

Central NY Area Local
APWU - AFL/CIO

**LOCAL
MEMORANDUM
OF
UNDERSTANDING**

Binghamton
Processing & Distribution
Facility

October 1, 2016

This Memorandum of Understanding is entered into on

October 1, 2016

At Binghamton, New York


Between

the representative of the United States Postal Service

And

the designated agent of the American Postal Workers Union, AFL-CIO

In witness thereof:

 1/24/17

Lona Miller
Postmaster
United States Postal Service
Binghamton, New York



Mike Landry
President
Central NY Area Local
APWU/AFL-CIO

This Memorandum of Understanding, entered into on **October 1, 2016** at Binghamton, New York between representatives of the United States Postal Service and the designated agents of the Union signatory to the National Agreement/APWU pursuant to the local implementation provision of the **2015 National Agreement**. This Memorandum of Understanding constitutes the entire agreement on matters relating to local conditions of employment.

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1. TECHNOLOGICAL CHANGES

Prior to the installation of new technological, automated or mechanized equipment, management will meet with APWU to discuss and evaluate the impact on the employees in the installation.

2. LABOR-MANAGEMENT RELATIONS

A. Labor-management meetings will be held on the first Friday of the months of January, March, May, July, September and November at a mutually determined time.

- 1) By mutual consent, additional meetings may be called by either party.
- 2) The Union will provide management with an agenda at least 7 days prior to the scheduled meeting.
- 3) Minutes of these meetings will be reviewed by both parties for corrections, additions and deletions, if necessary. Upon agreement, both parties will sign, indicating acceptance.

B. A Christmas meeting with designated representatives of the APWU will be held in November for the purpose of discussing Christmas operations. Notice will be provided seven (7) days prior to the scheduled meeting date.

C. Craft announcements will be permitted on public announcement system with prior approval of management.

D. The local Union president shall be notified promptly of the hiring of **PSE** employees in crafts represented by the APWU.

E. Each craft shall be provided space for a bulletin board, in all facilities, and be allowed other reasonable space for literature.

F. The Union will be provided written notification of the scheduling of craft orientation for new employees represented by the APWU.

3. USE OF TELEPHONES

Management will allow reasonable use of telephone by authorized union officials and stewards relating to the administration of the National Agreement.

4. COMMUNICATION

Any official correspondence for the Binghamton New York Area Local must be mailed to PO Box 792, Binghamton NY 13902-0792.

5. INTERPRETATION OF AGREEMENT

If a question of interpretation of any section or part of this agreement arises, members of the original negotiating teams, if available, shall meet and attempt to reach an understanding of intent. The agreement arrived at shall be binding on both parties. If no agreement is reached, the matter will be subject to the grievance/arbitration procedure.

6. WASHUP

Reasonable time is to be allowed for **employee's** end-of-tour wash-up time, dependent on work that had been performed. This wash-up time is for paperwork, tool and cleaning equipment storage, transfer of working information to successive tours and personal cleansing. Generally, five (5) minutes wash-up time prior to lunch will be sufficient, with additional time for filthy jobs.

Wash-up times are not to be used for an additional break.

7. REGULAR WORKWEEK

Establishment of a regular workweek of five days with either fixed or rotating days off.

A. All regular employees shall have fixed nonscheduled days off, except where rotating nonscheduled days are negotiated specifically between management and the APWU local, shown by a signed memorandum.

B. To the maximum extent practicable within operational needs, regular schedules shall have consecutive nonscheduled days.

8. EMERGENCY CURTAILMENT and/or TERMINATION OF POSTAL OPERATIONS

It is recognized by both parties that, on occasion, emergency conditions may exist which would encourage the employer to consider the curtailment of operations. In cases of such emergency conditions, the employer will, prior to making a decision to curtail the operations, take into consideration such factors as:

A. The degree of emergency as stated by local government and police authorities. The installation head, or designee, will consult with local authorities on emergency conditions and disasters. After determining the effects it will have on USPS employees, and the decision has been made to curtail and/or terminate operations, the installation head, or designee, will, through the use of local media, give instructions to be followed by postal employees, on and off postal premises.

