

Albany Maintenance
Local Memorandum of Understanding
May 21, 2015 – September 20, 2018

Section 1

Wash-up time:

Fifteen (15) minutes before lunch; fifteen (15) minutes at the end of tour for Electronic Technicians, Mail Processing Equipment Mechanics, Maintenance Mechanics, Building Equipment Mechanics, Field Maintenance Operation Mechanics and Painter.

Ten (10) minutes before lunch and ten (10) minutes at end of tour for Custodians and Maintenance Operation Support Clerks.

Section 2

Work week:

A regular work week of five (5) days with fixed days off will be maintained. Management will make every attempt to minimize split days off.

Section 3

Curtailment of Operations:

When the head of a local, state or federal government, law enforcement agency or fire department declares that a state of emergency exists, either generally or in a specific area in the locality which prohibits or warrants the curtailment or termination of postal

operations, the installation head or designee shall make the decision to curtail or terminate postal operations. The senior Union official present or the Local union President shall be notified by the employer.

All possible means shall be used to notify affected employees of the curtailment of operations.

Employees stranded at work can be given reasonable consideration by the employer as to needs and comforts.

In determining an employee's ability to report for work, consideration can be given to governmental directives, the operating status of comparable industries, and general conditions.

Section 4

Leave year:

A. The leave year shall be comprised of the following periods:

- 1) Choice Period
- 2) Non-Choice Vacation Period
- 3) Cut-Off for submission of applications for the choice vacation period will be March 31.

B. Vacation Schedules:

- 1) Requests for annual leave during the choice period shall be made in duplicate on a multiple-choice Form 1547 which will be made available by management (Form 1547 allows the employee to submit a request for three (3) different selections during the choice period on one form).
- 2) Management will furnish to those employees on extended leave (sick\annual) or attending training outside of the facility, Form 1547 when requested in writing by employees (cutoff date still applies)

- 3) Management will post choice vacation schedule no later than April 15.
- 4) Employees have the right to cancel an approved vacation up to fourteen (14) days in advance (only in forty (40) hour consecutive increments, or thirty two (32) hour increments when including holidays.
- 5) Employees do not have the right to cancel a portion of their vacation, except as noted in Section 4.B.4.
- 6) All approved vacation will be honored if an employee changes sections for any reason.
- 7) No employee will be forced to work a holiday or non-scheduled day(s) in conjunction with vacation. This applies to vacations of forty (40) or thirty two (32) hours.
- 8) All choice vacation requests must be in forty (40) hour increments or thirty two (32) hour increments if a holiday is included.
- 9) Choice vacation selection will be awarded in accordance with seniority, by section and tour, with sections being defined as follows:

- | | |
|------------------------------------|-----------------------------------------|
| 1- ET PS\11 | 8- Custodial \ Laborer Carrier Annex |
| 2- ET PS\10 | 9- Custodial \ Laborer Terminal Station |
| 3- FMO AMT PS\9 | 10- MM PS\7 |
| 4- FMO MM PS\7 | 11- Painter |
| 5- MOS Clerk PS\7 | 12- MMPE PS\9 |
| 6- Custodial \ Laborer P&DC | 13- BEM PS\9 |
| 7- Custodial \ Laborer Fort Orange | |

Section 5

Choice Vacation Period:

The Saturday prior to Memorial Day to the Friday after Labor Day; the Saturday prior to Thanksgiving Day to the Sunday after Thanksgiving day; the fourteen (14) day period beginning the Saturday prior to Presidents Day; **December 26 to January 2.**

Section 6

Vacation Start Day

Employees will have the option of beginning their vacations as follows:

- 1) Basic Work Week – Vacation starts immediately after non-scheduled days
- 2) Service Week – Vacation starts on Saturday
- 3) Calendar Week – Vacation starts on Monday (This option is for employees with split days off)

Section 7

Employees Choice Selection request will be as follows:

- 1) Employees earning thirteen (13) days of annual leave shall be granted up to ten (10) days of continuous annual leave during the choice period. The number of days (annual leave), not to exceed ten (10), shall be at the option of the employee.
- 2) Employees earning twenty (20) or twenty-six (26) days of annual leave per year are limited to fifteen (15) days of annual leave during the choice period. The number of days (annual leave), not to exceed fifteen (15), shall be at the option of the employee.
- 3) Employees may, at their option, request two (2) selections during the choice vacation period in units of either five (5) or ten (10) days. The total not to exceed the ten (10) or fifteen (15) day limits outlined in sections 1 and 2 of Section 7.

Section 8

The following will not be added to choice vacation periods:

- 1) Jury Duty
- 2) Attendance at National and State Conventions\ Conferences
- 3) Military Leave
- 4) Approved Leave to attend Union activities

Section 9

A Minimum of sixteen (16) percent in each section and tour, as defined in item 4.B.9 above, will be allowed annual leave per week during the choice vacation period. Any fraction of a percentage will be an entitlement of the next full body.

Section 10

Choice Vacation Period Notification

- 1) The duplicate copy of form 1547 shall be returned to each submitting employee not later than two (2) weeks after the cut-off date indicating which selection has been approved for the choice vacation period.
- 2) A complete schedule for the entire choice vacation period will be posted in a prominent location by management no later than April 15. A copy of the same will be provided to the Albany Local, APWU President.

