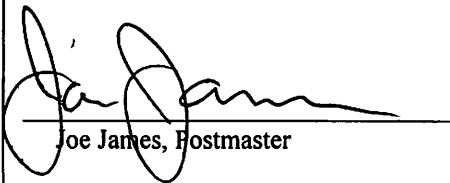


LOCAL MEMORANDUM OF UNDERSTANDING
Between the
UNITED STATES POSTAL SERVICE WATERTOWN, NEW YORK
And the
AMERICAN POSTAL WORKERS UNION, AFL-CIO CENTRAL New York
AREA LOCAL

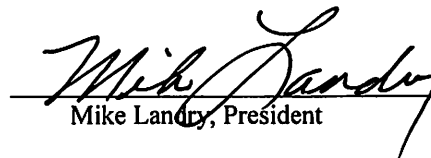
This Local Memorandum of Understanding for the Watertown, NY Post Office is entered into on October 1, 2016 between the representatives of the United States Postal Service and the Central New York Area Local 257 pursuant to the Local implementation provision 2015 National Agreement.

For the United States Postal Service:



Joe James, Postmaster

For the American Postal Workers Union:



Mike Landry, President

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ARTICLE 1: GENERAL PROVISIONS

Union Management Cooperation

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

- A. The Area Vice-President shall be consulted regarding all permanent changes in the schedule or principle duties of all bid positions, including the creation, reversion, and abolishment of positions.
- B. The Union shall automatically be provided with copies of
 - 1. Quarterly updated seniority rosters,
 - 2. All assignment notices and weekly personnel notices.
 - 3. All Daily Overtime Alert Reports.

SECTION 1.2 GUIDELINES FOR CURTAILMENT OF QPE RATIONS

- A. The Area Vice-President or other Union Officer shall be consulted, to the extent possible, regarding the decision to curtail postal operations.
- B. All possible means shall be used to notify affected employees of the curtailment of postal operations. This will include but is not limited to, a phone chain, radio, and/or local television to inform employees.
- C. The Employer shall give employees stranded at work every reasonable consideration and the Employer will seek help from the Emergency Management Office, if necessary, to aid employees stranded.
- D. In determining an employee's ability to report for work, consideration shall be given to governmental directives, the operational status of comparable industries, and general conditions.

SECTION 1.3 WASH-UP POLICY

- A. All employees shall be granted a five-minute wash-up time prior to lunches, end tours and as necessary when performing dirty work or working with toxic materials.
- B. Wash-up time will be used for safety and hygiene purposes only.

SECTION 1.4 GENERAL PARKING PROVISIONS

- A. Parking spaces in excess of USPS needs for Rural Route carries, assigned GSA vehicles and the current number of Handicap spaces, will be available on a first come first serve basis, in the employee parking lot.

SECTION 1.5 SNOW REMOVAL

- A. Snow removal requirements shall follow the Standard Operating Procedure for the Watertown Postal Facility.

ARTICLE 2: LIGHT DUTY

SECTION 2.1 LIGHT DUTY ASSIGNMENTS

- A. Every employee who submits a written request for light duty and supplies the appropriate supporting documentation shall be given consideration for temporary light duty assignment, which shall be granted in accordance with Article 13.C of the National Agreement.
- B. No light duty assignment shall be at the detriment of any full duty full time regular employee or employees bid assignment.
- C. Light duty assignments shall be on a first come first serve basis as needed. Any task that falls within the clerk craft and is within the employee's physical limitations may be included in a light duty assignment.

- D. Other bargaining unit employees shall not be assigned to work within the Clerk Craft or on Clerk Craft duties when sufficient light duty assignments are not available to members of the Clerk Craft who could perform these duties
- E. Management shall provide the Union with a copy of the job description of any employee rehabbed into a Clerk position.
- F. The Union shall be advised of any employees who are given light duty assignments.
- G. Light duty assignments shall take into consideration not only the physical limitations of the employee but attempt shall be made to maintain the employee's original schedule unless there are overriding concerns on the part of Management or the Union or the physical limitations of the employee prevent it.
- H. Provisions of this article shall apply to both the Clerk Craft and the Maintenance Craft.

