

*Local Memorandum of Understanding Constantia NY and those offices in the Bid cluster.*

# **Local Memorandum of Understanding**

Between the

**United States Postal Service**  
**Constantia, NY and those offices within its bid cluster**  
**(Bernhards Bay)**

and the

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

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This Local Memorandum of Understanding is agreed to effective November 1, 2016.

For the United States Postal Service:



Maureen Hohl, Post Office Operations Manager

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 President shall be consulted prior to permanent changes in employee staffing / scheduling.
- C. **All offices within the APO bid cluster shall be considered one section and a seniority list will be posted in each office.**

### **1.2 CURTAILMENT OF OPERATIONS**

- A. When the decision has been made to curtail or terminate postal operations. To the extent possible the employer will notify the APWU President or his designee of this determination. The APWU will provide the Installation head in writing the contact information and the name of the designee as soon as practicable.
- B. All reasonable means shall be used to notify affected employees of the curtailment of postal operations.
- C. In case of emergencies 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 emergencies shall be conspicuously posted.

### **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**

All reasonable efforts will be made to initiate or maintain parking for all employees **with consideration for location, security and lighting**. All unassigned parking shall be on a first-come, first-served basis **and security issues shall be addressed by the parties through labor management meetings**.

### **1.5 SECTIONS**

**All offices within the bid cluster shall be one section and the Clerk and Maintenance crafts shall each comprise a separate section for all purposes.**

## **ARTICLE 2: ANNUAL LEAVE**

### **2.1 GENERAL PROVISIONS FOR ANNUAL LEAVE**

- A. Vacation rosters shall be broken into Monday through Sunday weeks and 3971's should be submitted at the time weeks are chosen.
- B. To the maximum extent possible, no employee shall be involuntarily scheduled to work on non-scheduled days which are adjacent to their scheduled vacation.
- C. Part-Time Flexibles / PSE employees shall not be required to use more annual leave for a choice vacation week that they would normally have worked in that week, but 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 full week in January through the last full week in November and the new year leave dates shall be posted in each office within the bid cluster.

January 7, 2017, January 6, 2018 and January 5, 2018 (1/7/17, 1/6/18, 1/5/19)

- B. The number of vacation slots available in each week shall be as follows but no less than one:
1. During the choice period, the percentage shall be **20% of all regular, PTF and PSE positions assigned to the bid cluster in seniority order.**
  2. In applying the above percentages, product decimals shall be rounded to the nearest whole number and, there shall be at least one slot per week per section.
- C. Starting on **December 1**, employees shall, in order of seniority within the bid cluster, 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 two 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 except in those circumstances which warrant special consideration as mutually agreed by the Union and Management; 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 will 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.
- H. Leave for one delegate to attend APWU National and State Biennial Conventions shall not be charged to the choice vacation schedule.**

## **2.3 INCIDENTAL REQUESTS** *(DEFINED AS REQUESTS SUBMITTED OTHER THAN WITH THE CHOICE PERIOD 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 / Postmaster.
- 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 may be approved to the maximum extent possible.
- E. Incidental annual leave requests shall be approved or disapproved:
1. by the employee's end tour, if requested for the following day;
  2. 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, an employee shall not be allowed to work on any day of their 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.
- 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 the leave needed to cover the vacation week.
- E. All canceled choice vacation selections shall be re-canvassed, by seniority, to those employees who haven't had an opportunity to select them.

# **ARTICLE 3: SCHEDULING**

## **3.1 REGULAR SCHEDULES**

- A. There will be no regular schedules with rotating non-scheduled days off and 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 five business days of the close of posting.
- B. The Local President shall be provided with copies of all job postings and awards, including canvassing's and PTF/PSE conversions upon request.
- 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 within 14 days following award; assignment may be delayed with the consent of the Steward or 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 a Traditional position or any change in a Non-traditional position.
  - 4. measurement of all such changes shall be cumulative, based on the position as last awarded.

### **3.3 OVERTIME SCHEDULING**

- A. **Overtime Desired Lists shall be established on a calendar quarter and shall be divided into two portions, one for overtime on regularly scheduled days, and a second for overtime on non-scheduled days; a box shall also be provided for employees who sign either portion of the list to check to signify that they desire before/after tour overtime on their non-scheduled day. Rotation of overtime opportunities shall be separate in each portion of the list.**
- B. Except in unforeseeable circumstances, employees shall be:
1. Notified forty-eight hours in advance of working a non-scheduled day;
  2. Given an opportunity to notify their families, make calls for transportation, etc.

### **3.4 HOLIDAY SCHEDULING**

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

1. Volunteers whose designated holiday it is, by seniority provided enough work for the daily guarantee;
2. Volunteer Part-time flexibles;
3. PSE's
4. Non-volunteering PTF's
5. Mandatory Overtime desirers whose non-scheduled day it is, by rotation of the list;
6. **Mandatory scheduling employees for their designated holiday, by juniority**
7. **Except in unforeseen circumstances vacation selections shall be excluded from scheduling on a holiday and any details shall end if non-volunteers are used in item 4. The local union will get copies of the solicitation list if requested.**

## **ARTICLE 4: LIGHT DUTY**

### **SECTION 4.1 LIGHT DUTY ASSIGNMENTS**

- A. For the purposes of this article, Light Duty shall be defined as those assignments provided to employees who are not able to perform the full normal duties due to non-OWCP-compensable injuries or illnesses. Light duty is provided in accordance with Article 13 of the National Agreement, and all requests for and denials of light duty shall be in writing.
- B. For the purposes of this article, Limited Duty shall be defined exactly as is Light Duty, except that due to OWCP-compensable injuries or illnesses and **no light duty from other crafts not represented by APWU unless all APWU craft employees have been accommodated.**
- C. Except where operationally impossible, all light duty assignments shall attempt to maintain the employee's bid.
- D. All possible light duty work within an employee's craft shall be exhausted before work is assigned in another craft, and no employee from outside the APWU's bargaining units shall be assigned light duty to the detriment of an APWU bid position or scheduled hours.

**SECTION 4.2 NOTIFICATION**

- A. The names, assigned duties and craft designations of all employees on limited/light duty will be supplied to the union.
- B. All limited/light duty employees will be assigned duties within their own craft prior to assignments in any other craft.
- C. In no case shall a temporary/permanent light duty assignment be given to a non-APWU bargaining unit employee.

**SECTION 4.3 IDENTIFYING ASSIGNMENTS**

Light duty assignments should include, but are not necessarily limited to:

- A. Distribution of letters and flats;
- B. Miscellaneous clerical duties (such as postage due and business reply mail, handling and distributing accountable mail, box rental forms, second notices, individual verification of UBBM, letter repairs, answering phones, claims and inquiries, etc.);
- C. Delivering express and Mail delivery as outlined in the Delivery / Sales and Service position description;
- D. Custodial duties within the employee's limitations.