Services

Northeast Carrier Annex – One Section

Serna, Alamo Heights, Ft. Sam Houston and Wainwright – One Section

Tejeda and Harlandale – One Section

Valley Hi and Lackland – One Section

Address Management Services (AMS)

Customer Service Operations

City Collections

Customer Relations

Expedited Services

Tour II Business Mail Entry Unit

Tour III Business Mail Entry Unit

Mailing Requirements

Consumer Affairs/Claims

Accounting Services

Tour I TACS Control Office

Tour II TACS Control Office

Tour III TACS Control Office

Statistical Programs (Data Collection Technicians)

Human Resources

Information Systems

Administrative Services

Operation Programs Support

Post Office Operations Alamo

Southern Area Sales

Any new Administrative position created in Customer Services will be placed under the appropriate operation listed above.

Each Associate Office/Merged Post Office

Except:

Boerne Main Office & Delivery Annex – One Section

Del Rio Main Office & Pecan Station – One Section

Universal City Main Office & Randolph AFB – One Section

Tour I Unencumbered Regulars

Tour II Unencumbered Regulars

Tour III Unencumbered Regulars

Maintenance Craft

Occupational Groups and Levels as defined below:

Tour I

- a. Mail Processing Equipment (ET/MPE/MM)
- b. Building Services Plant
- c. Building Services Stations and Branches/Priority Annex
- d. Building and Building Equipment Maintenance
- e. Maintenance Operations Support

Tour II

- a. Mail Processing Equipment (ET/MPE/MM)
- b. Building Services Plant
- c. Building Services Stations and Branches/Priority Annex
- d. Building and Building Equipment Maintenance Plant
- e. Field Maintenance
- f. Building and Building Equipment Maintenance Stations and Branches
- g. Maintenance Operations support

Tour III

- a. Mail Processing Equipment (ET/MPE/MM)
- b. Building Services Plant
- c. Building Services Stations and Branches/Priority Annex
- d. Building and Building Equipment Maintenance
- e. Maintenance Operations support Building Services at each Associate/Merged Office

Building Services at each Associate/Merge Office

(2) New sections or changes in the above listed sections shall be created by mutual agreement between the Employer and the Union. The Employer will provide the Union with thirty (30) days advance written notice of any new sections or changes in the list including management's assignment proposals. Within fifteen (15) days following receipt of notice, the Employer will call a special Labor Management Committee Meeting to discuss the Union input. Any disagreements will be subject to the grievance- arbitration procedure.

(3) The choice vacation period shall be from January 1 through November 30 and December 26 through December 31 of the leave year providing the employee has sufficient annual leave.

(4) The Employer shall publicize on bulletin boards by November 1, the beginning date of the new leave year. Sign up and application for choice vacation periods shall commence by November 8 on PS Form 3971, and shall be completed by December 15.

- a. The assigned vacation shall be posted on each section bulletin board not later than December 31 of each year.
- b. To assure that no employee is required to forfeit any part of their annual leave, any annual leave in excess of the maximum carryover not scheduled by the employee prior to August 1, of the current leave year, will be scheduled by the employer. This leave will be scheduled and taken prior to December 1, of the current leave year.

(5) Employees' will be allowed twenty-four (24) hours to state a vacation preference from the time of initial contact with the unit supervisor. If the employee fails to notify the unit supervisor within the allotted time stated above, the employee shall be bypassed. An employee who is bypassed under this provision shall be given another opportunity after the remaining employees in the unit have stated their preference.

Those employees on leave during the choice vacation periods sign up must contact the supervisor or be bypassed.

(6) If an employee requests a starting date other than Saturday, it will be granted as long as this date is in conjunction with the day prior to or after the employees' day off.

