



**AMERICAN POSTAL WORKERS UNION
ROCHESTER NY 14692
MAINTENANCE CRAFT
LOCAL MEMORANDUM OF UNDERSTANDING
SEPTEMBER 21, 2018 - SEPTEMBER 20, 2021**

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MAINTENANCE 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 impasse procedures pursuant to Article 30, "LOCAL IMPLEMENTATION".

Where the subject matter of a specific provision arose as a dispute, and was not resolved at the regional level and was forwarded to the national level for resolution, said provision will apply at the Rochester NY Post Office.

These local implementations shall become effective at the Rochester NY Post Office, **October 13, 2020**, and shall expire concurrently with the **2018-2021** National Agreement.

New item(s) unresolved and sent to impasse, shall be without prejudice to either party's position as to the scope or intent of Article 30. They may be withdrawn at any time, but shall not be implemented by either party until final and binding arbitration.

The parties recognize that by reaching agreement on the attached provisions, they do not forgo the raising of the question of arbitrability under Article 30 as a national level grievance as to the interpretation of the National Agreement.

ARTICLE 1 - UNION RECOGNITION

1. The Rochester Area Local (APWU) shall be recognized as the exclusive bargaining representative for all Maintenance Craft employees.

MEMORANDUM OF UNDERSTANDING

ARTICLE 8 - HOURS OF WORK

1. Management shall grant reasonable wash-up time for Maintenance Craft employees. This means employees performing dirty work or working with toxic materials will be granted wash-up time as needed, by their immediate supervisors. Determination of need will be made at the time the work is performed.
2. The establishment of a regular workweek of five (5) days with fixed days off for all Maintenance Craft employees.
3. Every effort shall be made that no full-time employee shall be scheduled both Saturday and Sunday in the basic workweek.
4. An Overtime Desired List will be established by tour within the craft as follows:
 1. Electronic Technicians, PS-10
 2. MPE Mechanics, PS-9
 3. Maintenance Mechanics, PS-7, **the FMO shall be its own section.**
 4. Laborer/Custodians, PS-4
 - a. **P&DC Custodians**
 - b. **Station & Branch Custodians**
 5. Building Equipment Mechanics, PS-9
 6. Maintenance Support Clerks, all scheduling will be done by individual tours.
 7. Area Maintenance Technician, PS-9
 8. Area Maintenance Specialist, PS-8

Should any new positions/levels be created, consultation with the union will take place.

5. When Management determines that work coverage is necessary and this coverage is not filled through regular overtime or relief assignments as per Article 38.7.C, out of schedule assignments will be offered in the following manner:
 - a. Out of schedule assignment will be posted by a Notice of Intent which, in addition to the information required in Article 38.4C (Information on Notice of Intent), will also show the days and hours of the specific duty assignments(s), in two week increments when possible.
 - b. In the event that the Notice of Intent is not posted, the out of schedule assignment will be offered to all employees in the occupational group and tour(s) that management deems most appropriate, in two week increments, by installation seniority.

MEMORANDUM OF UNDERSTANDING

ARTICLE 8 - HOURS OF WORK

6. Off tour Overtime Desired List - When Management determines that work coverage is necessary and there are no available employees on the Overtime Desired List for the affected tour, off tour overtime opportunities will be offered in the following manner:
 - a. A separate rotation for those requesting off tour overtime will be maintained along with the regular Overtime Desired List.
 - b. Overtime opportunities obtained through the Off Tour Overtime Desired List will in no way count as an opportunity for the On Tour Overtime Desired List.
7. Overtime Desired List -
 - a. Maintain a separate list for each SDO (Fri., Sat., Sun., Mon.,) for full tour O.T. This would allow for equalization and clarification.
 - b. Maintain a separate rotating list for before and after tour O.T. (less than 8 hours). This would allow for needed coverage without affecting the full tour O.T. list. This would eliminate the possibility of someone missing a full tour SDO opportunity because they worked a before or after opportunity.
 - c. Maintain a list for out-of-schedule O.T. on a senior rotating basis.
 - d. Management will make every effort to equalize the overtime assignments.
 - e. Overtime Desired Lists will be posted, with overtime opportunities recorded weekly or provided to the Chief Steward.
 - f. **Station or Branch overtime shall be offered first to the custodian(s) covering the office 5 days/week that are on the ODL. Additional overtime shall be covered by all other Station & Branch custodians on the ODL.**