B. Prior to taking action to curtail operations, the employer will notify the union of its decision and its plan of implementation.

9. LEAVE

A. LEAVE YEAR

1. For the duration of this agreement, the leave year will begin and end as follows:

Leave year	Begins	Ends
2017	January 7, 2017	January 5, 2018
2018	January 6, 2018	January 4, 2019
2019	January 5, 2019	

2. Management shall notify employees of the beginning of the leave year no later than November 1, by posting a notice on craft and informational bulletin boards.

B. VACATION LEAVE

1. Prime time for vacation scheduling shall be the first full week of January through the last week that begins in November, and shall also include Christmas week, defined as December 26 through January 1.

2. Vacation scheduling

a. Solicitation for scheduling prime time vacation shall begin on the second Monday of January and conclude by the last Monday in February.

In sections, no employee shall hold up the roster for more than two days; employees who lose their place in rotation shall be entitled to regain the roster when ready to make their selection(s), but shall not be entitled to bump junior employees who have made selections in the interim.

b. Management shall notify employees of the start of solicitation process no later than January 2 by posting notices on craft and information bulletin boards.

c. Vacation scheduling will be according to tour and section. The sections will be defined as follows:

Tour 1

Manual 113

Tour 2

AMS 406
BMEU 723
Data Tec 100
Manual 123
Office 100
Window 400-405

Tour 3

Manual 133

d. All career employees shall be solicited by seniority within each section for their vacation selections. Employees who earn thirteen (13) days of annual leave per year shall be granted up to ten (10) days of continuous annual leave, if available, during the choice period. These employees may split their request to two (2) selections of five (5) days each.

Employees who earn twenty (20) or twenty-six (26) days of annual leave per year shall be granted up to fifteen (15) days of continuous annual leave, if available during the choice period. These employees may split their request between two (2) selections: of ten (10) days and five (5) days; or, two (2) selections of five (5) days each.

e. After the entire section has been solicited, management shall again solicit employees by seniority. Employees who earn twenty (20) days of annual leave per year may schedule an additional week where available. Employees who earn twenty-six (26) days of annual leave per year may schedule up to two additional weeks where available.

f. Prime time vacation selections shall be recorded in duplicate on PS Form 3971 during the solicitation period. The duplicate copy of PS Form 3971 shall be returned to the employee, with management retaining the original.

g. Employees who change tour or section, or APWU-represented craft, either voluntarily or involuntarily shall retain their choice selections.

h. Vacation leave shall begin on the first day of the employee's basic work week. The employee's basic work week will begin on the first nonscheduled day unless mutually agreed otherwise by the employee and supervisor.

i. Employees shall not be required to work non-scheduled work days and holidays that happen to fall in conjunction with their vacation choice.

j. Fifteen percent (15%) of each section shall be allowed off during choice vacation period. Percentages shall be rounded up to the next whole number.

k. Jury duty, military duty, attendance at a national, state, regional or education convention or seminar will not be charged to an employee's choice period. Employees who are required to attend any of the above during a previously approved choice vacation selection shall be entitled to an additional choice vacation selection where available.

l. Cancellation of choice vacation selections:

Employees must cancel scheduled vacation by notifying their MDO/SDO, MMO/SMO, in writing, at least fourteen (14) days before their scheduled vacation starts.

Cancelled vacations per previous sentence will be posted, within three (3) days of cancellation, for bid by those junior to the person cancelling, for five (5) days and awarded to the most senior person eligible to bid on the cancelled vacation.

Copies of any such cancellations and subsequent postings shall be furnished to the APWU.