(7) The employer agrees that 13.7%* of the authorized workforce at sign up time will be authorized annual leave each week from January to November 30 of the leave year. Additionally, the employer agrees that 14%* of the authorized workforce at sign up time will be authorized annual leave for the period of December 26 through December 31 of the leave year. Based on the applicable percentage, any figure past .5 (1/2) will be rounded out to the nearest whole number. The employer further agrees that sections having less than ten (10) authorized positions will be authorized a minimum of one employee on leave during the choice vacation period.

(8) All career employees will select either 5, 10, or 15 successive working days as appropriate for his/her leave choice during each of their two choice vacation selections.

(9) All career employees will be given two (2), vacation periods within the choice vacation period, with the following exception: No employee will be allowed two choice vacation periods during the months of March, April, June, July and August until all employees in the section have been polled and afforded an opportunity for choice vacation period within these five (5) months.

(10) Postal Support Employees (PSEs) will select 5, 10 successive working days for his/her leave choice. PSE's will be polled after all career employees have completed their vacation choices in the section they are assigned.

(11) Employees ordered for military, court/jury during their selected vacation period will be eligible for another selection provided this does not deprive another employee of his/her first choice for scheduled vacation.

(12) Any elected delegate who attends a National or State Convention during their choice vacation period will be eligible for another selection provided this does not deprive another employee of his/her first choice for scheduled vacation.

(13) The employer agrees to grant recurring leave to union officials to attend National and State Conventions. Request for leave to attend such conventions shall be made as far in advance as possible, but not less than ten (10) days in advance.

- a. With regard to other official union business or activities, including but not limited to seminars, training, meetings, etc. The employer will make every reasonable effort to grant leave requested, in advance by the employee or a designated union official provided the local union president submits a written request to the Senior Labor Relations Specialist at least 10 days in advance identifying the union official for whom the leave is requested, and specifying the nature of the official union business necessitating the leave. The postmarked envelope will determine when the 10 day advance notice period starts.
- b. Request for leave and/or change of schedule by an employee to attend such functions should not be unreasonably denied.
- c. During periods of time that the General President of the union is on vacation, a union official will be granted leave to act in his/her place provided that a request for leave for such official, identifying the union official for whom leave is requested, is submitted in writing to the Postmaster at least thirty (30) days in advance.

(14) Annual leave for either birthday or wedding anniversary will be applied for at the time of choice period sign up. Application of this leave will be submitted on PS Form 3971 with suitable documentation, excluding December 1 through December 25.

(15) The employer agrees to meet, if necessary, with the union during December to determine unscheduled leave that may be granted on the eves of Christmas and New Years.

(16) The employer agrees that the following policy and procedures will be utilized in submitting and approving/disapproving applications for employees' remaining leave as provided for in Article 10, Section 3, paragraph D.4 of the current National Agreement.

- a. Such Leave will be granted on a first come, first serve basis.
- b. The employer will approve or disapprove the application for leave within a reasonable period of time. The employer will make every reasonable effort to approve or disapprove the employees' request before the end of the employees' tour on the date submitted provided the

employee submitted the request personally to the employees' immediate supervisor. If the request is disapproved, the employees' supervisor shall annotate the reasons for disapproval on the PS Form 3971 and sign the form in the appropriate block and return the form to the employee.

(17) The employer agrees to grant emergency leave without regard to the needs of the service, provided the employee gives whatever advance written or verbal notice that is humanly possible.

a. The determination of an "emergency" will be made by the employer after reviewing all facts, statements, and documentation presented by the employee.

(18) Merged Post Offices will be authorized a minimum of 12% annual leave each week during the vacation period. Merged Post Offices are considered one section / one tour for purposes of vacation planning. Upon implementation of technological changes causing an increase in the clerk complement, new sections or changes may be created or changed by either party. Procedures to create or change are outlined in Article 10.2 of the current Local Memorandum of Understanding.

-ARTICLE 11- HOLIDAYS

(1) The employer agrees that after the required number of assignments have been determined, the method of selecting full time regular employees to work on holidays or designated holidays shall be on a voluntary basis.

(2) **Installation** seniority by **craft**, section and tour shall prevail.

