

**Local Memorandum of Understanding
Between
American Postal Workers Union Local 215
And
The United States Postal Service
L&DC 14606**

2010 - 2015

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APWU CLERK CRAFT

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MEMORANDUM OF UNDERSTANDING

The following constitutes the understanding between the United States Postal Service and the American Postal Workers Union regarding the conclusion of negotiations pursuant to Article 30, "Local Implementation".

These local implementations shall become effective at the Rochester, New York L&DC **October 1, 2011** and shall expire **May 20, 2015**, concurrent with the National Agreement.

Article 1 - Union Recognition

1. In accordance with Article 1, Section 1, of the National Agreement, the Rochester Area Local (APWU) shall be recognized as the exclusive bargaining unit representative for all employees in the bargaining unit for which each has been recognized and certified at the national level.

Article 8 - Hours of Work

1. Employees will be afforded a five minute wash-up period prior to their lunch and end tour.
2. Every effort shall be made to have work schedules with fixed days off with the majority being two consecutive days off with a weekend day.
3. The decision for curtailment or termination of Postal Operations to conform to the orders of local authorities or as local conditions warrant because of emergency conditions, shall be made by the installation head. The Evacuation Plan will be given to the APWU on an annual basis. For extreme environmental conditions due to unforeseen circumstances, consultation will take place between the parties.
4. Overtime Desired Lists will be by tour, craft and wage level. There shall be one list for scheduled days and one for non-scheduled days rotating opportunities by seniority. Each list shall rotate independently of each other. The pecking order for overtime shall be full time regulars on the overtime desired list, **PSE'S** and full time regular non-volunteers.
5. When the opportunity for overtime exists a general overtime announcement will be made over the PA system approximately 1 hour in advance of the scheduled overtime. Subsequent to the announcement specific employees will be contacted.
6. When overtime is available both before and after tour on a given day the employee's preference, by starting time, will be honored in OTDL rotation order.
7. Employees will be afforded two (2) 15-minute breaks within their 8 hour tour of duty. These breaks will occur after approximately 2 hours. Overtime breaks will be consistent with this provision for all employees.

Article 10 - Leave

1. The choice vacation period shall be from the first week in May through the second full week of September. In addition, the week of Thanksgiving will be included.
2. The number of regular employees to be granted leave during the choice vacation period shall be 15% of the career workforce and this figure will not be rounded. Employees at their option may request two (2) choices of annual leave in choice vacation. In units of five (5) and five (5), five (5) and ten (10) or fifteen (15) continuous calendar days. These shall be selected by seniority, by tour. Requests for incidental Annual Leave during the non-choice vacation period will be submitted on a duplicate PS Form 3971 no earlier than 60 days in advance and no later than the Tuesday prior to the service week in which the Annual Leave is desired. Approval or denial of the request for Annual Leave up to 8% will be given within 7 days of submission.
3. The period of December 1st through December 24th is neither a choice nor a non-choice period. All requests for leave during this period will be at the discretion of management. Requests for annual leave during the non-choice period will be granted in accordance with seniority.
4. Any employee who exhausts his or her annual leave before his or her scheduled vacation period shall have that scheduled vacation period declared null and void.
5. Vacation selection forms and notice of the vacation selection period will be posted by January 4th with forms returned by January 20th. Should these dates fall on a Sunday or Holiday, the next regular workday will be used. The approved vacation schedule will be posted by February 10th. Vacation requests for the period of January through February will be submitted on Form 3971 and be subject to negotiated language.
6. Office clerical and maintenance by occupational group and level and tour will be separate sections for vacation selection.
7. Jury Duty and attendance at National or State Conventions shall not be charged against vacation periods.
8. Any scheduled employee must give management a minimum of 48 hours notice to attend a union meeting. Annual leave or LWOP for such attendance will be at the option of the employee, up to a percentage of 10% of the tour. Such percentage is in addition to any officer or steward required to attend.
9. Changes in scheduled bid vacation leave must be requested at least 14 days in advance and must be approved by the appropriate Supervisor. The union steward will be notified.

10. Non-scheduled days immediately proceeding or following vacations of one or more weeks will be considered part of the vacation. This would include holidays directly connected to vacations.