C. INCIDENTAL LEAVE

1. Requests

a. To request additional incidental leave in advance, except in an emergency, employee must fill out PS Form 3971 in duplicate. Employee will retain duplicate copy, initialed by supervisor as received.

b. If an employee submits a request for leave on PS Form 3971 no sooner than thirty (30) days in advance but no later than five (5) days in advance of the time requested, management must give a written reply within three (3) work days of receiving the PS Form 3971 either approving or denying the request.

If management fails to answer within the three (3) workdays, such request shall be considered approved, provided that the employee retains the copy of PS Form 3971. It is the employee's responsibility to verify PS Form 3971 for authorization of approved leave.

If management disapproves the request, the PS Form 3971 must be returned to the employee with the reason(s) for refusal denoted, and the employee should be informed that the PS Form 3971 may be resubmitted at a later date. Management must retain a copy of the PS Form 3971 refusal, in case more than one request for the same date is submitted. Retention of a denied PS Form 3971 copy will insure that the employee submitting the earliest request will receive first consideration in the event of situational changes.

c. For the purposes of scheduling incidental annual leave for REHAB-69 employees, all requests shall be granted provided the employee submits their request per sect b above and has sufficient leave balance to cover the request.

d. If an employee submits a request for leave less than five (5) workdays in advance, the leave may be granted. Management, in this case, need not reply within the three (3) workdays. It is the employee's responsibility to verify PS Form 3971 for authorization of approved leave.

e. Exception to the time limits in sects. b & c above, if requested by the employee, may be approved by local management in exceptional cases based on equity (e.g., anniversaries, birthdays, illness, death).

f. All annual leave in excess of 440 hours will be scheduled by the end of the month of October.

D. VACATION SCHEDULING SPECIFIC TO MAINTENANCE CRAFT

1. Maintenance sections, for the purpose of annual leave, will be allowed off sixteen per cent (16%) of each section during the choice vacation period. Percentages shall be rounded up to the next whole number. Sections in maintenance will be defined as follows:

a. Occupational groups and levels comprise a section, except for:

1) Custodial maintenance, where both level 4 and level 3 shall comprise a section, will be allowed twenty-five per cent (25%) off, per tour.

2) Maintenance support clerks, where both levels 5 & 6 shall comprise a section, sixteen percent (16%) will be allowed off, per tour.

b. Electronic technicians & MPE: when 2 employees are identified to be off in either of these occupational groups, only one employee shall be allowed off per tour until the occupational group reaches 12 employees, whereby 2 employees may be off per tour.

2. For the purposes of scheduling vacation leave, an employee's leave week will be marked as the week that contains the majority of regularly scheduled working days (including holidays, which would normally be a regularly scheduled day.)

10. HOLIDAY SCHEDULING

As many full time scheduled employees as can be spared shall be excused from duty on a holiday, or day designated as their holiday.

A sign up list shall be established by tour, whereby regular employees may volunteer to work during the holiday schedule period. This period shall include the holiday and two preceding days. Employees shall have the option to sign up for work for any or all of these days. Employees, detailed to non-bargaining unit position for forty (40) hours during the service week containing the holiday, shall not be allowed to volunteer for a holiday schedule unless all volunteers have been **scheduled to work and details will end prior to mandatory holiday scheduling.**

Holiday assignments will be by tour, section and qualifications.

Prior to the posting of the holiday schedule, management and APWU-Binghamton craft directors, and/or their designees, **will** meet to review the projected scheduling needs and methods by which these needs will be satisfied.

If a tour's scheduling needs cannot be met with the holiday volunteer list for the tour, management may solicit volunteers from another tour's volunteer list, as needed by skill or qualification, provided that the volunteer(s) drafted are not needed on their own tour, and that their use will not prevent a volunteer possessing the necessary skills from working on his own tour.

In the maintenance craft, preference will be given to the employee's normal tour of duty, and as the employee signed the holiday volunteer list, but not limited to work only on those tours.

