

# Local Memorandum of Understanding

Between the

**United States Postal Service  
Auburn, NY**

and the

**American Postal Workers Union, AFL-CIO  
Central New York Area Local**

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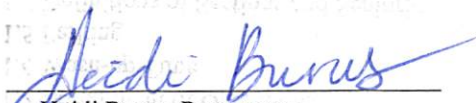
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*This Local Memorandum of Understanding for the Auburn, NY Post Office is entered into on October 1, 2016 between the representatives of the United States Postal Service and the Central New York Area Local 257 pursuant to the Local implementation provision 2015 National Agreement.*

For the United States Postal Service:

  
Heidi Burns, Postmaster

For the American Postal Workers Union:

  
Mike Landry, President

## Article 1: General Provisions

### 1.1 Union-Management Cooperation

- A. This Local Memorandum may be amended with the mutual consent of the Postmaster, the Local President and the Labor Relations Representative.
- B. the Steward or Area Vice President shall be consulted prior to permanent changes in employee staffing and scheduling.
- C. the Union shall be automatically provided with copies of:
  - 1. Updated seniority rosters;
  - 2. All Assignment notices;
  - 3. All notices of light and limited duty;

### 1.2 Curtailment of Operations

- A. The President, Executive Vice President, or Area Vice President (or, officer on duty in stewards office) shall be notified immediately of all situations which may cause the curtailment of operations or in any way endanger any employee.
- B. All possible and practicable means shall be used to notify affected employees of the curtailment of postal operations.
- C. Employees stranded at work shall be given every reasonable consideration by the employer as to needs and comforts.
- D. Procedures for emergency evacuation due to fires or bomb threats shall be conspicuously posted.
- E. In determining an employee's ability to report for work, consideration shall be given to governmental directives, the operating status of comparable industries, and general conditions.

### 1.3 Wash-up Policy

All employees shall be allowed reasonable wash-up time in accordance with established practice and Article 8.9 of the National Agreement.

### 1.4 Parking

- A. All reasonable efforts will be made to initiate or maintain free parking for all employees.
- B. All parking shall be available on a first-come, first-served basis, except where reserved by this memorandum or previously established practices.

### 1.5 Definitions of Sections and Seniority

- A. Each craft shall be a separate section.

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## Article 2: Annual Leave

### 2.1 General Provisions for Annual Leave

- A. Vacation rosters shall be broken into Monday through Sunday weeks, and, to the maximum extent possible, no employee shall be involuntarily scheduled to work on non-scheduled days which are adjacent to their scheduled vacation.

### 2.2 Choice Vacations

- A. The choice vacation period shall be from March 1 through February 28, except those 4 full weeks in December.
- B. Vacation slots shall be as follows:
  - 1. From Memorial Day Week to Labor Day week, plus Thanksgiving Week and Hunting week (shot gun season) the weeks of local school's winter and spring recesses, vacation slots shall be available equal to 20% of the authorized positions in the office;
  - 2. During the remainder of the choice period, slots shall be available equal to 12% of the authorized positions;
  - 3. Partial slots shall be rounded to the nearest whole number, with even half slots rounded up.



- C. Starting on February 1, employees shall, in order of seniority, be allowed to select full weeks of vacation up to the number of weeks allowed under Article 10.3D of the National Agreement; employees may, at their option, make one continuous selection or two non-consecutive selections.
- D. Immediately following the first rotation, the vacation roster shall be rotated a second time and employees, by seniority, allowed to take up to four additional full weeks, subject to accrued or foreseeable leave balance.
- E. No employee shall hold up the vacation roster for more than two working days on either rotation; employees who lose their place in rotation shall be entitled to regain the roster when ready to make their selection, but shall not be entitled to bump junior employees who have made selections in the interim.
- F. On those weeks(s) in which as many craft employees as there are vacation slots are not scheduled off on leave, all requests for annual leave shall be approved to the maximum extent possible.
- G. Employees who are called for court service during their scheduled vacation may at their option cancel that week and make another selection from the remaining available weeks.

### 2.3 Incidental Requests

- A. An updated vacation schedule shall be conspicuously posted throughout the year.
- B. Incidental requests for annual leave shall be made on PS Form 3971, and, wherever feasible, be personally delivered to the employee's immediate supervisor.
- C. Except in circumstances of extreme need, incidental requests for annual leave shall be granted on a first-come, first-served basis.
- D. On those day(s) in which as many craft employees as there are vacation slots are not scheduled off on leave, all requests for annual leave shall be approved, provided a minimum of 48 hour notice in advance is given.
- E. Incidental annual leave requests shall be approved or disapproved:
  - 1. Within one hour, if leave is requested for the same day on which submitted;
  - 2. By the employee's end tour, if requested for the following day;
  - 3. By the employee's next day end tour, if requested two or more days in advance;
- F. Disapproved 3971's shall be maintained showing the date and time submitted, and, should leave become available, it shall be granted in the order it was requested.
- G. Incidental requests for choice periods (2.2A) can be submitted after March 1.