(3) Schedules for the holiday will be posted separately and not in conjunction with overtime assignments.

(4) Schedules for Tour 1 employees for Holiday purposes will be posted no later than 0700 AM on Tuesday preceding the service week in which the holidays fall.

(5) The assignment of employees for holiday work shall be as follows:

a. Full-Time and Part-Time Regular Volunteers – who possess the necessary skills and have volunteered to work on the holiday or their designated holiday.

b. Postal Support Employees (PSEs) – even if overtime is necessary providing such work is consistent with the Collective Bargaining Agreement.

c. Holiday Clerk Assistants (HCAs)

d. Part-Time Flexible Employees – even if overtime is necessary.

e. Full-Time and Part-Time Regular Volunteers – All regular volunteer employees whose scheduled non-work day falls on the holiday and possess the necessary skills and have volunteered to work even though the payment of overtime is required, providing such work would not be in violation of Article 8, Section 5F (2nd nonscheduled day) of the National Agreement.

f. Full-Time and Part-Time Regular Employees who have not volunteered to work their non-scheduled day by juniority provided such work would not be in violation of Article 8, Section 5F (2nd non- scheduled day) of the National Agreement.

g. Full-time and Part-Time Regular Employees who have not volunteered to work on the holiday or their designated holiday, by juniority.

**-ARTICLE 12-
PRINCIPLES OF SENIORITY,
POSTING AND REASSIGNMENTS**

Section I- Seniority

(1) The employer shall post the appropriate craft seniority rosters at the Plant, all classified stations and branches, Merged Post Offices, VMF, Auxiliary garage, Maintenance, AMF and Priority Mail Facility, of the San Antonio Post Office. Human Resources shall furnish one copy of an updated seniority list to the APWU Alamo Area Branch on the following months: March, July and November. At the Merged Post Offices, the Postmaster shall furnish one copy of the updated seniority list to the APWU, Alamo Area Branch on the following months, January and July. Such rosters will include:

- a. Employees' full name
- b. Employees I.D.
- c. Employee's craft seniority day
- d. All pages of seniority rosters will be dated
- e. All craft rosters shall be limited to two (2) separate rosters, one (1) for full-time craft employees and one(1) for part-time employees.
- f. Motor Vehicle Craft- Service Seniority & Seniority for preferred assignment.
- g. Maintenance- Service Seniority & Seniority for preferred assignment.

(2) At the Merged Post Offices, management will publish and post the Clerk Craft seniority rosters on an annual basis. The Installation Head shall furnish one copy of the updated seniority roster to the steward.

Section II- Posting of Positions

(1) The employer agrees that when the principle duties and responsibilities of a position change more than 50%, the position will be posted for bid. When it is not easily determined as to what constitutes 50% of the duties regularly assigned, this will be decided by consultation between management and the union.

(a) In the Clerk Craft, when the title Sales and Service Associate is removed or added to an occupied position, the position will be reposted.

(2) Clerk Craft-No position will be reposted when the change in starting time does not exceed one and a half hours (1 1/2). The change becomes permanent and may not be changed again without rebidding the job.

(3) The employer agrees that the posting notice shall remain posted for ten (10) calendar days, and if the posting is to be withdrawn for any reason, that the Union be informed as to the specific reasons for the withdrawal.

(4) The employer agrees that within ten (10) days after the closing date of the posting notice, excluding December, the employer shall post a notice stating the successful bidder, the appropriate seniority date, and the effective date of award. If craft-crossing is involved, and there is a change in position title or level, the notice of award will show the new craft seniority date of the successful bidder.

(5) The employer agrees that the successful bidder shall be placed in the new position within twenty-one (21) days after the award has been posted, except during the month of December. (Excluding Motor Vehicle Craft).

(6) The employer agrees that whenever an employee has been declared the senior unsuccessful bidder for the fifth time as per the National Agreement, that a notation will be placed next to the employees' name indicating his last job award for the duration of the current contract.