MEMORANDUM OF UNDERSTANDING

ARTICLE 10 - LEAVE

1. Formulation of local leave program. Employees who submit an application for bid vacation period for the current year will be required to take bid vacation. Requests for additional weeks of annual leave other than the **bid vacation** periods, in addition to changes and forfeitures in scheduled leave, must be submitted by letter to the Manager of Maintenance for consideration at least fourteen (14) days in advance. **Such requests shall be acted upon within 5 days, or will be considered approved.**
2. The choice vacation period shall be from May 1st to September 15th and also include the Spring Recess (as determined by the Rochester City School District) and **the calendar week in which each of the following Holidays occur:**
 - A) **Martin Luther King's Birthday**
 - B) **President's Day**
 - C) **Columbus Day**
 - E) **Veteran's Day**
 - F) **Thanksgiving**The non-choice period will be all other dates, excluding December 1-December 24, but including the week from December 25-January 1.
3. Employees may have two selections during the choice vacation periods in units of either five (5) or (10) days, or may take one choice of fifteen (15) days, if they earn twenty (20) or twenty-six (26) days of annual leave per year. In non-choice period the employees will receive one (1) choice of one (1) week, or two (2) continuous weeks by their seniority.
4. Jury duty, attendance at a national, state or regional convention shall not be charged to an employee's choice period. Service as a juror or delegate shall entitle the employee to an additional period in the choice vacation time. Leave granted under Article 24 will not be impact thereon.
5. Vacations will be granted on the basis of a minimum of fifteen (15%) of the Maintenance Craft in the choice period and ten (10%) in the non-choice period. The non-choice Christmas week will be a minimum of fifteen (15%). All partial percentages will be rounded up. For purposes of leave requests, **employees starting between 3 A.M. and 12 P.M.** will be considered Tour 2. The percentages will be applied by tour for each of the following employee categories:
 1. Electronic Technicians, PS-10
 2. MPE Mechanics, PS-9
 3. Maintenance Mechanics, PS-7, **FMO is separate**
 4. Laborer/Custodians, PS-4, stations are separate
 5. Building Equipment Mechanics, PS-9
 6. Maintenance Support Clerks, all scheduling will be done by individual tours.
 7. Area Maintenance Technician, PS-9
 8. Area Maintenance Specialist, PS-8

MEMORANDUM OF UNDERSTANDING

ARTICLE 10 - LEAVE

6. Management will notify each employee of the vacation schedule approved. The schedule must be posted on **an** official bulletin board.
7. Management shall post by **February 15th**, of the current year, the approved vacation schedule.
8. Any scheduled employee wishing to attend a Union meeting must give management forty-eight (48) hours notice prior to the date of such meeting. The employee will have the option of using annual leave or leave without pay. Not less than fifteen percent (15%) of the custodians, ET's and MPE's of the tour of duty during the scheduled time of the meeting will be allowed to attend.
9. The vacation period shall start on the first day of the employee's basic workweek (the day after their non-scheduled day), or service week which would be Saturday through Friday) at the employee's option at the time of the vacation bidding.
10. A request for non-bid incidental leave, except for scheduled vacations and emergency requests, shall be submitted at least **five (5)** calendar days in advanced and acted on within **three (3)** calendar days of the date of submission. Any request not acted on in within **three (3)** days will be considered approval. The request will also be approved up to the applicable percentage allowed off, fifteen (15%) or ten (10%), and all leave absences will count toward the percentages for incidental leave, such as sick leave, annual leave, FMLA, and training at the NCED. Any request for annual leave or leave without pay preceding holidays will be considered **during the creation of the Holiday schedule**.
11. Total Maintenance Craft seniority will be the determining factor for vacation selections.
12. Scheduled days off prior to and following vacation of one (1) week or more will be considered part of the vacation. This would include holidays directly connected to vacations of one (1) week or more.

