

Local Memorandum of Understanding

Between the

**United States Postal Service
Oneonta, NY**

And the

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

This Local Memorandum of Understanding for the Oneonta, NY Post Office is agreed to effective September 30, 2011.

For the United States Postal Service:

For the American Postal Workers Union:

Laurie MacCracken, Postmaster

Mike Landry, President

Item #1. Additional or longer wash-up periods

Each APWU represented employee will be allowed a three-minute wash up period before lunch and before quitting time.

Item # 2 The establishment of a regular workweek of five days with either fixed or rotating days off.

The regular workweek shall consist of five days with fixed days off.

Item # 3 Guideline for the curtailment or termination of Postal Operations to conform to orders of local conditions warrant because of emergency conditions.

- 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.

Item # 4. Formulation of local leave program.

Ill during vacation

- A. APWU represented employees who become ill while on annual leave during choice period will be allowed to have another selection during the choice period if available.

Re-posting of cancellations

- B. All APWU represented employees will notify management two weeks prior to canceling of prime time leave except in emergency situations. All cancellations shall be re-posted as soon as management is notified of the cancellation. The canceled vacation will be awarded to the next senior clerk, who bids, below the one canceling the vacation. If the foot of the seniority roster is reached, without a successful bidder, then clerks senior to the one canceling a vacation will be considered, by seniority. If no one desires the canceled week, individual days will be bid, on first come first served basis.

- C. 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.

- D. 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.

- E. Military leave: Military leave will not count as part of a APWU represented employee selections for the choice period, nor will it count against the clerks quota for the choice period.

- F. Posting of Scheduling. Management will post the leave chart as soon as it has been completed.

Item # 5. The duration of the choice vacation period(s).

The choice vacation period shall begin with the first full week of May and end with the last week in September for the years 2012, 2013, 2014, 2015, 2016

A. The choice vacation period shall be from March 1 through February 28, except those 3 full weeks in December.

Item # 6. The determination of the beginning day of an employee's vacation period.

A. The leave week during the choice vacation period shall be Monday through Sunday

B. To the maximum extent possible, no employee shall be involuntarily scheduled to work on non-scheduled days, which are adjacent to his or her scheduled vacation.

C. 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.

Item # 7. Whether employees at their option may request two selections during the choice vacation period, in units of either 5 or 10 days.

Clerks at their option may request on one or two selections during the choice period in units of either five or ten or 15 days on the first choice, in accordance with leave earned annually. Any additional prime time vacation available will be granted in the second round or selection with the same rules applying as on first choice. PSE's will select vacation based upon seniority in the office following the Clerk seniority roster. Maintenance shall be a separate section for vacation purposes.

Item #8. Whether jury duty and attendance at National or State Conventions shall be charged to the choice vacation period.

APWU represented employee on jury duty during the choice vacation period will be eligible for another available period within the choice period. Jury duty will not be considered as part of the quota of Clerks off during the choice vacation period.

Item # 9. Determination of the maximum number of employees who shall receive leave each week during the choice vacation period.

All APWU represented employees From Memorial Day Week to Labor Day week, plus Thanksgiving Week and the weeks of local school's winter and spring recesses, vacation slots shall be available equal to 19 % of the authorized positions in the office. Partial slots shall be rounded to the nearest whole number, with even half slots (.50) rounded up. The remainder of the choice period shall be available to 18% of the authorized position.

Item #10. The issuance of official notices to each employee of the vacation schedule approved for such employee.

Each APWU represented employee will submit, following final selection of their choice period, form 3971 in duplicate fill in in all applicable items. A copy, signed by the responsible supervisor will be returned to each employee within 24 hours.

Item # 11. Determination of the date and means of notifying employees of the beginning of the new leave year.

As soon as management receives official notification from Postal Data Center of the beginning of the new leave year, it shall be placed on the bulletin board. This must be no later than the first workday in January.

Item #12. The procedures for submission of applications for annual leave during other than the choice vacation period.

Clerks requesting annual leave outside the choice period must submit form 3971 in advance. Management will reply indicating an approval or disapproval within 3 three-business days following the submission of form 3971. Daily leave shall be granted on a first come first served basis while leave in advance shall be granted on first come first served basis by seniority. These rules will also apply, but are not limited to, weddings, graduations, and extended trips, ECT where advanced planning is necessary. Station Supervisors will date form 3971 when the request for leave is made. Supervisor will indicate numerically the order of receipt of the form on 3971 for identical days. If sufficient replacements are not available to honor all requests, the earliest dated request/ requests will be honored in numerical order.

Item# 13. The method of selecting employees to work on a holiday.

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

1. Part-time flexibles;
2. Volunteers whose designated holiday it is, by seniority
3. PSE's
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.

Item # 14. Whether "Overtime Desired" lists in Article 8 shall be by section and/or tour.

The Clerk craft will be one section. Maintenance Craft shall be its own section

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 Soliciting PTF first then PSE's in that order.

Item # 15. The number of light duty assignments within each craft or occupational group to be reserved for temporary or permanent light duty assignment.

- 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 unrestricted documents.
- 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.
- C. 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.
- D. Light duty is provided in accordance with Article 13 of the Collective Bargaining Agreement.
- E. The names, assigned duties and craft designations of all employees on limited/light duty will be supplied to the union.
- F. All limited/light duty employees will be assigned duties within their own craft prior to assignments in any other crafts.
- G. 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.

Item # 16. The identification of assignments comprising a section, when it is proposed to reassign within An installation employee's excess to the needs of a section.

For purposes of identifying a section as outlined in item 18 article 30 of the National Agreement, it is agreed that the entire Clerk force will be considered one section by level. The Maintenance Craft shall be its own section.

Item # 17. The assignment of employee parking spaces.

Parking spaces shall be designated on a first come first served basis.

Item# 18. The determination as to whether annual leave to attend Union activities requested prior to determination of the choice vacation schedule is to be part of the total choice vacation plan.

Leave for one delegate to attend APWU National and State Biennial Conventions shall not be charged to the choice vacation schedule.

Item # 19. Those other items, which are subject to local negotiations as, provided in the craft provisions of this Agreement.

One-hour radius does not require re-posting. If duties are changed more than 50% or if new qualifications are added to the position through alteration of duties (except for scheme) the position will be reposted. Each window clerk will be allowed personnel time not to exceed ten minutes during the course of their tour if their tour is four hours of continuous duty without a lunch.

Item # 20. Local implementation of this Agreement relating to seniority, reassignments and posting. The Steward or Area Vice-President shall be consulted prior to permanent changes in employee staffing and scheduling. 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.

This Local Memorandum may be amended with the mutual consent of the Postmaster, the Local President and the Labor Relations Representative.