

Local Memorandum of Understanding

Between the

**United States Postal Service
Baldwinsville, NY**

and the

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

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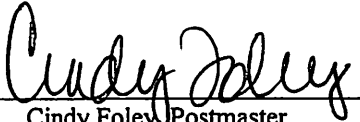
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This Local Memorandum of Understanding for the Baldwinsville, NY Post Office is entered into on October 1, 2016 between the representatives of the United States Postal Service and the Central New York Area Local 257 pursuant to the Local implementation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

For the United States Postal Service:


Cindy Foley, 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 MSC Labor Relations Representative.
- B. The Steward or Area Vice-President shall be consulted prior to permanent changes in employee staffing and scheduling.

1.2 Curtailment of Operations

- A. The Continuation of operations Plan and telephone shall be used to notify affected employees of the curtailment of postal operations; the Steward or President shall be notified as soon as feasible.
- B. Employees stranded at work shall be given every reasonable consideration by the employer as to needs and comforts.
- C. Procedures for emergency evacuation due to fires or bomb threats shall be conspicuously posted.
- D. 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 APWU craft shall be a separate section.

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.
- B. Employees shall use the number of hours of annual leave for a choice vacation week that they would normally have worked in that week; however, employees may, at their option, use up to forty hours of annual leave per vacation week.

2.2 Choice Vacations

- A. The choice vacation period shall be from the first Monday in January to the first Sunday in December.
- B. Vacation slots shall be as follows:
 - Where there are eight or less positions in a craft, including authorized PTF's, there shall be at least one vacation slot available each week of the choice period; where there are nine to thirteen positions there shall be at least two vacation slots, and at least three positions for fourteen to eighteen positions.
 - Starting on January 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. Employees who are called for court service during their scheduled vacation may make another selection from the remaining available weeks.

2.3 Incidental Requests

- A. An updated vacation schedule shall be available for review at the supervisor's desk.
- 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 to the maximum extent possible.
- 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.

2.4 Canceling Choice Vacations

- A. In those weeks in which all slots are filled, no employee shall be allowed to work on any day of a choice vacation week.
- 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 canceled in accordance with section 2.4.E (below)
- D. The employer shall 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 eighty percent of the leave needed to cover the vacation week.
- E. All cancelled choice vacation selections shall be canvassed, by seniority, to those employees who did not have 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 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 Vice-President.
- 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 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 upon request.
- 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. Clerk Casuals;
2. Part-time flexibles;
3. Volunteers whose designated holiday it is, by seniority;
4. Overtime desirers whose non-scheduled day it is, by rotation of the list;
5. Volunteers for overtime, other than desirers, by seniority;
6. Mandatory scheduling employees for overtime, by rotation of the list;
7. Mandatory scheduling employees for their designated holiday, by juniority.

Article 4: Light Duty

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.
- 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.

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 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.

4.3 IDENTIFYING LIGHT/LIMITED DUTY ASSIGNMENTS

- A. Clerk craft light duty assignments should include, but are not necessarily limited to the following:
 1. UBBM
 2. Postage Due
 3. Letter/repair
 4. Distribution Letters/Flats
 5. Second Notices
 6. Answering Phones

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7. Accountables

9. Nixie Mail;

8. Express Mail Delivery

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.