The holiday work schedule shall be posted on the Tuesday preceding the service week in which the holiday falls. **The holiday canvas sheet shall be posted two weeks prior to the required Tuesday posting with Monday at 12 noon being the cut off for those wishing to sign up to work their holiday.** A copy shall be furnished to the union at the time of posting. Employees who wish to elect their option for annual leave instead of holiday leave pay must submit a 3971 indicating they elect annual leave in lieu of holiday leave, no later than the end of the employee's holiday or designated holiday.

The following pecking order will be used for holiday scheduling:

1. PSE's

2. Volunteers, full and part time regular employees by seniority, possessing necessary skills, whose regular schedule includes the holiday or day designated as employee's holiday (100% premium, 8 hour guarantee to FTR).
3. Volunteers, full time regular employees by seniority, possessing necessary skills, whose regular schedule does not include the holiday or day designated as employee's holiday (150% premium, 8 hour guarantee to FTR)
4. Non-volunteers, full and part time regular employees by inverse seniority, possessing necessary skills, whose regular schedule does not include the holiday or day designated as the employee's holiday (150% premium, 8 hour guarantee to FTR)
5. Non-volunteers, full and part time regular employees by inverse seniority, possessing necessary skills, whose regular schedule does include the holiday or day designated as the employee's holiday (100% premium, 8 hour guarantee to FTR)

Holiday scheduling in the Maintenance Craft, employees shall be scheduled to work, subject to necessary skills, in the following order:

1. Volunteers whose designated Holiday it is, by seniority;
2. Overtime Desireses whose non-scheduled day it is, by rotation of the ODL;
3. Volunteers for overtime, other than desireses, by seniority.
4. Mandatory scheduling employees for overtime, by rotation of the list;
5. Mandatory scheduling employees for their designated holiday, by juniority.

11. OVERTIME

A. OVERTIME DESIRED LIST

1. Three weeks and 1-day prior to the start of each calendar quarter, a notice shall be posted indicating the USPS intent to create an overtime desired list (ODL) in each craft.

This notice will be posted on the bid bulletin board.
All full time regular employees are eligible.
The ODL shall be by tour.
The MDO or supervisor will maintain the ODL.

2. Eligible employees desiring to be on the ODL **MUST** contact their supervisor during the three week period and sign the list. The deadline to sign-up for the ODL will be 9:00am, 1-day prior to the start of the new Quarter.

Only exception will be as follows: Eligible employees on approved absence (AL, SL, Detail) will notify the supervisor within 4 calendar days upon return, to get on the ODL.

3. The ODL, by tour, shall contain separate lists for before tour, after tour and nonscheduled days, and for 10 or 12 hours.

4. Should an employee be a successful bidder to a position effecting a change in tour, hours, days off or a section, the employee shall have the option of adding or withdrawing their name from the ODL.

The same option shall be afforded to any employee whose bid position is abolished or reposted. PTF employees converted to regular, or employees switching crafts, shall have the option of signing the ODL. Such action must be executed by the employee, in writing, no later than seven (7) days after the effective date of reassignment due to bid, abolishment, reposting, promotion or change in craft.

5. Employees shall have the option of removing their name from the ODL by submitting the withdrawal in writing. Employee may be required to work all overtime assigned prior to withdrawal.

6. The local union shall be given two (2) copies of each ODL at the beginning of each calendar quarter. The ODL shall be inclusive for all employees represented by the APWU.

7. When an employee refuses mandated OT more than 2 times in one quarter, the employee will be removed from the ODL. Refusal will be documented on Form 3971.

