

The
Local Memorandum of Understanding

between the

**UNITED STATES POSTAL SERVICE
SYRACUSE, NY**

and the

**AMERICAN POSTAL WORKERS UNION, AFL-CIO
CENTRAL NEW YORK AREA LOCAL**

(BOLD TYPE REFLECTS CHANGE OR NEW LANGUAGE)

This Local Memorandum of Understanding for the Syracuse, New York Post Office is agreed to be effective September 28, 2011.

For the United States Postal Service:

For the American Postal Workers Union:

Barry McCann, Labor Relations Specialist

Mike Landry, President APWUCNYAL

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Article 1: Union-Management Cooperation

SECTION 1.1 AMENDING THIS MEMORANDUM

A. Future changes that effect this LMOU shall be subject to Labor/Management meetings. Agreements reached at such meetings shall be binding and subject to Article 15 provisions

SECTION 1.2 PROVISION OF INFORMATION

A. The Craft Director or President / Vice-President shall be consulted as much in advance as possible regarding all proposed changes in the schedule or principle duties of all bid positions, including the creation, reversion and abolishment of positions, and, upon request, provided with all relevant information.

B. The Union shall automatically be provided with copies of:

1. Quarterly updated seniority rosters;
2. All assignment notices and personnel notices;
3. All letters of warning, suspension and removal;
4. All letters of sick leave restriction and rescission of restriction;
5. All assignments to EAS and OIC positions for Syracuse employees.

SECTION 1.3 CURTAILMENTS OF OPERATIONS

A. The President or Executive Vice President shall be notified of the curtailment of operations.

B. All possible 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. A condensed version of the procedures for emergency evacuation due to fires or bomb threats shall be conspicuously posted on all official bulletin boards.

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.

Article 2: Sections

SECTION 2.1 SENIORITY

Total in-office craft seniority shall be used in sections, which include employees in two or more bidding units within the same craft. In the maintenance Craft, total in office craft, in the installation seniority will be used for overtime, holiday and vacation purposes. Par seniority date is for job bidding only.

SECTION 2.2 SECTION ASSIGNMENT

A. 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.

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. *(Exception: Those sections with begin tours between 12:00 and 19:99 are considered Tour 3 for all purposes. Once the remaining positions are vacated that fit this criteria this language will not longer exist)*

- 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. All employees shall draw their choice vacations from the section to which they are assigned on February 1, except that those who are the successful bidder/qualified applicant on a job in another section as of February 1 shall draw from the section to which they will be reassigned as a result of the bid/application.

SECTION 2.3 SECTIONS FOR VACATION SELECTION AND OVERTIME

1. Motor Vehicle Drivers;
2. Transportation General Clerk
3. VMF Stock Room Clerks;
4. Administrative Clerk MVS Craft;
5. Automotive Mechanics Level 7;
6. Automotive Technician Level 8;
7. Lead Automotive Technician level 9;
8. Motor Vehicle Body Repairmen;
9. Custodian. Laborers, **P&DC** Tour 1;
10. Custodian. Laborers, **P&DC** Tour 2;
11. Custodian. Laborers, **P&DC** Tour 3;
12. Custodian. Laborers, Franklin, Teall Station and Solvay Branch, Downtown Station and Station relief's;
13. Maintenance Support Clerks, PS-06
14. Maintenance Support Clerks, PS-07
15. Maint. Mechanics, Tour 2;
16. Electrician, Letterbox Mechanic, Painter
17. Maintenance Mechanic, Tour 3 & Maintenance Mechanic 1.
18. Building Equipment Mechanics Tour 2
19. Building Equipment Mechanics Tour 1 and Tour 3
20. Area Maintenance Technicians;
21. MPE's, Tour 1;
22. MPE's, Tour 2;
23. MPE's, Tour 3;
24. Electronics Tech., Tour 1;
25. Electronics Tech., Tour 2;
26. Electronics Tech., Tour 3;
27. Incoming Manual Distribution Clerks, Tour 1
28. Outgoing Manual Distribution Clerks, General Expeditors, Tour 1;
29. FSM Clerks, Tour 1;
30. SPBS Clerks, Tour 1;
31. Outgoing Manual Distribution Clerks, General Expeditors, Tour 2;
32. FSM Clerks, Tour 2;
33. SPBS Clerks, Tour 2;
34. Outgoing Manual Distribution Clerks, General Expeditors, and General Clerks, Tour 3;
35. FSM Clerks, Tour 3;
36. SPBS Clerks, Tour 3;
37. Rehabilitated Clerks, Tour 1
38. Rehabilitated Clerks by finance number Tour 2;
39. Rehabilitated Clerks, GMF Floor, Tour 3;
40. Mail Processor Clerks, Letter Automation, Tour 1;
41. Mail Processor Clerks, Letter Automation Tour 2;
42. Mail Processor Clerks, Letter Automation Tour 3;
43. Illustrator
44. In Plant Support Clerk
45. Procurement Clerk

