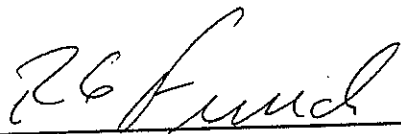



This Memorandum of Understanding is entered into on May 10, 2007 at Plattsburgh, New York 12901, between the representatives of the United States Postal Service and the designated agent of the American Postal Workers Union Local # 1894, pursuant to the Local Implementation Provision of the 2006 National Agreement.



**For the United States Postal Service
R.G. French, Postmaster**



**For the Union
Joseph J. Rush, President Local # 1894**

Item 1: WASH UP

Employees will be afforded a five minute wash up period before lunch and before end of tour.

Item 2: WORK WEEK

All regular employees represented by the APWU will have fixed days off.

Item 3: CURTAILMENT

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. When the decision has been reached to curtail postal operations, to the extent possible, management will inform the union if present, and seek the cooperation of local radio and television stations to inform employees.

Item 4: LEAVE PROGRAM

- A. Leave will be administrated by pay location.
- B. The pre-approval of any leave is based on the assumption of an adequate leave balance.
- C. **Maintenance craft leave will be administrated by craft. The crafts are Custodian, Maintenance Mechanic, Maintenance Support Tech, and Electronic Technician.**
- D. Management will post the schedule of selection dates by Dec 15th for the following Leave Year. Included on the schedule will be the total days allowable for selecting Prime Vacation for each employee.
- E. The selection process will begin the second Tuesday of the month of January. The selection process will not extend beyond 14 days.
- F. Three employees will be scheduled per day. Selections will be made Monday through Friday.
- G. When the time comes for your vacation picks you must be prepared, if you are absent your representative must be prepared to submit your requests, or you will be placed at the bottom of the list.

H. Management may approach you ahead of schedule for your picks, but if you are not prepared you may choose to wait until you are scheduled. Once your picks are in, they are final.

I. The employee will make their choices from slots available in the supervisors leave calendar, and submit them on a PS 3971 to the supervisor. **The supervisor will provide a signed copy to the employee indicating notification of request.**

J. Employees can only select the service week of Prime 2 or the period designated Prime 3 when selecting vacations in these weeks.

K. After choice vacation selections are made incidental leave may be granted in accordance with the date of application, by seniority. **When the signed request is received by the issuing Supervisor, management will give a signed copy of the PS 3971 to the employee indicating notice of request.** Management will have 72 hours upon receipt of the PS 3971 to approve or disapprove the leave, or the leave will be granted.

L. If the cancellation of Prime vacation is not in writing and submitted a week in advance, the employee must take the vacation, except in an emergency situation.

M. In the event of the cancellation of the service week of Prime 2 or the period of Prime 3, the dates will be posted for three days and awarded to the senior bidder who has not been afforded a selection in either Prime 2 or Prime 3. **The available leave in Prime 2 or Prime 3 will be posted within 7 calendar days of the cancellation notice. If the cancellation is within two weeks of Prime 2 or Prime 3 weeks, the notice of availability will be posted immediately.**

N. Any employee who bids to another tour will take their leave with them. If the leaving employee had a choice selection in Prime 2 or Prime 3 and the gaining employee had no choice in Prime 2 or Prime 3, the vacating tour Supervisor will post the opening in Prime 2 or Prime 3 for 7 days.

Item 5: DURATION OF CHOICE VACATION PERIOD

PRIME 1: Will be from the service week of Memorial Day through the service week of Labor Day.

PRIME 2: Will be the service week of Thanksgiving.

PRIME 3: Will be from Dec 25th through Jan 1st.

Item 6: BEGINNING DAY OF EMPLOYEES VACATION PERIOD

If you work on SAT your vacation starts on SAT.
If you have SAT off but work on SUN your vacation starts on SUN.
If you have SAT & SUN off your vacation starts on MON.

Item 7: OPTION OF ONE OR TWO SELECTIONS DURING PRIME

Employees will have two options to choose from during choice vacation periods.

1. One continuous pick up to the amount earned, either 10 or 15 days.
2. Two picks in increments of 5 or 10 days not to exceed amount authorized by Item 4D.

Note: The sum of picks in Prime 1, Prime 2, and/or Prime 3 will not exceed the amount authorized in Item 4D.

Item 8: JURY DUTY AND NATIONAL CONVENTION

Jury duty will not be charged as a selection to the choice vacation period, but the National Convention will be.

Item 9: MAXIMUM AMOUNT OF EMPLOYEES ON LEAVE DURING PRIME

A. The maximum amount of employees that can receive leave each week during Prime will be 17%.

B. In calculating the percentage, the standard method of rounding off will be used. A 0.5 and above will round to the next higher whole number, and below 0.5 will round down to the next whole number.

Item 10: OFFICIAL NOTICE TO EMPLOYEE OF APPROVED ANNUAL LEAVE DURING CHOICE VACATION

The employee will give the issuing Supervisor their PS 3971. The issuing Supervisor will give a signed copy of the approved PS 3971 to the employee.

Item 11: NOTIFICATION OF LEAVE YEAR

The employer shall, no later than November 1st, publicize on the bulletin board the beginning of the New Leave Year.