B. OVERTIME ASSIGNMENTS

1. Overtime, in the clerk craft, shall be assigned according to tour, section and qualifications. Overtime, in the maintenance craft, shall be assigned by occupational group and level.

a. Sections in the clerk craft will be defined as follows:

Tour 1 Manual

Mail Processor

Tour 2 Manual
 AMS
 Data Tec
 Pay Location 100 (Office)
 Window Clerks
 Bulk Mail Clerks

Tour 3 Manual Clerks
 Mail Processors

2. A. The Overtime Desired list in the Maintenance Craft shall have two lists, one for the employee's regular scheduled day, and the second for overtime on Non-Scheduled days; boxes shall also be provided for employees who sign either list to check to signify that they desire before/after tour overtime and what shifts they desire to work. Rotation of overtime opportunities shall separate on each list. Employees volunteering for penalty overtime shall have an * next to their names.

2. B. In the Maintenance Craft if an employee on the ODL wishes not to work overtime, a written request must be submitted prior to the posting of the weekly schedule. The employee will not be adversely affected, but may be passed over in the rotation. However, the employee may be required to work the overtime. Opportunities for which the employee was excused shall be counted.

2. C. Employees in the Maintenance Craft shall be provided with notice and accommodations for overtime as follows:

1. To the maximum extent possible non-overtime desires shall be notified one hour in advance of after tour overtime, by the preceding day's end of tour for before tour overtime, and forty-eight hours in advance for non-scheduled day overtime.

2. To maximum extent possible overtime desires shall be notified one hour in Advance of after tour overtime, by the proceeding days end tour of before tour overtime, and forty-eight hours in advance of non-scheduled day's overtime.

3. All employees shall be notified in advance of the anticipated duration of overtime and be given the use of a USPS phone to notify their families of their status.

2. D. In the Maintenance Craft any overtime after 16:00 hours on the day the schedule is posted for the following week, will start from the last person scheduled in rotation.

2. E. Incidental overtime of 30 minutes or less shall not be counted as overtime rotation.

2. F. In the Maintenance Craft if employees wish to work their non-scheduled days before/after their scheduled leave, a request in writing must be submitted prior to the posting of that week's schedule.

12. LIGHT DUTY ASSIGNMENT OF ILL AND INJURED EMPLOYEES

A. Employees may submit their requests for light duty assignment in writing to the installation head.

B. Management will notify the union, as soon as possible, upon receipt of a request for light duty assignment by an employee represented by the APWU and furnish copy of same.

C. When a determination is made to provide any employee with a light duty assignment, the union will be notified in writing as soon as possible. If light duty is denied, management shall provide a written explanation for their decision. No career employee shall be unreasonably denied a light duty assignment.

D. When making light duty assignments, management shall make every effort to place an employee within employee's bid position, craft, occupational group, tour and regular schedule.

E. Light duty assignments within the clerk craft normally may be comprised of duties from the following operations:

OGP Letters	OGP Flats
SCF Letters	SCF Flats
OG Opening Units	SCF Opening Units
INC Letters	INC Flats
Answering telephones	Duplicating
Filing	Light duty case work
Mail counting work	Waste mail verification
Nixie work	Labeling cases

Incidental assignments within the employee's physical limitations, to the extent there is adequate work available.

F. Light duty assignments within the maintenance/motor vehicle craft normally may be comprised of duties from the following:

answering telephones	duplicating
filing	running for parts
recycling work	light vacuuming
light dusting	work requiring "buddy system"
computer entries	maintenance manual updates
inventory	typing
taking readings & calibrations or adjustments within employee's skills	

Incidental assignments within the employee's physical limitations, to the extent there is adequate work available.

13. SECTIONS FOR REASSIGNMENT WITHIN INSTALLATION

When it is proposed to reassign within the installation employees excessed to the needs of a section, the following method shall be used:

A. IDENTIFICATION OF SECTIONS

1. Sections in clerk craft will be defined as follows:

Tour 1	Manual Mail Processor
Tour 2	Manual AMS Data Tec Mail Processor Pay location 100 (office) Window Section Bulk mail acceptance unit
Tour 3	Manual

2. Identification of sections in the maintenance craft:

Each occupational group by tour will comprise a section. Split shifts, if any, to be a separate section.