SECTION 2.2 IDENTIFYING LIGHT/LIMITED DUTY ASSIGNMENTS

- A. Limited duty assignments shall be made in accordance with contractual provisions of the National Agreement and the provisions of the appropriate OWCP rules and regulations.
- B. Every effort shall be made to construct limited duty assignments to provide meaningful work within the employee's physical restrictions.
- C. Any task that falls within the Clerk Craft and is within the employee's physical limitations may be included in a limited duty assignment.
- D. No limited duty assignment shall be made that is to the detriment of another full-time regular employee's bid job or schedule.
- E. The Union shall be advised of any employees who are given light duty assignments.

ARTICLE 3: SCHEDULING

SECTION 3.1 SENIORITY

Total in-office craft seniority shall be used in sections, which include employees in two or more bidding units within the same craft.

SECTION 3.2 SECTION ASSIGNMENT

- A. Sections, for all purposes, shall be as follows
 1. Tour 1 City Manual Clerks Section (all manual clerk craft employees possessing city scheme);
 2. Tour 1 SCF Manual Clerks Section (all other manual clerk craft employees);
 3. Tour 1 Mail Processors Section
 4. Tour 2 Manual Distribution Clerks Section; (includes Box Mail Clerk);
 5. Tour 2 Window Clerks Section (Window Technician, Window Clerks, and Window Clerk Relief's);
 6. Tour 2 Bulk Mailroom Section (Bulk Mail Clerk, and Bulk Mail Clerk relief(s) and or backup(s);
 7. Tour 2 Accounting /Secretarial Section; (General Clerk(s), General Expediter/Timekeeper, Accounting Clerk and relief(s) or backup(s) for any of the afore mentioned positions);
 8. Tour 3 SCF Manual Clerks Section;
 9. Tour 3 Mail Processors Section;
 10. Custodial Laborers Section;
 11. Electronic Technician's Section;
 12. Building Maintenance Section (Building Equipment Mechanic, Maintenance Control Technician, and General Mechanic and relief(s) or backup(s) for any of the afore mentioned positions);
 13. Fort Drum Finance Station Clerks Section;
- B. Tours shall be identified as follows: 2300 to 0699 hours is Tour one; 0700 to 1499 hours is tour two; 1500 to 2299 hours is tour three; the tour on which the plurality of an employee's regular schedule falls shall be their tour for the purpose of identification of sections.

- C. Employees with assigned duties in two or more sections shall be part of the section in which a plurality of their regular schedule is spent.
- D. The categories of employees with coverage and/or as-needed duties are defined as follows:
 - 1. Relief's/ by bid assignment cover absences within a unit or section, and are subject to scheduling pursuant to the provisions of the Relief and Pool Assignment Memorandum;
 - 2. Backups, by bid assignment, cover absences within a unit or section or provide additional personnel on an as needed basis, and are not subject to the Relief and Pool Assignment Memorandum;
 - 3. Utilities, by bid assignment, work a fixed portion of their schedule covering non-scheduled days within a section or unit.

SECTION 3.3 REGULAR SCHEDULES

- A. All regular employees 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.

SECTION 3.4 POSTING AND BIDDING

- A. All bid notices, notices of intent, and notices soliciting application shall be posted for a minimum of ten days, unless canvassed; postings of awards shall be made within two days of the close of posting.
- B. The 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 employees in order of seniority, rather than by posting of notices. Canvassing shall consist of circulating a written description of the job being offered; with spaces for employees to sign indicating that they are accepting or declining the job.
- D. Successful bidders or applicants, including PTFs being converted to regular, shall be assigned or detailed to their new position on the Saturday following award, provided all qualifications are met; tour changes shall be accommodated by annual leave, leave-without-pay or revised schedules, at the employee's option.
- E. Bid positions shall be reposted if:
 - 1. The non-scheduled days are changed;
 - 2. Bid jobs start times may be changed up to and including one hour without necessitating reposting of the bid job. If a bid job start time is changed more than one hour but no greater than two hours, the incumbent shall have the option to keep the bid job. If the incumbent does not wish to keep a job bid that has had the start time changed by more than one hour but no more than two hours, the bid job shall be reposted.
 - 3. In the Clerk craft, the job description changes, the principle duties change in excess of 50%, relief or backup duties are added or deleted, or scheme assignments are added or deleted;
 - 4. In the Maintenance craft, the duties are changed in excess of 25%;
 - 5. Measurement of all such changes shall be cumulative, based on the position as last awarded.