### 2.4 Cancelling Choice Vacations

- A. In those weeks in which all slots are filled, an employee shall not be allowed to work on any day of their choice vacation week. In those weeks in which all slots are not filled the employee may cancel a portion of their vacation week with a 5 day notice to their supervisor.
- B. Employees who cancel a vacation selection shall provide written notice to their immediate supervisor at least ten calendar days prior to the start of such vacation.
- C. Vacation selections of employees who leave the installation shall be treated as cancelled.
- D. The employer may cancel an employee's scheduled vacation due to insufficient annual leave by providing written notice to the employee at least ten calendar days prior to the start of the vacation; normally, insufficient annual leave shall be defined as less than ninety percent of the leave needed to cover the vacation week.
- E. All canceled first choice vacation selections shall be canvassed, by seniority, to those employees who haven't had an opportunity to select them.

## Article 3: Scheduling

### 3.1 Regular Schedules

- A. All regular positions shall have fixed non-scheduled days.
- B. To the maximum extent practicable within operational needs, all regular positions shall have consecutive non-scheduled days and be non-scheduled on Saturday and/or Sunday.

### 3.2 Posting and Bidding

- A. All job postings shall be posted for a minimum of ten calendar days, unless canvassed; postings of awards shall be made within two business days of the close of posting.
- B. The Steward or Area Vice President shall be provided with copies of all job postings and awards, including canvassing's and PTF conversions.
- C. Wherever practicable, bidding within a unit shall be accomplished by canvassing eligible employees in order of seniority; canvassing shall consist of circulating a written description of the vacant position, with spaces for employees to sign indicating that they are accepting or declining the position.
- D. Successful bidders or applicants, including PTFs being converted to regular, shall be assigned or detailed to their new positions on the Saturday following award; assignment may be delayed with the consent of the Steward or Area Director.

E. Bid positions shall be reposted if:

1. The non-scheduled days are changed;
2. The reporting time on any day is changed by more than one hour;
3. The duties are changed by more than 50% in the clerk craft, or 25% in any other APWU craft;
4. Measurement of all such changes shall be cumulative, based on the position as last awarded.

### 3.3 Overtime Scheduling

A. The overtime desired lists shall be conspicuously posted, and a copy provided to the Steward or Area Vice President.

B. Except in unforeseeable circumstances, employees shall be:

1. Notified forty-eight hours in advance of working a non-scheduled day;
2. Notified one hour in advance of working each hour over eight hours, including notification of the general anticipated duration of the overtime;
3. Given an opportunity to notify their families, make calls for transportation, etc.

C. Prior to using mandatory overtime, management will make reasonable efforts to solicit volunteers with the necessary skills from the overtime mandatory list.

### 3.4 Holiday Scheduling

Employees shall be scheduled for holidays, subject to necessary skills, in the following order:

1. Casuals;
2. Part-time flexibles;
3. Volunteers whose designated holiday it is, by seniority;
4. Overtime desirees whose non-scheduled day it is, by rotation of the list;
5. Volunteers for overtime, other than desirees, by seniority;
6. Mandatorily scheduling employees for overtime, by rotation of the list;
7. Mandatorily scheduling employees for their designated holiday, by juniority.

## ARTICLE 4: LIGHT DUTY

### SECTION 4.1 NUMBER OF LIGHT DUTY ASSIGNMENTS

A. Should management be unable to identify work to satisfy a light duty request, the Steward or Area Vice President shall be notified and provided with copies of or access to all documents and information used to evaluate the request, and shall have 72 hours following full access in which to propose a light duty assignment and discuss it with the deciding official before the request is denied.

B. The reassignment of a full-time regular or part-time flexible employee to a temporary light duty or other assignment shall not be made to the detriment of any full-time regular on a scheduled assignment.

### SECTION 4.2 METHOD OF RESERVING LIGHT/LIMITED DUTY ASSIGNMENTS

A. Limited Duty is defined as that duty provided to an employee who has physical limitations, identified by a qualified/treating physician resulting from an on-the-job injury. Light duty is normally provided as the result of limitations arising from off-the-job injuries / illnesses and must be requested in writing by the employee.

B. Light duty is provided in accordance with Article 13 of the Collective Bargaining Agreement.

C. The names, assigned duties and craft designations of all employees on limited/light duty will be supplied to the union.

D. All limited/light duty employees will be assigned duties within their own craft prior to assignments in any other crafts.

E. Bargaining unit employees represented by the APWU will maintain the same duty assignment and non-scheduled days as their bid assignments to maximum extent possible.

### SECTION 4.3 IDENTIFYING LIGHT/LIMITED DUTY ASSIGNMENTS

A. Clerk craft light duty assignments should include, but are not necessarily limited to the following:

- |                               |                   |                     |
|-------------------------------|-------------------|---------------------|
| 1. Waste Mail                 | 4. Postage Due    | 7. Letter/repair    |
| 2. Distribution Letters/Flats | 5. Second Notices | 8. Answering Phones |
| 3. Accountables               | 6. Delivery       | 9. Wrong Zip Mail;  |

B. Such duties as the employee may be able to perform within his/her medical limitations.

C. Maintenance craft light duty assignments should include, but are not necessarily limited to, such duties as the employee may be able to perform within his/her medical limitations.