Customer Service Sections

1. **GMF Window**
2. **GMF Carrier Section, Mattydale, and Postage Due**
3. **Colvin**
4. **Franklin Square Station and Federal**
5. Downtown Finance Station
6. Solvay Branch
7. Onondaga Branch
8. Dewitt Branch
9. **Teall station, Eastwood and University**
10. Business Mail Acceptance Unit
11. CFS
12. Data Collection
13. Loose in the Mails
14. Mail Classification
15. **Postmaster Secretary**

2.4 Sections For Excessing Purposes

1. In the Maintenance and Motor Vehicle craft by occupational code and level.
2. In the Clerk Craft Plant, by Automation, Mechanization, and Manual by tour.
3. In the Clerk Craft Customer Service by level
4. Retreat Rights for Clerk Craft Customer Service: Employees excessed from their stations but not from the customer service section will retain retreat rights back to the station from which they were excessed. Employees excessed from their station and also the customer service section will retain retreat rights back to the customer service section only.

Article 3: Scheduling

SECTION 3.1 REGULAR SCHEDULES

- A. All regular employees shall have fixed non-scheduled days.
- B. To the maximum extent practicable within operational needs shall have consecutive non-scheduled days and be non-scheduled on Saturday and/or Sunday.

SECTION 3.2 POSTING AND BIDDING

- A. For the Clerk Craft only, 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. Jobs will be posted on Thursday and will close after 10 days on Sunday at Midnight._
- B. The Union shall be provided with copies of all job postings and awards, including canvassing and PSE 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 PSE's being converted to regular, shall be assigned or detailed to their new position on the Saturday following award, provided all qualifications are met by 1500 on Wednesday, or 2400 on Monday in those weeks prior to a holiday week; assignment may be delayed with the consent of the Craft Director or Local 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 two (2) hours;
 3. The job description or principal facility changes in the Clerk craft, or the duties are changed in excess of **50% and 25% in the Maintenance craft;**
 4. Measurement of all such changes shall be cumulative **in accordance with the National Agreement,** based on the position as last awarded.
- F. When requested by the union, on or before November 1, all full-time MVO, TTO positions shall be posted in January of each year and the resulting bid assignments shall be effective the first full pay period in February. The Craft Director shall be consulted at least fourteen days in advance of the reposting and notified of all proposed changes and the reasons for the changes. Reposting shall be by canvassing roster, by seniority, by section. Employees will be notified of their turn to bid. No one may hold the roster more than one day except if the employee is unavailable. If an employee is unavailable for this purpose, the Transportation Manager and the Craft Director will mutually agree upon a resolution. The parties agree that the yearly reposting will result in no loss of work or duty assignments.
- G. In the VMF, duty assignments may be posted for bid once each year upon mutual agreement between the VMF Manager and the MVS Craft Director at the local level.
- H. In the MVS craft, when requested by the union, any duty assignment shall be reposted if the starting time change exceeds 2 hour in change or if the non-scheduled days are changed or if more than 20% of the scheduled duties are changed.
- I. In the MVS Craft when filling details to bargaining unit work the employer shall give first consideration to the assignment of available and qualified MVS employees by seniority from the immediate work area where the detail exists. Details are defined as activities that would not normally be within the duties and responsibilities of the employee's position.