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ARTICLE 11 - HOLIDAYS

1. The method of selecting employees to work on a holiday will be as follows:
2. Holiday sign-up sheets soliciting volunteers will be posted approximately two (2) weeks prior to the posting of the holiday schedule. Employees will be allowed to volunteer until 12:01 AM, Monday of the week in which the holiday schedule is posted. Exceptions will be considered only after the holiday schedule is posted.
3. The following Holiday Pecking Order is established:
 - 1.a. Volunteers, on a seniority rotating basis.
 - 1.a.1. whose regular schedule includes that day.
 - 1.a.2. whose regular schedule does not include that day.
 - 1.b. Non-volunteers
 - 1.b.1. whose regular schedule does not include that day, and are on the ODL in rotation.
 - 1.b.2. whose regular schedule does not include that day, by inverse seniority on a rotating basis.
 - 1.b.3. whose regular schedule includes that day, by inverse rotating seniority.
 1. Electronic Technicians, PS-10
 2. MPE Mechanics, PS-9
 3. Maintenance Mechanics, PS-7
 4. Laborer/Custodian, PS-4
 5. Building Equipment Mechanics, PS-9
 6. Maintenance Support Clerks, all scheduling will be individual tours.
 7. Area Maintenance Technician, PS-9
 8. Area Maintenance Specialist, PS-8
4. For the purpose of working holidays, full-time employees with bid assignments at the Plant/VMF and full and part-time regulars having bid assignments at stations/branches, will be afforded the exclusive opportunity to work holidays at their respective facilities.

MEMORANDUM OF UNDERSTANDING

ARTICLE 12 - REASSIGNMENT & EXCESSING

1. When it is necessary to excess or abolish an employee's position from the Maintenance Craft, the junior position in the affected occupational group by tour, will be abolished. Occupational groups defined as:
 1. Electronic Technicians, PS-10
 2. MPE Mechanics, PS-9
 3. Maintenance Mechanics, PS-7
 4. Laborer/Custodian, PS-4
 5. Building Equipment Mechanics, PS-9
 6. Maintenance Support Clerks, by tour
 7. Area Maintenance Technician, PS-9
 8. Area Maintenance Specialist, PS-8

2. All retail stations and branches will comprise a single section. In the event of consolidation, the offices affected will comprise a single section during the transition period.

ARTICLE 13 - ASSIGNMENT OF ILL OR INJURED

1. All efforts shall be made to place temporarily ill or disabled employees in a suitable light duty assignment within the custodial or maintenance craft.

2. When deemed advisable by the union, they shall with management discuss specific light duty cases for specific injuries and illnesses. As many light duty assignments as possible within the craft will be made as needed.

MEMORANDUM OF UNDERSTANDING

ARTICLE 38 - CLASSIFICATION, SENIORITY

1. **The Union President shall** be notified when new positions are made and said notice to be given as to how these positions are to be filled in advance of posting.
2. It shall be the responsibility of management to make certain that maintenance employees receive suitable instructions prior to assignment to a position.
3. Where weather conditions, failure of power supply, an Act of God or other causes beyond the control of the employer, necessitates that management curtail or terminate operations, the **Union President and** employees so affected will be notified where possible.
4. Management shall be responsible for the administering of day to day seniority. This seniority shall be used by employees to determine their daily job assignments in each of the occupational groups listed in Article 12, Section 1. If an employee clocks in late or is not in attendance when the assignments are made, he/she will be placed at the bottom of the list for the day. An exception to daily seniority would entail an assignment that was not completed or not completed satisfactorily. This would result in the satisfactory completion of that assignment on a subsequent work day before other assignments are requested by said employee. Seniority is retained when an employee works his/her holiday. Seniority is not retained when an employee is in an overtime or scheduling premium status.
5. A service seniority list of all Maintenance employees will be prepared by management and posted on the official Maintenance Bulletin Board quarterly.
6. Management shall notify the union in writing when they intend to change employee's fixed scheduled days off in the basic work week or starting time by more than one hour.
7. If twenty percent (20%) or more of the time or duties or principal assignment areas of maintenance craft employees change, management shall notify the union in writing.
8. Maintenance management shall post on the official maintenance craft bulletin board, all preferred assignment registers applicable to the Rochester NY Post Office by no later than the first week in March of the current year.
9. Promotion eligible lists for all positions authorized in the Rochester NY Post Office shall be posted within a reasonable period of time following receipt of eligible ratings. Management shall solicit applicants for all such promotions eligible registers.