B. IDENTIFICATION OF ASSIGNMENTS WITHIN SECTIONS

In the clerk craft, pay location numbers for the sections listed in Sect A.1 will be used to identify assignments within each location.

14. PARKING

A. Management shall routinely assess its security and parking needs for the facility and make every effort to fulfill those specific needs. Problems which may arise in interpretation of this section shall be a proper subject for labor-management meetings.

B. There shall be reserved for the union a parking space for more than one vehicle, in piggyback configuration.

15. CRAFT ITEMS

A. SENIORITY ITEMS

At the beginning of each quarter, the union shall be furnished an updated seniority list and job list for each craft. The job list shall include the scheme and machine qualifications of all PTF employees. A copy of the seniority list shall be posted on the bulletin board for each craft.

Maintenance craft seniority for the purposes of overtime, holiday scheduling and leave, or any other items not addressed in the national agreement that may occur shall be determined by total maintenance craft seniority within the installation.

B. POSTING AND BIDDING - CLERK CRAFT

1. The union shall be present for the opening of the bids and shall receive a printout of all bid transactions including telephone bids.

2. Results of bidding shall be posted within ten (10) days of the close of the bid.

3. The successful bidder for a vacant assignment will be placed in the assignment within ten (10) calendar days of the posting of the results of bidding.

C. BIDDING & REPOSTING IN THE MAINTENANCE CRAFT

1. Maintenance vacancies to be posted henceforth, by routes or duties included below, tours and days off. This is for the majority of work normally assigned, not meant to limit additional duties which may be assigned on an unusual or infrequent basis, or due to changes in available equipment. Definition of duties:

Electronic technicians: by equipment covered

Building equipment mechanic: by building(s)

Mail processing equipment mechanic: by equipment covered

Maintenance mechanic: by duties and/or buildings

Group leader/custodian, by tour to be covered and routes

Maintenance support clerk: by job assignment

2. No assignment will be reposted when the change in starting time is one (1) hour or less. Changes of duties of fifty percent (50%) or more to require posting and is subject to provisions of Article 38.4.A.4 of the Collective Bargaining Agreement.

3. For the purposes of determining an employee's tour in the maintenance craft, the following start time scheduling will be used:

Tour 1 2100 to 0499

Tour 2 0500 to 1299

Tour 3 1300 to 2099

4. If possible, midway through the posting of positions, list current expected results. This will in no way force any obligations on either management, or employees, and is to be used only as a means of minimizing unexpected results of the maintenance department filling of jobs.

D. MAINTENANCE CRAFT EMPLOYEES AND TEMPORARY HIGHER LEVEL OPENINGS

In order to provide additional work experience and promotional opportunities, the use of casuals in the maintenance craft will be limited to custodial level 3 work, whenever possible.

Openings will be filled first from the preferred assignment register (PAR) then the promotion eligibility register (PER).

Changes of schedule for personal convenience will be granted to cover the assignments to those people in the highest three (3) positions of a PER, that are willing and available, except for senior qualified positions defined by Article 38 Section 5.B.2 and Article 25 Section 4, to enable them to gain experience with the higher level work, without the postal service incurring out-of-schedule premium for the mutually beneficial assignment.

As soon as possible, prior to known openings (for schools; vacations; summer temporary work, i.e., mailbox painting; and/or details) management will post schedules of anticipated openings. Employees may select, by PAR, senior qualified, PER standing, the desired openings and/or dates. Vacation schedules, if in conflict, will determine starting and ending dates for any higher level assignments, to prevent payment for vacation at a higher level. As the assignments progress, management will evaluate the individual's performance and discuss that evaluation with the individual. If the performance is not at an acceptable level, the individual will be told of the deficiencies and will be given time to improve. The time given to improve will depend on the duties assigned. If the individual is not capable of the duties of the current assignment, the individual may be removed from that assignment.