SECTION 3.3 OVERTIME SCHEDULING

- A. Overtime Desired Lists shall be established on a calendar quarter basis in each section set forth in section 2.3, 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. Employees volunteering for penalty overtime shall have an * placed by their name.
- 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 by Article 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, except as provided for in E below or by mutual consent of the division (craft) director and unit manager due to severe personal need.
- D. Employees whose assignment changes during the quarter shall be reconvassed for the overtime desired lists.
- E. The Union shall be provided with copies of the overtime-desired lists in all sections, and the overtime mandatory lists in Mail Processing, 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. Employees shall be provided with notice and accommodations for overtime as follows:
1. To the maximum extent possible non-overtime desirables shall be notified one hour in advance of after tour overtime, by the preceding day's end tour for before tour overtime, and forty-eight hours in advance for non-scheduled day overtime;
 2. Overtime desirables shall normally be notified one hour in advance of after tour overtime, by the preceding day's end tour for before tour overtime, and forty-eight hours in advance for non-scheduled day overtime;
 3. All employees shall be notified in advance of the anticipated duration of overtime and be given the use of USPS phones to notify their families, rides, etc. of their status and subsequent changes in that status;
 4. Employees shall not be involuntarily scheduled with less than ten hours between tours, except where failure to so schedule an overtime desirer would conflict with Article 8 of the National Agreement, however management shall give serious consideration to overtime desirers' requests to be excused from overtime due to less than ten hours between tours.
- H. Selection process for overtime:
1. Overtime Desirables regardless of overtime rate within a section;
 2. Overtime Desirables out of section;
- It is solely the employee's responsibility to inform management of their willingness to work overtime outside their assigned section.
- I. Recording of opportunities/ assignments for overtime shall be as follows:
1. On the overtime-desired lists, opportunities worked for which the employee was excused shall be counted.
 2. On the overtime Non-desired list, only those assignments worked shall be counted.
 3. Rotation shall be separate within each portion of the list.

SECTION 3.4 HOLIDAY SCHEDULING

Holiday scheduling shall be done independently within each section; employees shall be scheduled to work, subject to necessary skills, in the following order: _

1. Volunteers whose designated holiday it is, by seniority;
2. PSE's
3. Overtime Desirees whose non-scheduled day it is, by rotation of the list;
4. Volunteers for overtime, other than desirees, by seniority;
5. Mandatory scheduling employees for overtime, by rotation of the list;
6. Mandatory scheduling employees for their designated holiday, by juniority.

SECTION 3.5 WASH-UPS

All employees shall be granted reasonable wash-up time in accordance with Article 8.9 of the National Agreement

Article 4: Leave

SECTION 4.1 GENERAL PROVISIONS FOR ANNUAL LEAVE

- A. All vacation rosters shall be broken into Monday through Sunday weeks. Each employee's actual vacation week shall begin on their first non-scheduled day of the roster vacation week, except that employees who are non-scheduled on Friday and Saturday shall begin their vacation on the Sunday before the roster vacation week for which they sign.
- 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 week.
- C. 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.
- D. Each employee shall be given a copy of the approved vacation schedule for their section, based on the first and second rotations.
- E. Management will post the beginning date of the following leave year

SECTION 4.2 CHOICE VACATIONS

- A. The choice vacation period shall begin on the third Monday in March and include the entire year, except for those three full weeks, which include the period of December 10 to 24. The six-day period starting December 26 and ending December 31 will also be considered for choice vacation period.
- B. The number of vacation slots available in each week shall be as follows:
1. From Memorial Day Week to Labor Day Week, plus Thanksgiving week and the weeks of local school's winter and spring recesses, slots shall be available in each section equal to 18.5% of all regular positions assigned to the section plus the average PTF complement.
 2. During the remainder of the choice period, the percentage shall be 15%.
 3. In applying the above percentages, product 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. Starting on February 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.
- 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. In sections with more than ten employees, no employee shall hold up the roster for more than one day on either rotation; in sections with ten or less employees, no employee shall hold up the roster 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.
- F. Leave for seven delegates to attend APWU National and State Biennial Conventions shall not be charged to the choice vacation schedule.