Article 11 – Holiday

The following Holiday pecking order is established:

- 1A. All non-career, even if overtime is necessary.
- 1B. **All PSE's**
2. Volunteers, full and part-time fixed scheduled employees by seniority.
 - 2A. Whose regular schedule includes that day.
 - 2B. Whose regular schedule does not include that day.
3. Non-volunteers, full and part-time fixed scheduled employees, by juniority.
 - 3A. Whose regular schedule does not include that day.
 - 3B. Whose regular schedule includes that day.
4. The holiday sign-up sheets soliciting volunteers will be posted approximately two weeks prior to the posting of the holiday schedule. Employees will be allowed to volunteer until 12:01 a.m. Monday of the week in which the holiday schedule is posted.

Article 12 - Principles of Seniority, Posting & Reassignments

1. Sections for purposes of Article 12 will be by craft and tour and wage level.
In addition, office clerical will be a separate section regardless of tour.
2. Seniority lists for clerks and maintenance shall be given to Union quarterly.
3. Any new positions that are mechanized or automated will comprise their own section by wage level and tour.

Article 13 - Assignment of Ill or Injured

1. Every effort will be made to identify a reasonable number of temporary light duty assignments. First consideration will be to the employees regular bid if they are able to perform the duties with reasonable accommodation.
2. If medical documentation does not specify a return date, Article 13.2 of the National Agreement will be applied after 30 days.

Article 30 – Local Implementation

1. There will be adequate free parking for all employees.
2. APWU Bulletin Boards shall be provided where members of the APWU are regularly assigned. Management will consult with the APWU prior to the installation of such boards.

Article 37 – Clerk Craft Provisions

1. The determination of what constitutes a sufficient change of duties, principal assignment area or scheme knowledge requirements to cause the duty assignment to be reposted shall be a subject of negotiation at the local level.
2. Fill-in detail expeditor positions will be posted.
3. The fill-in detail list will be established to cover administrative positions, which are temporarily vacant due to such occurrences as vacations, extended sick leave, positions pending qualification or special projects.

Fill-in detail list for other than administrative duties may be posted if necessary, after consultation with the Union.

Such fill-in detail lists shall be posted once a year (January) and shall be awarded on a senior qualified basis. Such bid shall state that these employees when not on a temporary assignment shall work their normal bid.

The assignments, given in accordance with the above, shall be considered the employees regular schedule during the temporary assignment for purposes of compliance with the F.L.S.A, providing proper notification of the change.

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Article 37 – Clerk Craft Provisions (continued)

4. All full-time regular employees on a bid shall be given job assignments on a daily basis within their duty assignments by seniority. Unassigned regulars shall be given duty assignments on a daily basis consistent with the needs of the service by seniority. When the need arises to fill assignments on a temporary basis, utilizing **PSE's** employees, and such assignments are considered preferred due to the start time or tour, qualified **PSE's** employees will be afforded the opportunity to fill these assignments in accordance with their standing on the **PSE ranking** unless management determines their skills/qualifications are needed elsewhere.
5. Normally these seniority provisions will be honored at begin tour and following breaks and lunches.

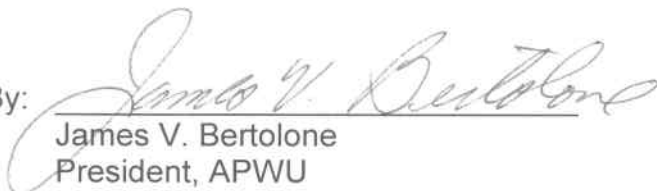
This Memorandum of Understanding is entered on **October 1, 2011**, at Rochester, New York, between the representative of the United States Postal Service, and the designated agent of the APWU, all crafts, pursuant to the Local Implementation Provision of the **2010-2015** National Agreement. It is mutually agreed that any item submitted to impasse will be handled in accordance with the National Agreement.

IN WITNESS WHEREOF:

UNITED STATES POSTAL SERVICE

By: 
David Bianchi
L&DC Plant Manager
Rochester, NY

AMERICAN POSTAL WORKERS UNION, AFL-CIO, CLERK CRAFT

By: 
James V. Bertolone
President, APWU
Rochester, NY