(7) The employer agrees that all bids on which an employee is eligible to submit a bid be submitted on PS Form 1717/1717A, ELR 82-1, or any officially designated PS Form which is provided for bidding purposes. At the Merged Post Offices, the employee will submit the bid form to the Postmaster/ immediate supervisor. At stations and branches, a pouch/container will be dispatched/processed to the Personnel Office.

(8) The employer agrees that the union office will be mailed two (2) copies and the GMF Shop Steward's Room will be provided one (1) copy of all numbered postings published. The area representative of the local shall be notified prior to posting of new jobs or reposting of current jobs in the Merged Post Offices.

Section III- Reassignments

(1)The employer further agrees to the following: When it becomes necessary to reassign an employee within the installation of employees excess to the needs of a section, sections shall be defined as follows:

Clerk Craft:

Tour 1 Auto Letters T1
Tour 2 Auto Letters T2
Tour 3 Auto Letters T3

Tour 1 Flats, 100's T1
Tour 2 Flats, 100's T2
Tour 3 Flats, 100's T3

Tour 1 SPBS Mech T1 (Annex)
Tour 2 SPBS Mech T2 (Annex)
Tour 3 SPBS Mech T3 (Annex)

Tour 1 SPBS Mech T1 (Plant)
Tour 2 SPBS Mech T2 (Plant)
Tour 3 SPBS Mech T3 (Plant)

Tour 1 Man Ops T1 (Priority Annex manual jobs)
Tour 2 Man Ops T2 (Priority Annex manual jobs)
Tour 3 Man Ops T3 (Priority Annex manual jobs)

Tour 1 Ramp Clerks T1
Tour 2 Ramp Clerks T2
Tour 3 Ramp Clerks T3

Tour 1 RBUS T1
Tour 2 RBUS T2
Tour 3 RBUS T3

Tour 1 Man Dist Ltrs T1
Tour 2 Man Dist Ltrs T2
Tour 3 Man Dist Ltrs T3

Tour 1 Box Section T1
Tour 2 Box Section T2
Tour 3 Box Section T3

Tour 1 Registry T1
Tour 2 Registry T2
Tour 3 Registry T3

Tour 1 Express Mail Service Clerks T1
Tour 2 Express Mail Service Clerks T2
Tour 3 Express Mail Service Clerks T3

Tour 1 Expeditors T1
Tour 2 Expeditors T2
Tour 3 Expeditors T3

Tour 1 Man Flats T1
Tour 2 Man Flats T2
Tour 3 Man Flats T3

Tour I Unencumbered Regulars
Tour II Unencumbered Regulars
Tour III Unencumbered Regulars

Retail Pool & Relief.
GMF Retail Services.

EACH STATION

Except:

Arsenal and Downtown – One Section

AMF Station 78246, Tour II, AMF Retail Services, Box Section & Delivery Unit 78216 & **Distribution** – One Section.

AMF Station 78246, Tour III, Retail Services

Northeast Carrier Annex – One Section

Serna, Alamo Heights, Ft. Sam Houston, Wainwright – One Section

Tejeda and Harlandale – One Section

Valley Hi and Lackland– One Section

Address Management Services (AMS)

Customer Service Operations

City Collections

Customer Relations

Expedited Services

Tour II Business Mail Entry Unit

Tour III Business Mail Entry Unit
Mailing Requirements

Consumer Affairs/Claims

Accounting Services

Tour I TACS Control Office
Tour II TACS Control Office
Tour III TACS Control Office

Statistical Programs (Data Collection Technicians)

Human Resources
Information Systems
Administrative Services
Operation Programs Support
Post Office Operations Alamo
Southern Area Sales

Any new Administrative position created in Customer Services will be placed under the appropriate operation listed above.

