



**AMERICAN POSTAL WORKERS UNION
P&DC NORTHWEST
ROCHESTER NY 14606
MAINTENANCE CRAFT
LOCAL MEMORANDUM OF UNDERSTANDING
SEPTEMBER 21, 2021 – SEPTEMBER 20, 2024**

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MAINTENANCE CRAFT

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These local implementations shall become effective at the Rochester Processing and Distribution Center North West, **July 23, 2022** and shall expire concurrently with the **2021-2024** National Agreement.

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.

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. Every effort shall be made that no full-time employee shall be scheduled both Saturday and Sunday in the basic workweek.
3. An Overtime Desired List will be established by tour within the craft as follows:
 1. Electronic Technicians, PS-10 and MPE Mechanics, PS-9
 2. Maintenance Mechanics, PS-7
 3. Maintenance Support Clerks, all scheduling will be done by individual tours.
 4. Maintenance Custodians, PS-4
 5. Maintenance BEMs, PS-9

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

4. The 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 separate rotating lists as follows:
 - a. 2 hours before tour O.T.
 - b. 2 hours after tour O.T.
 - c. 4 hours before tour O.T.
 - d. 4 hours after tour O.T.This allows for needed coverage without affecting the full tour O.T. lists, eliminating the possibility of someone missing a full tour scheduled day off 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. Overtime Desired Lists will be posted, with overtime opportunities recorded weekly.
 - e. **Employees may change their OTDL preferences when they are the successful bidder to another tour. ET-10s that were previously MPE-9s at the NW P&DC (and vice-versa) shall be offered to update their OTDL preferences immediately upon change in grade. All other employees, such as those that are new to the NW P&DC Maintenance department or those successfully promoted from Custodian or MM-7 grades, will be offered the opportunity to update their OTDL preferences after their 2 weeks of web-based &/or on-the-job basic training, or on the first day of the quarter, whichever comes first.**

ARTICLE 8 - HOURS OF WORK

5. 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.
6. It is mutually agreed that management will continue to build in/plan overtime in the weekly schedule **and that this schedule will be posted by Wednesday at 3 PM of the week prior, except when Holidays require posting by Tuesday. Management has the right to make necessary overtime changes to schedules no later than by 5PM on Thursday, and only after consultation with the APWU President or Vice-President. Affected employees shall also be notified immediately.** Management agrees to rotate the overtime in accordance with the occupational groups set forth in Article 8 of the LMOU when the initial schedule is made. After the schedule has been posted and Management deems additional **early or late** overtime is needed, Management will **add to the schedule the needed overtime. The employee that will be added shall be the employee next in rotation immediately following the employee that received the overtime on the most recent day prior that early/late overtime was utilized.** Either party has the right to terminate this agreement at any time.
7. 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 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 assignment(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(s) and tour(s) that management deems most appropriate, in two-week increments, by installation seniority.
8. **Employees indicating on the ODL that they agree to be contacted for unscheduled overtime via text or phone, shall be given 30 minutes to respond to the voicemail or text before being passed over.**

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 choice 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.
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 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. During the choice vacation selection period, the number of days of annual leave approved will not exceed fifteen (15). Employees may have two selections during the choice vacation period in units of five (5) and five (5) days, or five (5) and ten (10) days, or one choice of fifteen (15) continuous calendar 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) selection 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. The percentages will be applied by tour and occupational group:

Example:
 1. Electronic Technicians, PS-10
 2. MPE Mechanics, PS-9
 3. Maintenance Mechanics, PS-7
 4. Maintenance Support Clerks, all tours as one (1) section.
 5. Maintenance Custodians, PS-4
 6. Maintenance BEMs, PS-9
6. Management shall post by February 10th, of the current year, the approved vacation schedule.
7. 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 more than fifteen percent (15%) of the custodians, ET's, MPE's and MM-7's of the tour of duty during the scheduled time of the meeting will be allowed to attend.

8. 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. **For scheduling purposes and compliance with contractual percentages, the employee's selected week shall be recorded as the Saturday-to-Friday service week containing the majority of the employee's regularly scheduled days.**
9. 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.
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 **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. **Installation** seniority will be the determining factor for vacation selections.