Item 12: NON-PRIME LEAVE SUBMISSION

A. The percentage for all pay locations for non-prime vacation will be 9%.

B. A request for incidental annual leave will be submitted on a PS 3971 to the issuing Supervisor no earlier than six months in advance. The issuing Supervisor will give the employee a signed copy of the PS 3971 indicating the date of notice of request leave. The issuing Supervisor will have 72 hours to approve or deny the requested leave in writing to the employee, or the leave will be granted.

C. Any employee wishing to cancel non-prime leave will submit their cancellation in writing to their supervisor a day in advance or the employee must take the leave, except in an emergency situation.

D. Maintenance craft leave will be administrated by craft. The crafts are Custodian, Maintenance Mechanic, Maintenance Support Tech, and Electronic Technician.

Item 13: METHOD OF SELECTING EMPLOYEES TO WORK ON A HOLIDAY

A. The Holiday Period scheduling will be by pay location.

B. A one week sign up period will be in place, until 11:59PM on the Monday prior to the service week the Holiday falls in.

1. Name of employee
2. Date of employee's Holiday or designated Holiday
3. Day of employees Holiday or designated Holiday
4. Signature block (a signature indicates the employee has volunteered)

C. The Holiday Schedule will include the starting time for each employee.

D. The union will be furnished copies of all volunteer sign-up sheets.

E. Employees will not be required to work scheduled days off and/or Holidays or designated Holidays that fall in conjunction with Annual Leave.

F. Incidental leave in conjunction with the Holiday Period must be submitted and approved by the issuing Supervisor before the Holiday Schedule is posted.

G. Pecking order when selecting who works during the Holiday Period.

1. All casuals and part time flexible employees to the extent possible, even if payment of overtime is required.
2. All full-time and part-time regular employees who possess the necessary skills and have volunteered to work on their Holiday or designated Holiday, by seniority, in their pay location.
3. All full-time and part-time regular employees who possess the necessary skills and have volunteered to work on their Holiday or designated Holiday, by seniority, from other pay location.
4. All full-time regular employees who possess the necessary skills and have volunteered to work on their non-scheduled day, by seniority, in their pay location.
5. All full-time regular employees who possess the necessary skills and have volunteered to work on their non-scheduled day, by seniority, from other pay location.
6. Full time regular employees who do not volunteer on what would otherwise be their non-scheduled day, by inverse seniority.
7. Full-time regular employees who do not volunteer on what would otherwise be their holiday or designated holiday, by inverse seniority.

H. The Holiday Schedule will be posted no later than 11:59PM on the Tuesday prior to the service week the Holiday falls in.

Item 14: OVERTIME

The OTDL will be administered by pay location.

1. Two OTDLs for each pay location will be utilized.
 - A. Scheduled Day Off List
 - B. Regular workday list
2. Employees may elect to sign either or both OTDLs.
3. Management, when operationally possible, should give employees one hour notice when overtime is required on a regular workday.

Item 15, 16, & 17: LIGHT DUTY ASSIGNMENTS

When an employee request light duty, the USPS must make every effort toward assigning the employee's **within their** medically defined work limitation and tolerances. In assigning such light duty the USPS should minimize any adverse or disruptive impact on the employee. The following considerations must be made in effecting such light duty assignments.

- A. To the extent that there is adequate work available within the employee's work limitation tolerances; within the employee's craft; in the work facility to which the employee is regularly assigned; and during the hours when the employee regularly works; that work shall constitute light duty to which the employee is assigned.
- B. If adequate duties are not available within the employee's work limitations tolerances in the craft and work facility to which the employee is regularly assigned, within the employee's hours of duty, other work may be assigned within that facility.
- C. If adequate work is not available within the employee's regular hours; work outside the employee's regular schedule may be assigned as light duty. However, all reasonable efforts shall be made to assign the employee to light duty assignment within the employee's craft and to keep the hours of light duty as close as possible to the employee's regular schedule.
- D. An employee may be assigned light duty outside of the work facility to which the employee is normally assigned only if there is not adequate work available within the employee's work limitation tolerances at the employee's facility. In such instances, every effort will be made to assign the employee to work within the employee's craft, within the employee's schedule, and as near as possible to the regular work facility to which normally assigned.

**Item 18: SECTIONS FOR THE PURPOSE OF EXCESSING
WITHIN THE INSTALLATION**

For the purpose of reassignment, sections will be as follows.

Automation Tour 1
Automation Tour 3
Manual Distribution Tour 1
Manual Distribution Tour 2
Manual Distribution Tour 3
Distribution Miller Street
Window/Distribution
BMEU
Clerk Typist Miller Street

Item 19: EMPLOYEE PARKING SPACE

Management will provide one parking space for the APWU at the Miler Street office. Use of the space will be at the discretion of the Union. The space will be designated by management and properly marked.

Item 20: ANNUAL LEAVE FOR UNION ACTIVITIES

Annual leave to attend Union activities requested prior to determination of the choice vacation schedule is to be part of the total choice vacation plan.

**Item 22: LOCAL IMPLEMENTATION OF THIS
AGREEMENT RELATING TO SENIORITY,
REASSIGNMENTS, AND POSTING**

- A. No duty will be reposted when the change in starting time is 2 hours or less.
- B. Within the scope of the duties performed by PTFs and not at the detriment of FTRs, PTFs when practical will be given preference on those duties based on Qualification and their Seniority.