SECTION 4.3 INCIDENTAL LEAVE REQUESTS

- A. Between March **10** and March **13** of each choice year, requests for incidental annual leave may be submitted on PS Form 3971, and, to the maximum extent feasible, shall be personally delivered to the employee's immediate supervisor. All leave applications received during this period will be considered as having been received at the same time. Section and tour shall apply to leave approval. Employees may submit up to 5 leave requests (3971's) during this period and approval will be on a seniority basis. Management shall respond to leave request submitted by March **15**. All other Incidental requests for annual leave shall be granted on a first-come, first-served basis by section, except in circumstances of extreme need as jointly determined by the section steward and supervisor
- B. All annual leave requests made forty-eight or more hours in advance shall be granted to the maximum extent practicable.
- C. Requests for annual leave requests shall be considered disapproved until the receipt of an approved PS form 3971 by the employee. Management shall abide by the following time limits:
1. Within one hour, for requests submitted for the same day;
 2. By the employees end tour, for requests submitted for the following day.
 3. By the employee's scheduled end tour on the following day, for requests submitted two or more days in advance.
- D. Disapproved PS Forms 3971 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.

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, unless agreed to by the section steward and manager.
- 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. The employer shall cancel employee's scheduled vacations due to insufficient annual leave by providing written notice to the employee at least fourteen calendar days prior to the start of such vacation. Sufficient annual leave shall be defined as eight hours less than the full amount of annual leave needed to cover the vacation week, except in those circumstances which warrant special consideration as mutually agreed by the Union and Management.
- E. The section Steward or in MVS, the Supervisor, Transportation Operations — shall be notified of all canceled vacations, and shall recanvas, by seniority, employees who have not had an opportunity to select those weeks.

Article 5: Light Duty

SECTION 5.1 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 duties of their bid position due to non-OWCP-compensable injuries or illnesses; this definition does not include employees whose only limitation is eight hours per day and/or forty hours per week. Light duty is provided in accordance with Article 13 of the National Agreement, and all request 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.
- C. Except where operationally impossible, all limited duty assignments shall maintain the employee's bid or other assigned hours and non-scheduled days.
- D. All possible light/limited duty work within an employee's craft shall be exhausted before work is assigned in another craft.
- E. No employee shall be assigned light/limited duty to the detriment of an existing bid position.
- F. Light duty shall be established as needed in the Motor Vehicle and Maintenance Craft.

SECTION 5.2 PROVISION OF INFORMATION

- A. The Union shall be provided with copies of light/limited duty assignment letters for all APWU bargaining unit employees and all other employees assigned to any duties normally performed by APWU bargaining unit personnel.
- B. Management shall provide the Union with a copy of the accepted job offer for those employees who are designated as permanently disabled and are referred to the Postal Service by OWCP within the scope of the guidelines set forth by the Department of Labor and USPS.

SECTION 5.3 LIGHT DUTY WORK

- A. When it is necessary to assign a clerk craft employee to light duty work outside their bid or other assigned position, such assignment may include, but is not limited to:
 - 1. Verifying no-obvious-value mail;
 - 2. Assisting in postage due, nixies, registry or mailing requirements;
 - 3. Sorting primary, secondary and box section letters and flats;
 - 4. Such other duties as the employee can perform within his/her medical limitations.
- B. When it is necessary to assign a maintenance craft employee to light duty work outside their bid or other assigned position, such assignment may include, but is not limited to, custodial and general office duties.

- C. When it is necessary to assign a motor vehicle craft employee to light duty work outside their bid or other assigned position, such assignment may include, but are not limited to:
1. Shuttling, fueling and cleaning vehicles;
 2. Cleaning work areas;
 3. Assist stockroom personnel;
 4. Filing work records, assisting in form preparation and other clerical duties;
 5. Transporting mis-sent/misdirected mail within the Syracuse operational area;

Article 6: Parking

SECTION 6.1 GENERAL PARKING PROVISIONS

- A. All reasonable efforts will be made to initiate and maintain free parking for all employees at all facilities.
- B. All Parking shall be on a first-come first served basis, except for those spaces reserved by this article.
- C. All reserved parking shall be clearly marked by permanent signs.
- D. Where parking spaces are reserved for "Medical Permit Parking", such permits shall be issued based upon greatest need, to include pregnancy, as jointly determined by the Local President and The Plant Manager, or Postmaster (as appropriate).