Each Associate Office/Merged Post Office

Except:

Boerne Main Office & Delivery Annex – One Section
Del Rio Main Office & Pecan Station – One Section
Universal City Main Office & Randolph AFB – One Section

Tour I Unencumbered Regulars
Tour II Unencumbered Regulars
Tour III Unencumbered Regulars

Maintenance Craft

Occupational Groups and Levels as defined below:

Tour I
(a) Mail Processing Equipment (ET/MPE/MM)
(b) Building Services Plant
(c) Building Services Stations and Branches/Priority Annex
(d) Building and Building Equipment Maintenance
(e) Maintenance Operations Support

Tour II

- (a) Mail Processing Equipment (ET/MPE/MM)
- (b) Building Services Plant
- (c) Building Services Stations and Branches/Priority Annex
- (d) Building and Building Equipment Maintenance Plant
- (e) Field Maintenance
- (f) Building and Building Equipment Maintenance Stations and Branches
- (g) Maintenance Operations support

Tour III

- (a) Mail Processing Equipment (ET/MPE/MM)
- (b) Building Services Plant
- (c) Building Services Stations and Branches/Priority Annex
- (d) Building and Building Equipment Maintenance
- (e) Maintenance Operations Support

Building Services at each Associate/Merged Office

Motor Vehicle Craft

Vehicle Maintenance by Position Designation (determined by occupation code and level and service seniority.)

- a. Vehicle Maintenance--Analyst
- b. Automotive Mechanics
- c. Automotive Painter
- d. Junior Mechanic
- e. Body & Fender Repairman
- f. Garagemen
- g. Storekeeper
- h. General Clerks VMF
- i. Administrative Clerk, VMF
- j. Tool & Parts Clerk
- k. Lead Auto Mechanic

Vehicle Operations

- a. Office Clerk -Vehicle Operations and Clerk-Vehicle Dispatching
- b. Motor Vehicle Operators; Tractor-Trailer Operators (combine tours for overtime)
- c. Driver Instructor & Examiner

*(2) The employer agrees that in determining a tour, it shall be in accordance with the following, except when changed by a higher authority.

- a. Tour I are bid assignments performed primarily between the hours of 2300 -0700.

- b. Tour II are bid assignments performed primarily between the hours of 0700 -1500.
- c. Tour III are bid assignments performed primarily between the hours of 1500 -2300.
- d. In the event that the hours are distributed evenly between tours, then the starting time shall determine the tour.
- e. This provision does not apply to Merged Post Offices.

In most cases, stations and branches are considered Tour II

**-ARTICLE 13-
ASSIGNMENT OF ILL OR INJURED
REGULAR WORKFORCE EMPLOYEES**

The definition of light duty assignment shall be defined in purpose and scope as in Article 13 of the National Agreement. When it is not easily determined as to what constitutes light duty assignment, it will be decided by consultation between the Employer and the Union.

(1) Each request for light duty will be considered 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 where he/she can perform, with due consideration given to the nature of the illness or injury and the availability of such duties. A doctors certificate specifying the limitation on the duties (including the duration) an employee may perform must be one of the guidelines in placing the employee in a light duty assignment.

(2) Light duty at classified Stations, Branches and Merged Post Offices shall be restricted to the domiciled employees to the extent practicable.

(3) The employer agrees to reserve Light Duty Assignments within the following crafts:

- 1. Clerk Craft
- 2. Maintenance Craft
- 3. Motor Vehicle Craft

(a.) In all crafts the first consideration for light duty assignments shall be that of the employees normal assignment or duties available in the section.

(b.) In all crafts, when an employee's assignment cannot be modified to meet his/her light duty limitations, the next consideration for light duty will be as follows:

- Plant
- Tour I
- Tour II
- Tour III
- Stations and Branches

Maintenance
Motor Vehicle

(4) The employees' written request for light duty shall be submitted to his/her Functional Manager (i.e.; Postmaster, Station Manager, MDO) who will process to appropriate management channels. The employee and the union shall be notified of the approval/disapproval of the light duty request as soon as possible in writing.