ARTICLE 11 - HOLIDAYS

1. The method of selecting employees to work on a holiday after the procedure outlined in Article 11, Section 6, has been exhausted, will be as follows:
2. Holiday sign-up sheets soliciting volunteers will be posted two (2) weeks prior to the posting of the holiday schedule. Employees will be allowed to volunteer until 12:01 AM, Tuesday of the week in which 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 and MPE Mechanics, PS-9
2. Maintenance Mechanics, PS-7
3. Maintenance Support Clerks, all scheduling will be by individual tours.
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5. Maintenance BEMs, PS-9

4. **The employees required to work based on items 3.1.b.2 and 3.1.b.3 above shall be selected based on the employees that were required to work on the last holiday that non-volunteer employees were required to do so. All current holiday rotations lists shall be eliminated and shall begin anew for the Labor Day holiday schedule, 2022.**

ARTICLE 12 - REASSIGNMENT & EXCESSING

1. When it is necessary to excess or abolish an employee's position from the Maintenance Craft, the junior employee 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. Maintenance Support Clerks, all tours as one (1) section
 5. Maintenance Custodians, PS-4
 6. Maintenance BEMs, PS-9

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.

1. Maintenance Craft employees will 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 employees so affected will be notified where possible.
4. A service seniority list of all Maintenance employees will be prepared by management and posted on the official Maintenance Bulletin Board quarterly.
5. 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.
6. Employees who have applied and continue in MSS 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. Employee's 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 MSS.
7. Management will be responsible for the administration 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 8, item 3. If an employee clocks in late or is not in attendance at the begin tour meetings/huddles, when 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 workday before other assignments are requested by the employee. Seniority is retained when an employee works his/her holiday. Seniority is not retained when an employee is in on overtime or scheduling premium status. However, seniority will be used between employees on overtime for choosing assignments.
8. **Custodians that are new to craft shall start their TL-5 training at the Jefferson Rd. P&DC on their first two (2) workdays in craft. These first two days will fulfill the TL-5 training requirements consisting of videos, powerpoints and some hands-on training. The remaining TL-5 hands-on training of these custodians shall be completed at the NW Rochester P&DC by a trained OJI.**

9. All transfer, newly promoted and new hire MPE-9 and ET-10 employees shall receive two (2) weeks of on the job training, provided by an ET-10 that has successfully completed NCED training on the equipment that the employee is being trained on. ET-10s that have been promoted from an MPE-9 position within the NW P&DC are an exception. If no ET-10 is currently NCED-trained on the equipment, training will be provided by an ET-10 that has received proper LOTO training and has worked on the equipment for at least two (2) weeks.
10. Management will make every effort to provide training at NCED for all of the maintenance courses for systems and equipment applicable to the NW P&DC as per ELM 715.43 B.
11. All Maintenance employees are provided the opportunity to submit updated preferred assignment selections at any time, for any reason. Management is not required to post announcements advising employees of these opportunities. However nothing prevents Management or the Union from doing so.

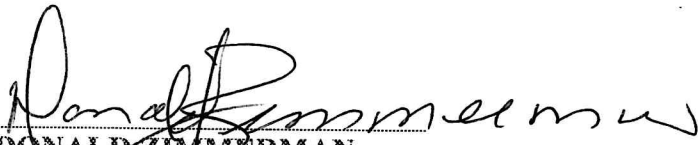
MEMORANDUM OF UNDERSTANDING

“Presently effective Local Memorandum of Understanding not inconsistent or in conflict with the 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 below.”


This Memorandum of Understanding is entered on **July 25, 2022** 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 **2021-2024** 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: 
DONALD ZIMMERMAN
MANAGER, MAINTENANCE
NW PROCESSING AND DISTRIBUTION CENTER
ROCHESTER NY 14606

AMERICAN POSTAL WORKERS UNION, AFL-CIO, MAINTENANCE CRAFT

by: 
ROBERT STAHL
PRESIDENT APWU
ROCHESTER NY 14692