



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

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APWU MOTOR VEHICLE 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, New York Post Office.

These local implementations shall become effective at the Rochester, New York Post Office **October 17, 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 They may be withdrawn at any time, but shall not be implemented by either party until final and binding arbitration.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 forego 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. 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 motor vehicle craft employees.

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Article 8 - Hours of Work

1. Any changes in starting times or workweek of employees, the union and the employee(s) will be notified on Wednesday of the week prior. Changes in starting times of one hour or more will require notification to the union and opportunity for input.

2. A seniority roster of vehicle maintenance employees will be maintained.

A seniority roster of Motor Vehicle Operators and Tractor Trailer Drivers will be maintained designating the occupational group of each employee.

3. An overtime desired list will be posted quarterly.

MVS- Quarterly resets will occur on the first Saturday in January, April, July and October.

MVS- Newly converted or transferred FTR's will be allowed to add their names to the ODL within 7 days of their conversion/transfer.

When, during the quarter a change in the ODL occurs, the employee that will be offered next will be the one immediately junior to the last employee offered.

When changes occur to the ODL, a copy of the new ODL will be provided to the Chief Steward.

4. For the purpose of non-scheduled day overtime, there will be one (1) ODL for that day. Opportunities each quarter will be rotated beginning with the senior employee.

a. All VMF clerks (General, Tool & Parts & Storekeeper) will be considered one occupational group for purposes of overtime.

b. For all other VMF employees, overtime will be by occupational group.

c. All MVS Drivers (Tractor Trailer Operators and Motor Vehicle Operators) will be considered one occupational group for purposes of overtime.

5. For the VMF- there will also be a scheduled day ODL by tour and occupational group. The scheduled day ODL will consist of a ten (10) and a twelve (12) hour list.

For MVS there will be a four (4) hour early list and a four (4) hour late list, as well as a two hour early and two hour late list. Early opportunities will be from 2300-1059 and Late opportunities will be from 1100-2259.

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Article 8 - Hours of Work

6. **All employees** will be given a reasonable amount of wash-up time as provided for under Article 8, Section 9.
7. **For MVS employees, if coverage is still needed after utilization of PTFs and PSEs, the first ODL employee that declined overtime and is available for the open run, shall be first mandated]**
8. **For MVS, Non-scheduled day opportunities will be allowed to all drivers on the ODL as long as there is a six (6) hour break between their eight (8) hour shifts. However, all MVS employees must be given at least a six (6) hour break between their eight (8) hour shifts. Additionally, no driver will be mandated to work an eight (8) hour assignment, without an eight (8) hour break. Two (2) or four (4) hour opportunities are permitted regardless of the break between eight (8) hour shifts.**

Article 10 - Leave

1. For the purposes of establishing seniority and determining vacation periods, the following will be considered sections:
 - a. Tractor-Trailer Operators & Motor Vehicle Operators
 - b. Lead Automotive Technicians
 - c. Automotive Technicians/Mechanics
 - d. Body and Fender Repairmen
 - e. Storekeeper
 - f. General Clerks/Tool & Parts Clerks
 - g. Garagemen
2. The duration of choice vacation shall include: from the first Monday in May through the third Sunday of September, Thanksgiving week, spring recess (as designated by the Rochester City School District), the first two (2) weeks of deer hunting season in the NY State Southern Zone, as defined by the Department of Environmental Conservation (DEC), **Christmas week and New Years week.**

MEMORANDUM OF UNDERSTANDING

Article 10 - Leave

3. In Vehicle Maintenance, the maximum number of employees off in any one (1) week shall be as follows:

- | | | |
|----|--|--------------|
| a. | Lead Automotive Technician - | (1) per week |
| b. | Automotive Technicians/Mechanics/Garagemen - | (3) per week |
| c. | Body & Fender Repairmen - | (1) per week |
| d. | Storekeeper - | (1) per week |
| e. | Tool & Parts Clerks - | (1) per week |
| f. | General Clerk - | (1) per week |

These numbers will only change if the agreed upon 20% require a higher number due to a complement increase. Vacation bidding will be done by section seniority.