SECTION 3.5 OVERTIME SCHEDULING

- A. Overtime Desired Lists shall be established on a calendar quarterly basis in each section set forth in section 3.2 and shall be divided into three portions, one for overtime on regularly scheduled days, a second for overtime on non-scheduled days and a third for Out of Section, and a notation to add an * next to your name if you desire to work penalty overtime. Rotation of overtime opportunities shall be separate in each portion of the list.
- B. Employees with duties in two or more sections shall be entitled to sign the overtime desired list in each, but shall be eligible for before tour overtime only in the section in which they begin tour on that day, after tour overtime only in the section in which they end tour on that day, and for non-scheduled day overtime only in the section to which assigned per Article 3.2.
- C. Employees on an overtime desired list may remove their name from the list during the quarter, and employees not on the list may add their names during the quarter; however, no employee shall change their status more than once in a quarter, or to relieve themselves of obligated overtime, except as provided for in D below or by the mutual consent of the Area Vice President and Local Postmaster due to severe personal need.

- D. Employees whose assignment changes during the quarter shall be re canvassed for the overtime desired lists.
- E. The Union shall be provided with copies of the overtime desired lists in all sections by the first day of each quarter.
- F. A copy of the lists shall be posted, and employees shall be allowed to examine the continuously updated office copies of the lists.
- G. Except in unforeseeable circumstances, employees shall be:
 - 1. Notified one hour in advance of after tour overtime, by the preceding day's end tour for before tour overtime,
 - 2. Notified forty-eight hours in advance for non-scheduled day overtime;
 - 3. Notified in advance, the general anticipated duration of overtime;
 - 4. Given the opportunity to notify their families for transportation;
 - 5. Employees shall not be involuntarily scheduled with less than ten hours between tours, except where failure to schedule would conflict with Article 8 of the National Agreement.
- H. After making maximum use of the overtime desired list within a section, all reasonable efforts shall be made to use overtime desires from other sections who have demonstrated the necessary skills and have a compatible schedule; it is solely the employee's responsibility to inform management of their willingness to work overtime outside their assigned section.
- I. After the overtime time desired lists have been exhausted, management will make every reasonable effort to solicit volunteers for overtime prior to mandatory overtime being assigned.
- J. Recording of opportunities/assignments for overtime shall be as follows:
 - 1. On the Overtime Desired Lists, opportunities worked or for which the employee was excused, shall be counted;
 - 2. On the Overtime Non-Desired Lists, only those assignments worked shall be counted;
 - 3. Rotation shall be separate within each portion of each list, and shall be based upon equal opportunities, not equalization of hours;
 - 4. Opportunities worked in other sections, or as volunteers from the overtime non-desired list shall not be counted.

SECTION 3, 6 HOLIDAY SCHEDULING

- A. Fourteen (14) days prior to the Tuesday preceding the workweek in which the holiday falls a "Holiday Volunteer Canvas Roster" shall be posted on the Union Bulletin Board and shall remain posted for a period of ten (10) consecutive calendar days. Employees desiring to work the holiday or day designated as their holiday shall indicate so by signing the roster within that ten- (10) day period. At the end of the ten (10) day period, the "Holiday Volunteer Canvas Roster" shall be removed and holiday work schedules shall be formulated and posted per the National Collective Bargaining Agreement between the United States Postal Service and the American Postal Workers Union, AFL-CIO.
- B. Holiday scheduling shall be done independently within each section; employees shall be scheduled to work, subject to necessary skills, in the following order:
 - 1. Part-time Flexible employees who have volunteered to work the holiday;
 - 2. Part-time Flexible employees;
 - 3. Volunteers whose designated holiday it is, by seniority;
 - 4. Casuals;
 - 5. Employees who have indicated their desire to work overtime on their non-scheduled days on the overtime desired list by seniority;
 - 6. Volunteers for overtime, other than Desires, by seniority;
 - 7. Employees who would be mandated to work overtime on their non-scheduled days, by rotation of the list;
 - 8. Mandatory scheduling employees for their designated holiday, by juniority.