- a. In the event the request cannot be accommodated at the Plant, the MDO will meet with the Chief Steward to further continue attempts to accommodate the light duty request.
- b. At the stations and branches the appropriate manager will meet with the area chief steward.
- c. At the Associate Offices/Merged Post Offices the Postmaster will meet with the Steward, if one does not exist then the Postmaster will meet with the Area Representative.
- d. In the Motor Vehicle and Maintenance crafts, the appropriate manager will meet with the Craft Director.

(5) Definitions of Light Duty.

- a. Temporary Light Duty-Normally less than one year.
- b. Permanent Light Duty-As defined in Article 13 of the National Agreement.

(6) The employer will notify the appropriate Craft Director whenever a permanent light duty assignment is made.

(7) Every effort must be made to provide work within the employee's own craft, but when light duty assignments require the crossing of craft lines the steward of the receiving section shall be advised. If the section does not have a steward then the chief steward shall be advised. In Motor Vehicle and Maintenance crafts, the Craft Directors will be advised.

-ARTICLE 14-
SAFETY AND HEALTH

(1) The decision for the curtailment or termination of Postal operations to conform to the orders of local authorities, or as local conditions warrant because of emergency conditions, shall be made by the Installation Head. The Installation Head shall also determine the utilization of the work force with specific emphasis on the preservation of the health and welfare of the employees at the San Antonio GMF and all stations and branches.

(2) In the Merged Post Offices identified under Article I, the decision for the curtailment or termination of Postal Operations to conform to the order of local authorities shall be made by the Postmaster(s) at their respective office(s).

**-ARTICLE 17-
REPRESENTATION**

(1) The employer agrees that at least five (5) duly elected union officials will be granted extended leave without pay from their U.S. Postal employment (to pursue full-time local union duties for the term of their elected office. Upon termination as a duly elected union official for any reason, except conviction of a felony, the employer agrees to return this individual to his or her postal status in their original craft without loss of pay or seniority in accordance with the current laws and regulations.

**-ARTICLE 20-
PARKING**

(1) Parking spaces which the installation head determines are available in excess of the needs of the Plant, stations, branches and Merged Post Offices shall be used on a first come, first serve basis, for postal employees only. The union will be notified when changes are made to this policy.

- *a. The employer agrees to reserve three (3) parking spaces designated for the APWU. The parking spaces will be located:
 - 1. Next to the supervisor's parking lot in the corner of employees parking area.
 - 2. In front of the Human Resources Annex.
 - 3. Next to supervisor's administrative north parking.
- b. These parking spaces will be utilized at the discretion of the Union President on a 24-hour, 7 day a week basis.
- c. Eight (8) parking spaces at the GMF shall be provided for the handicapped employees temporarily incapable of walking long distances. The Plant Manager or his designee will assign the parking spaces to those individuals designated as handicapped as determined by the Postmaster or his designee. Authorization must be obtained prior to utilization of the designated parking spaces. The eight (8) designated parking spaces for handicapped employees will be so indicated.
- d. The designated area for motorcycle and bicycle parking shall be located in front of the employee's main entrance at the San Antonio P & DC only.

**-ARTICLE 38-
MAINTENANCE CRAFT**

1). In the Maintenance Craft, Installation seniority shall be used for:

- a). Overtime Rotation
- b). Choice Vacation Selection
- c). Holiday Scheduling

2). Management shall provide copies of the following information to the Maintenance Craft Directors as they are updated and/or posted:

- a). Notice of Intent
- b). Weekly Work Schedules
- c). Overtime Desired List
- d). Preferred Assignment Register
- e). Promotion Eligibility Register
- f). Maintenance Employee Seniority Listing

**-ARTICLE 39-
MOTOR VEHICLE CRAFT**

(1) Posting and bidding for preferred duty assignments shall be craft-wide without exception.

