Local Memorandum Of Understanding

This Memorandum of Understanding is entered into on April 10, 1996, between

United States Postal Service Saranac Lake, NY 12983

and

American Postal Workers Union Plattsburgh Area Local #1894 Saranac Lake Post Office Saranac Lake, NY 12983

pursuant to the Local Implementation Provisions of the 1994 National Agreement.

USPS Representative _

APWU Representative

ITEM 1: WASH-UP

All employees will be afforded a reasonable amount of time to wash up before their lunch and/or end of tour.

ITEM 2: WORK WEEK

All Full Time Regulars will have a work week consisting of five 8 hour days that will remain fixed.

ITEM 4: LEAVE PROGRAM

- A. Leave will be administered by craft.
- B. The pre-approval of any leave is based on the assumption of an adequate leave balance.
- C. The Prime Time leave calendar will circulate by seniority through the craft starting by March 1st of the calendar year, or the first work day thereafter.
- D. 10 days prior to the selection of Prime Time vacation, Management will post the allowable amount of weeks for each employee.
- E. In the event an employee with approved annual leave does not have a sufficient leave balance the following procedures will occur.
- 1. Management will notify the employee in writing of any leave that is canceled due to the lack of a leave balance.
- 2. When possible, Management will post the Prime Time leave that has become available for bid due to cancellation for a period of 3 days.
 - 3. Management will grant incidental leave by:
 - a. Annual leave
 - b. Annual Leave in conjunction with LWOP
 - c. LWOP*
 - * LWOP is granted in accordance with the ELM

ITEM 5: DURATION OF CHOICE VACATION

Prime Time will be the first full service week of May through the service week following the service week of the Labor Day holiday.

ITEM 6: START OF VACATION

The vacation period shall begin on the first day following the second consecutive non-scheduled work day. Employees having non consecutive off days consisting of Sunday and another day shall begin their vacation period on Monday. Exceptions may be made upon agreement of the Employee, the Local, and Management.

ITEM 7: SELECTIONS DURING PRIME

An employee may request 2 selections during the Prime Time vacation period in units of 5 or 10 days.

ITEM 9: NUMBER OF EMPLOYEES OFF DURING PRIME TIME

1 clerk per day will be allowed leave during Prime Time.

A greater number of employees may be allowed off by Management according to the needs of the service. A decision to grant a higher number of employees off is an individual supervisory decision.

ITEM 11: NEW LEAVE YEAR

A. The Employer shall, no later than November 1st, publicize on bulletin boards the beginning date of the new Leave Year.

Leave Year 1996 PP2 1996 PP2 1997 PP2	Begins Jan 6, 1996 Jan 4, 1997 Jan 3, 1998 Jan 2, 1999	Ends Jan 3, 1997 Jan 2, 1998 Jan 1, 1999 Dec 31, 1999
1999 PP2	Jan 2, 1999	Dec 31, 1999

ITEM 12: NON PRIME LEAVE SUBMISSION

- 1. Non Prime Time leave can be submitted at the beginning of the leave year in which the leave is to be taken.
- 2. Non Prime Time Leave will be granted by date of application, by seniority.
- 3. In the event an employee will not be working on the first day of the leave year, they may designate someone to submit their 3971's for Non Prime Time leave.
- 4. In the event an employee with approved Annual Leave does not have a sufficient leave balance the procedures outlined under LMOU Item 4.E will be adhered to with the exception of not reposting the Non-Prime Time leave.

ITEM 13: HOLIDAY

A. The holiday volunteer list will be posted 10 days before the holiday period to allow any Full Time Regular to sign up for their holiday or designated holiday.

THE HOLIDAY PECKING ORDER:

- 1. Casuals, overtime if necessary.
- 2. PTF'S, overtime if necessary.
- 3. Volunteers to work their holiday or designated holiday.
- 4. Appropriate OTDL employees.
- 5. Non OTDL employees, by inverse seniority.
- 6. Non volunteers to work their holiday or designated holiday, by inverse seniority.

ITEM 15, 16 & 17: LIGHT DUTY

When an employee requests light duty, the USPS shall make every effort toward assigning the employee to light duty consistent with the employee's medically defined work limitation tolerances. In assigning such light duty the USPS should minimize any adverse or disruptive impact on the employee. The following considerations shall be made in affecting 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 the light duty to which the employee is assigned.
- **B**. If adequate duties are not available within the employee's work limitation tolerances in the craft and work facility to which the employee is regularly assigned, within the employee's regular hours of duty, other work may be assigned within that facility.
- C. If adequate work is not available at the facility within the employee's regular hours of duty, 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 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 regular schedule, and as near as possible to the regular work facility to which normally assigned.

ITEM 22: SENIORITY, REASSIGNMENTS, AND POSTING

- 1. Bid assignments will be posted for 7 calendar days.
- 2. Clerks will be placed into their new bid assignment within 14 days.