ARTICLE 4: ANNUAL LEAVE

SECTION 4.1 GENERAL PROVISIONS FOR ANNUAL LEAVE

- A. All employees shall draw their choice vacations from the section to which they are assigned on December 1, except that those who are the successful bidder/qualified applicant on a job in another section as of December 1 shall draw from the section to which they will be reassigned as a result of the bid/application.
- B. All vacation rosters shall be broken into Monday through Sunday weeks; to the maximum extent possible/ no employee shall be involuntarily scheduled to work on non-scheduled days which are adjacent to their scheduled vacation week. Each employee's (including PTF's) actual vacation week shall begin .on their first non-scheduled day of the roster vacation week, except those employees who are non-scheduled on Fri/Sat shall begin their vacation on the Sunday before the roster vacation week for which they sign. PTF vacation week shall encompass at least seven days.
- 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.
- D. Employees reassigned to another section shall carry all approved annual leave with them; neither shall the losing section have option on the vacation slots leaving the section, nor shall the employee be denied the carried leave solely because all available slots in the gaining section are filled.

SECTION 4.2 CHOICE VACATIONS

- A. The choice vacation period shall be from the first Monday in January to the second Sunday in December.
- B. The number of vacation slots available in each week shall be as follows:
 - 1. From Memorial Day week to Labor Day week, and in the weeks of Watertown Public School Systems winter and spring breaks and in Thanksgiving Day week/ slots shall be available in each section equal to 17% of all positions assigned to the section.
 - 2. During the remainder of the choice period/ the percentage shall be 14%.
 - 3. In applying the above percentages/ decimals shall be rounded to the nearest whole number and even half numbers rounded up; there shall be at least one slot per week per section.
- C. No employee shall hold up the roster for more than 2 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(s)/ but shall not be entitled to bump junior employees who have made selections in the interim.
- D. Starting on December 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, take their allowed number of weeks in one continuous selection or two non-consecutive selections.
- E. 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.

SECTION 4.3 INCIDENTAL LEAVE REQUESTS

- A. An updated vacation schedule shall be conspicuously posted throughout the year.
- B. Incidental annual leave requests shall be submitted on PS Form 3971, and, to the maximum extent feasible, shall be personally delivered to the employee's immediate supervisor. PS Form 3971 for incidental leave requests shall not be submitted or approved prior to the completion of the second choice vacation selections; except when the incidental leave falls during the current choice vacation selection period.
- C. Except in circumstances of extreme need, incidental requests for annual leave shall be granted on a first-come, first-served basis.

- D. Leave for employees/ who submit PS Forms 3971 at least seventy-two hours in advance for a day(s), which remain open, shall be approved. If two or more employees submit for the same day(s) at the same time/ the senior employee's leave shall be approved.
- E. Requests for incidental annual leave shall be approved or disapproved:
 - 1. Within one hour, for requests submitted for the same day;
 - 2. By the employee's end tour on the day before the planned leave usage;
 - 3. Within a maximum of seventy-two hours;
- F. Disapproved 3971's shall be maintained showing the date and time submitted/ so that/ should leave become available/ it can be granted to the employee who first requested it.
- G. Adequate documentation of the tardiness or absence of a volunteer fireman due to a working fire or emergency call shall consist of a statement from their department chief or other ranking officer clearly stating that they were performing emergency duties reasonably necessary to the department's efforts.
- H. Annual leave or leave-without-pay offered by management due to light workloads shall be granted on an equitable basis with consideration given to seniority within each section.

SECTION 4.4 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 fourteen calendar days prior to the start of such vacation.
- C. The vacation selections of employees who leave the installation shall be treated as having been canceled.
- D. Normally/ the employer shall cancel employee's scheduled vacations due to insufficient annual leave by providing written notice to the employee at least seven calendar days prior to the start of such vacation.
- E. All canceled choice vacation selections shall be posted and made available/ by seniority/ to those employees who have not had an opportunity to select those weeks.