4. **In Vehicle Maintenance Vacation selections:**

- Choice- two (2) choices of five (5) and five (5), five (5) and ten (10), or fifteen (15) continuous calendar days.**
- For Non-choice, one (1) employee will be allowed off per each occupational group and level. .**
- Any additional requests will be submitted on PS Form 3971 consistent with Section 9 of this agreement and considered based on the needs of the service.

5. **In Motor Vehicle Services 10% of the employees will be granted Annual Leave during choice and non-choice time, except December. Full weeks in December, excluding Christmas Week or New Year's, shall be limited up to 5% of the craft. When applying the percentages, any fraction of 0.50 or more will be rounded to the next higher number. Any fraction less than 0.50 will be rounded to the next lower number.**

- Choice- two (2) choices of five (5) and five (5), five (5) and ten (10), or fifteen (15) continuous calendar days.**
- Non-Choice - one (1) choice of five (5) or ten (10) continuous days.**
- Any additional requests beyond the vacation selection period will be submitted on PS Form 3971.**

6. Weekly vacation period will commence on Monday and end on Sunday unless the employee, his representative and immediate supervisor agree otherwise. Employee's request for vacation to begin on a Saturday or Sunday will be honored if possible.

7. Any Jury duty or attendance at a national, state or regional convention shall not be charged to an employee's vacation 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 considered part of the-vacation plan and have no impact thereon.

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Article 10 - Leave

8. For the VMF a written request for incidental annual leave (outside of the vacation schedule) will be submitted seven (7) to ten (10) days in advance, where possible.

For the MVS a written request for incidental annual leave (outside of the vacation schedule) will be submitted ten (10) to fourteen (14) days in advance, where possible.

If the employee's request is not answered within five (5) working days, the annual leave will automatically be approved. This will give the employee enough time to make other arrangements.

9. Vacation selections will commence **January 1st** and will be completed and posted no later than **February 1st**.

Management will make a chart with one (1) space for each week permitted off, for each week of the vacation period, starting with the senior motor vehicle employee in the section who will choose their **choice and non choice vacation selections**. No individual motor vehicle employee will be permitted to select their vacation choice(s) until the senior to him has selected. Those individuals not prepared to select will be passed, until all motor vehicle employees in the section have made their selects. This procedure by seniority will continue until all vacation selections have been made.

10. Where weather conditions, failure of power supply and "Act of God" or other causes beyond the control of the employer necessitate that management curtail or terminate operations, employees so affected will be notified where possible.

11. **For MVS**, when canceling annual leave, the employee must give management and the **Union Chief Steward or President** fourteen (14) days notice prior to the beginning of annual leave. **Exceptions to this fourteen (14) day period will be considered, upon written request provided to the Union. Management will immediately re-post vacant week or weeks of annual leave. Forfeited weeks shall normally be posted seven (7) days and bidding will be by seniority (beginning with the next senior employee after the junior person who has that week or weeks off.)**

FOR VMF, when canceling annual leave, the employee must give management fourteen (14) days **written** notice prior to the beginning of the annual leave. **Exceptions to this fourteen (14) day period will be considered, upon consultation with the Union. Management will re-post vacant week or weeks of annual leave as soon as practicable.** Bidding will be by seniority (beginning with the next senior employee after the junior person who has that week or weeks off.).

12. The minimum allowable annual leave a PTF motor vehicle operator will receive while on vacation will be their basic work week.

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Article 10 - Leave

13. Any scheduled employee wishing to attend a union meeting must give management seven (7) days notice prior to the date of such meeting. The employee will have the option of using annual leave or leave without pay. Not more than one (1) employee, in addition to the steward, of the department of the tour of duty during the scheduled time of the meeting will be allowed to attend. Additional requests will be at management's discretion

Article 11 - Holidays

1. **When necessary for employees to work on a holiday, management will post a Holiday and designated Holiday sign-up sheet, to solicit volunteers, not less than 14 days prior to the Holiday. The Holiday schedule will be posted Tuesday prior to the week that includes the Holiday.**
2. **Holiday pecking order:**

VMF:

1. Volunteers, full fixed-scheduled employees by seniority.
 - 1.a Whose regular schedule includes that day.
 - 1.b Whose regular schedule does not include that day.
2. All PTF employees.
3. Non-Volunteers, by inverse seniority.
 - 3.a Whose regular schedule does not include that day.
 - 3.b Whose regular schedule includes that day.