- a. All new and vacant motor vehicle craft employees positions will be initially posted exclusively within the motor vehicle craft on a craft-wide basis.
- b. Senior qualified part-time motor vehicle craft employees shall be awarded new or vacant motor vehicle positions before posting these positions office wide.
- c. Motor Vehicle craft- No assignment will be reposted when the change in starting time does not exceed one and a half hours (1 1/2). The change becomes permanent and may not be changed again without rebidding the job. If it becomes necessary to post an assignment due to change of starting time, the incumbent will be given the choice to accept or decline the change.

(2)

- a. When requested by the union in writing, all full-time regular motor vehicle operators and tractor-trailer operators craft assignments shall be posted for bid in the month of October.
- b. When requested by the union in writing, all full-time Motor Vehicle Maintenance Craft duty assignments will be posted for bid in the month of October, every 2 years.
- c. The request for re-bidding will be made by August 26th. The bidding will be in-house and will be completed by October 24th.

(3) In Vehicle Maintenance, when it is necessary to change the reporting time or days off of a portion of a number of identical assignments (same off-days, reporting time, skills), seniority preference shall prevail.

(4) Vacations shall be granted on the basis of seniority within each section as defined below:

a. Vehicle Maintenance by section, by tour, by facility.

1. Vehicle Maintenance (Section): Lead Automotive Mechanics, Automotive Mechanics, Vehicle Maintenance Analyst, Body & Fender Repairmen, Automotive Painter, Junior Mechanic & Garagemen.

2. Administrative Support (Section): General Clerks VMF, Administrative Clerk, Tool & Parts Clerk, Storekeeper.

b. Vehicle Operations by the following Sections and Tours.

1. Vehicle Operators and Tractor-Trailer Operators, Tour II and Tour III.

2. Driver Instructor & Examiner.

3. Office Clerk-Vehicle Operations and Clerk- Vehicle Dispatching.

-ARTICLE 43- SEPARABILITY AND DURATION

Section 1. Separability

(A) The working agreement together with the Local Memorandum of Understanding constitutes the entire agreement between the parties and correctly expresses all of the rights and obligations of the parties except for those specific subjects which the parties have formally agreed to continue negotiating after the Working Agreement and the Memorandum of Understanding is concluded. The parties acknowledge that each had the opportunity to make demands and proposals with respect to all collective bargaining subjects. Each party agrees that for the life of this Working Agreement and Memorandum of Understanding the other party shall not be obligated to bargain with respect to any subject not covered in the Working Agreement or in the Local Memorandum of Understanding as a subject for continued negotiation during the term of this Agreement.

(B) Should any part to this Working Agreement or Memorandum of Understanding or any provision contained herein be rendered or declared invalid by reason of conflict with the National Agreement or of any existing or subsequent enacted legislation or by a court of competent jurisdiction, such invalidation of such part of provision of this Working Agreement or Memorandum of Understanding shall not invalidate the remaining portion of the Working Agreement or Memorandum of Understanding and they shall remain in full force and effect.

(C) By entering into this Working Agreement or Memorandum of Understanding, the employer does not in any way accept any concept or express any view regarding internal union procedures which are not properly determined by collective bargaining and are matters properly regulated by methods outside of that process.

(D) The employer agrees that when negotiable items presently under dispute at the National level between the United States Postal Service and the American Postal Workers Union are declared negotiable, they will be locally negotiated as instructed. (E) This agreement shall be in effect **September 21, 2021** and shall remain in full force and effect to and including 12:00 midnight **September 20, 2024**, and unless either party desires to terminate, extend, or modify it for specific periods. The party demanding such termination or modification must serve written notice of such intent to the other party not less than ninety (90) or more than one hundred and twenty (120) days before the expiration date of this agreement.

Section 2. Duration

This Memorandum of Understanding constitutes agreement between the San Antonio Alamo Area Local, APWU and the United States Postal Service, San Antonio, Texas 78284.