Section 6.2 Parking at GMF, VMF and AMF

- A.** Reservation of spaces in the General Mail facility northeastern parking lot shall include:
1. The four southernmost spaces along the west fence, plus the first space on the southern fence for handicapped employees.
 2. The remaining eight spaces along the western fence up to the driveway entrance for USPS officials;
 3. The next three spaces along the southern fence for "Medical Permit" parking.
 4. The next two spaces for Credit union parking
 5. The next four spaces along the southern fence for motorcycle parking from April 1 to November 30.
 6. The westernmost twenty-three spaces along the northern fence for USPS owned/leased vehicles (however, such vehicles may park in first-come first-served parking in this lot as necessary to facilitate snow removal).
- B.** Reservation of spaces in the General Mail Facility northwestern parking area shall include:
1. Nine spaces on the northern side of the fence (by the maintenance entrance) for USPS Officials. All parking spaces on the south side of the fence by Maintenance entrance shall be reserved for Maintenance vehicles and Maintenance management;
 2. Three spaces against the maintenance dock doors for USPS owned/leased vehicles;
 3. Adequate space in front of the bulk mail dock doors for bulk mail acceptance unit customers;
- C.** All spaces in The General Mail Facility southwestern parking lot, except two reserved for handicapped employees, shall be reserved for motor vehicle, delivery unit and procurement employees.
- D.** All spaces in The General Mail Facility front parking lot shall be reserved for customers.
- E.** Reservation of spaces at the General Mail Facility in other parking areas shall include:
1. Two spaces at the northern end of the east dock area for those employees with Handicapped permits.
 2. All other parking along the rear of the building and on the eastern and southern sides of the VMF for VMF employees and USPS owned/leased vehicles.

SECTION 6.3 PARKING AT STATIONS AND BRANCHES

- A.** Reservation of spaces in the Colvin Station parking lot shall include:
1. The Colvin Street lot for customer parking;
 2. Assigned spaces adjacent to the building for USPS owned vehicles;
 3. Sufficient spaces for all employees on a first-come, first-served basis.
- B.** Reservation of spaces in the DeWitt Branch parking lot shall include:
1. The front parking area for customers;
 2. Assigned spaces adjacent to the building for USPS owned vehicles;
 3. Sufficient spaces for all employees on a first-come, first-served basis.
- C.** Reservation of spaces in the Downtown Station parking lot shall include:
1. **Three** spaces for USPS officials. All others first come first served
- D.** Sufficient spaces shall be requested for all assigned employees in the Federal Building Finance Station parking garage.
- E.** Reservation of spaces in the Onondaga Branch parking lot shall include:
1. The front parking area for customers;
 2. Assigned spaces adjacent to the building for USPS owned vehicles;
 3. Sufficient spaces for all employees on a first-come, first-served basis.
- F.** Reservation of spaces in the Franklin Station parking lot shall include:
1. Assigned spaces inside building garage for USPS owned vehicles;
 2. Sufficient spaces for all employees on a first-come, first-served basis.
 3. Five spaces adjacent to building for USPS officials

4. The front parking area for customers.

G. Reservation of spaces in the Solvay Branch parking lot shall include:

1. The front parking area for customers;
2. Assigned spaces adjacent to the building for USPS owned vehicles;
3. Sufficient spaces for all employees on a first-come, first-served basis.

H. Reservation of spaces in the Teall Station parking lot shall include:

1. The front parking area for customers;
2. Assigned spaces adjacent to the building for USPS owned vehicles;
3. Three spaces adjacent to the building for USPS officials;
4. Sufficient spaces for all employees on a first-come, first-served basis.