MVS:

1. **FTR holiday volunteers, by seniority**
2. **FTR non-schedule ODL volunteers, by seniority**
3. **FTR non-schedule volunteers not on the ODL, by seniority**
4. **PTF volunteers, by seniority**
5. **PSEs, volunteers first, by relative standing**
6. **PTF non-volunteers, by inverse seniority**
7. **FTR non-schedule, non-volunteers, by inverse seniority**
8. **FTR holiday mandated, by inverse seniority**

MEMORANDUM OF UNDERSTANDING

Article 12 - Seniority

1. All specific training programs applicable to the vehicle service shall be posted prior to selection of trainees whenever possible.
2. A union representative may be present when bids are open.
3. Identification of a Section:

For excessing employees out of the motor vehicle craft, it will be done by seniority from junior regular to senior regular. Each of the following designated positions will comprise a section by tours:

Motor vehicle operator	Body/fendermen
Tractor-trailer operator	Tool & parts clerks
Lead technicians	Garagemen
Mechanics	General clerks
Automotive technicians	Storekeeper

4. All motor vehicle maintenance tours of duty will be posted for bidding on an annual basis. All bids will be posted for a period of fourteen (14) days beginning November 1st. All assignments will become effective at the beginning of the subsequent pay period.
5. **For MVS, duty assignments will be posted for bidding on a semi-annual basis. All bids will be posted for a period of seven (7) days. The April posting will be no later than the third Monday after April 1st. The October posting will be no later than the third Monday after October 1st. All assignments will become effective within four (4) weeks following the closing of bids.**
6. After all regulars have had their selection or have been assigned to a run, part-time motor vehicle flexibles, in the order of their seniority date, will be allowed a choice of any vacant run. Re-assignment may be made in order to allow for unforeseen conditions provided the re-assignment is not to a duty assignment of ten (10) days or more. Of those part-time flexible drivers scheduled for Saturday runs, they may choose those runs available by seniority, subject to unforeseen conditions.

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Article 13 - Assignment of Ill or Injured

1. Management, with the cooperation of the union, will give thorough consideration of all light duty cases, after careful review of medical statements, with the object of keeping the ill or injured employee on his present assignment.
2. If the injury or illness is of such a nature that would prohibit an employee from working his normal assignment, with adjustments made to provide for his impaired ability, then light duty assignments will be established as follows:
 - a. As many light duty assignments as possible in the department, if the illness or injury permits.
 - b. Every effort shall be made to fully utilize each employee in the duties of his own assignments, subject to the limitations of his or her impairment. Any remaining hours in his regular assignment that cannot be performed because of the illness or injury shall be charged to leave.

Article 39 - Motor Vehicle Craft

1. When PTF motor vehicle operators are to be trained on the tractor-trailer, selection of the employees to be trained will be done by seniority.
2. When scheduling, dependent on new regular bids, management will make every effort to continue to the maximum extent possible to assign two (2) consecutive days off.
3. In order to expedite the mails, meet time dispatches, and for safety purposes, motor vehicle drivers will be used as helpers on all runs whenever possible.
4. **All MVO & TTO bids that become vacant outside of the semi-annual bidding procedures will be offered to all FTR drivers in the installation by seniority. If, in the future, there are motor vehicle drivers that do not have class A licenses, this item of the LMOU shall be declared null and void.**


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 this Agreement unless changed by mutual agreement pursuant to the Local Implementation Procedure set forth."

"This Memorandum of Understanding is entered on **October 15, 2021** at Rochester, New York, between representatives of the United States Postal Service and the designated agent of the APWU, Motor Vehicle Craft 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: 
PETER GRODEM
MANAGER (VMF)
ROCHESTER NY

by: 
MARY COCKING
MANAGER (TRANS/NETWORKS)
ROCHESTER NY

AMERICAN POSTAL WORKERS UNION, AFL-CIO, MOTOR VEHICLE CRAFT

by: 
ROBERT H STAHL
PRESIDENT APWU
ROCHESTER NY