This agreement is entered into pursuant to the terms of Article 30 of the National Agreement of **September 21, 2021** between the American Postal Workers Union, AFL-CIO and the United States Postal Service.



Kimberly Calderon, Manager
San Antonio Processing & Distribution Center
United States Postal Service
San Antonio, TX 78284-9991



Robert D. Carr, Postmaster
San Antonio, Texas
United States Postal Service
San Antonio, TX 78284-9998



Greg Gonzales
Manager, Post Office Operations, Area R
United States Postal Service
San Antonio, TX 78284-9992



Rene Benavidez
Chairperson, Local Negotiations
United States Postal Service
San Antonio, Texas 78284-9998



Alex Aleman, President
American Postal Workers Union
San Antonio Alamo Area Local
San Antonio, TX 78233

Date of signing: 1-24-23

MEMORANDUM OF UNDERSTANDING LABOR-MANAGEMENT MEETINGS

1. It is mutually agreed that the parties will meet on a quarterly basis for the purpose of discussing concerns of mutual interest. These meetings will be called Labor Management Committee Meetings and will be conducted within the spirit and intent of Article 17.5 of the current National Agreement. These meetings will be held as appropriate at a place and time that is mutually agreed to.
2. Cancellation, postponements, and/or changes of the date, time, or place may be accomplished by mutual agreement. Such mutual agreements will be affected between the General President, APWU San Antonio Alamo Area Local and the Manager, Labor Relations or their respective designees.
3. The parties may place specific subject items on the meeting agenda by exchanging such items ten (10) working days prior to the scheduled quarterly meeting.
4. A record of all agenda and/or open general items discussed will be made including each party's position and/ or mutual agreements. The employer shall publish minutes of these meetings within thirty (30) calendar days following the meeting. The employer will provide the General President, APWU San Antonio Area Local three (3) copies of these minutes.
5. Special Labor-Management Committee Meetings may be convened, as necessary, by mutual agreement of the parties.
6. The employer agrees to allow one Union representative to attend the Labor Management Committee Meeting on the clock on a no gain, no loss basis.
7. An alleged violation of the terms of this Memorandum of Understanding shall be a subject to the grievance- arbitration procedure.
8. This Memorandum of Understanding will become a permanent appendix to the current Local Memorandum of Understanding negotiated pursuant to Article 30 of the National Agreement.

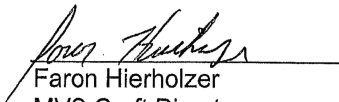
**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNITED STATES POSTAL SERVICE AND
THE AMERICAN POSTAL WORKERS UNION**

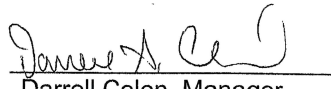
In Vehicle Service, when changes have been made on work assignments, the following will apply:

Any vehicle operator or tractor-trailer operator may, upon written request, have his run and/or route checked by the employer. Within seven working days, the employer will check this run by riding with the regular operator on the run on a regular workday. A written report by the employer will be made on the findings and recommendations on the request within five working days after the check. When making any changes and or adding any new pick up points (firms, stations, etc.) every effort will be made to give operators adequate notice before set changes take place. A copy will be provided to the operator and MVS Craft Director for review and discussion.

In the event of any open run or runs that become available after annual bidding has taken place (due to retirement, transfer, etc.). All said bidding will be conducted and take place in accordance with established in- house bidding procedures.

All operators participating in the bidding process must be present on the day that the bidding takes place or submit a completed bid sheet.


Faron Hierholzer
MVS Craft Director
San Antonio Alamo Area Local


Darrell Colon, Manager
Transportation and Networks
United States Postal Service

**San Antonio Alamo Area Local #195
American Postal Workers Union, AFL-CIO
13102 Lookout Run
San Antonio TX 78233
(210) 271-0853
www.apwu195.org**

**Alex Aleman, President
David Z. Hernandez, Vice President
Jeffery E. Greenlee, Secretary-Treasurer**