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ARTICLE 38 - CLASSIFICATION, SENIORITY

10. Employees who have applied and continue in RMSS for a specific PER, and/or have not abandoned the process, will be afforded training or special assignments when they are available, as determined by management, by total maintenance seniority on a rotating basis, based on their written requests. Where no PER exists for a position, and/or there are no qualified applicants for that PER, the employee will also make such requests in writing. The union will be provided copies of these requests. Employees qualified on the PER involving these assignments will have preference on these written requests. Employees new to Rochester Maintenance will be addressed by both management and APWU on the application of the contract for the purposes of bidding and reassignment including the RMSS.
11. Management and the APWU will meet quarterly to identify training needs and to explore training opportunities such as OJT, mentoring, or other items that may be mutually agreed to.
12. **Taken from the TL-5 Custodial Team Cleaning Manual: "The Supervisor should assign custodial work with cleaning for health as the primary factor when making daily assignments", & supervisor responsibilities "include training employees, ensuring effective custodial workforce utilization, notifying management of changing workload conditions, performing employee observations, and enforcing USPS safety policy."**

Among other things, PS Form 4869s show the day of the week as well as the tour that work is to be performed. This was determined when the work load scheduling was done during the creation of the custodial Team Cleaning routes. The TL-5 manual also contains the following: In the event of short staff situations (I.e., holiday, vacation, unscheduled absences), the planned Team Cleaning assigned tasks can be modified to ensure cleaning for health by focusing on the following items:

- a. Clean or police restrooms
- b. Clean cross-contamination surfaces (fomites)
- c. Empty full trash containers or containers that are forecasted to be full prior to the next scheduled cleaning/policing activity
- d. Remove large debris and litter in high traffic areas

Overtime is not guaranteed. However, there is a liability when routes are "modified" too often. When management deems overtime is necessary, they should make an effort to cover the work on the tour it has been scheduled in the work load scheduling program.

In addition, the LMOU between the USPS and APWU states under Article 8, item 7.d : "Management will make every effort to equalize the overtime assignments." If there is a need to cover an absence with overtime on Tour 1, both late overtime from tour 3 and early overtime from tour 2 should be utilized after non-scheduled day overtime is exhausted, avoiding penalty overtime when possible. Absences on tour 2 or tour 3 should be covered similarly, with overtime from both of the other tours, when non-scheduled day overtime is exhausted.

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ARTICLE 38 - CLASSIFICATION, SENIORITY

13. When unscheduled absences occur, or overtime from other tours does not provide sufficient coverage for scheduled absences, some Tour 2 cleaning routes may be performed on Tour 3, and utilizing late overtime from tour 2 is appropriate. However, policing routes are set up for the tour they are on, and once the tour is over, cannot be made up on another tour. Senior routes or project work offered as early or late overtime should be offered equally between both of the other two tours, when possible.

MEMORANDUM OF UNDERSTANDING


“Presently effective Local Memorandum of Understanding not inconsistent or in conflict with the 2018-2021 National Agreement shall remain in effect during the term of the Agreement unless changed by mutual agreement pursuant to the Local Implementation Procedure set forth below.”

This Memorandum of Understanding is entered on **October 13, 2020**, at Rochester NY between the representative of the United States Postal Service and the designated agent of the American Postal Workers Union, pursuant to the Local Implementation Provision of the 2018-2021 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:



JASON HOLVE
MAINTENANCE MANAGER
ROCHESTER NY 14692-9721

AMERICAN POSTAL WORKERS UNION, AFL-CIO, MAINTENANCE CRAFT

by:



ROBERT H STAHL
PRESIDENT, APWU
ROCHESTER NY 14692-2692