Section 11

Management will advise all employees of the beginning date of the new leave year by posting such information on all official bulletin boards.

Section 12

Procedures for submission of applications for annual leave in times other than the choice vacation period.

- 1) For other than the choice vacation, within a section, a minimum of 6% will be allowed off on any given day or week. Any fraction of a percentage will be an entitlement of the next full body. The guaranteed leave does not apply during the month of December.
- 2) For other than the choice vacation period, applications for annual leave must be submitted no more than **ninety (90)** days prior to the day or days being requested to have off.
 - A) Preference for leave approval under this provision will be given to full week increments of forty (40) hours or thirty two (32) hours in a holiday week.
 - B) All requests for leave submitted during the first seven (7) days of the **ninety (90)** day period will be considered on a seniority basis.
 - C) The supervisor will sign all requests that are submitted during this seven (7) day period, approved or disapproved, and notify the employee no later than three (3) days after the end of this seven (7) day request period.
- 3) Any request submitted eighty **three (83)** days or less before the date desired will be on a first come first serve basis. All requests submitted under this provision must be submitted at least one (1) day in advance of the requested leave and returned approved or disapproved by the end of the employee's tour. All leave requests submitted at least one (1) day in advance of the requested leave will be considered on a seniority basis, with the understanding that preference will be given to those employees requesting full week increments of forty (40) hours or thirty two (32) hours in a holiday week.
- 4) Employees have the right to cancel approved leave, but no less than fourteen (14) days in advance from the starting date of their approved leave.

- 5) Employees who have approved leave in increments of forty (40) hours or thirty two (32) hours in a holiday week cannot cancel a portion of that leave; it has to be in increments of forty (40) or thirty two (32) hours in a holiday week.
- 6) When an employee has insufficient leave to cover a pre-approved choice vacation period, LWOP may be granted to cover the absence.
- 7) **No incidental leave will be granted to an employee, if that employee's Section as defined in Section 4.B.9 of this LMOU, will incur involuntary selections for that day of the holiday schedule. This rule is only in effect during each three (3) day holiday schedule.** Incidental leave requests for any holiday schedule must be submitted no sooner than fourteen (14) days prior to the start of the holiday schedule period. Management will notify the employee no later than one (1) day prior to the posting of the holiday schedule.

Section 13

Holiday Scheduling

The following format (pecking order for scheduling) will be adhered to when scheduling employees to work on their holiday or days designated as their holiday.

A.

- 1) FTR volunteers on their holiday or designated holiday by seniority.
- 2) PTR volunteers on their holiday or designated holiday by seniority.
- 3) FTR volunteers on their non-scheduled day by seniority.
- 4) PTR volunteers on their non-scheduled day by seniority.
- 5) FTR non-scheduled, non-volunteers by inverse seniority.
- 6) PTR non-scheduled, non-volunteers by inverse seniority.
- 7) FTR holiday non-volunteers by inverse seniority.
- 8) FTR holiday non-volunteers by inverse seniority.

B. Holiday scheduling will be by Section and Tour, with sections defined as follows:

- | | |
|------------------------------------|-----------------------------------------|
| 1- ET PS\11 | 8- Custodial \ Laborer Carrier Annex |
| 2- ET PS\10 | 9- Custodial \ Laborer Terminal Station |
| 3- FMO AMT PS\9 | 10- MM PS\7 |
| 4- FMO MM PS\7 | 11- Painter |
| 5- MOS Clerk PS\7 | 12- MMPE PS\9 |
| 6- Custodial \ Laborer P&DC | 13- BEM PS\9 |
| 7- Custodial \ Laborer Fort Orange | |

Management will make every effort not to over staff during a holiday period.

Section 14

Overtime

- 1) Overtime desired lists for bargaining unit employees will be administered by section and tour, with sections defined the same as Section 13.B of this LMOU (above).
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- 2) Normally, two (2) hours notice will be given on call-ins and normally at least one (1) hour notice will be given at the end of the tour.
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- 3) There shall be three (3) overtime desired lists (OTDL) by section and tour. **One (1) list will be for non-scheduled days, one (1) will be for scheduled days of work for two (2) hours, one (1) will be for scheduled days of work for four (4) hours. Employees may sign one (1), two (2) or all three (3) lists.**

Sections 15, 16 and 17

Past practice on light duty assignments will be followed. No limitation on number of light duty assignments. If any sick or injured employee is to be reassigned to a tour other than his/her assigned tour, the Union will be consulted before reassignment.

The following assignments, limited to the employee's injury and ability, shall be considered before assigning light duty to another craft.

- 1) Light office cleaning
- 2) Stockroom (general help)
- 3) Shop work
- 4) Modified custodial work
- 5) General office work

Section 18

When it proposed to reassign within an installation, employees excess to the needs of a section and tour, a section will be by tour as defined below:

- | | |
|-----------------------------|--------------|
| 1- ET PS\11 | 7- MM PS\7 |
| 2- ET PS\10 | 8- Painter |
| 3- FMO AMT PS\9 | 9- MMPE PS\9 |
| 4- FMO MM PS\7 | 10- BEM PS\9 |
| 5- MOS Clerk PS\7 | |
| 6- Custodial \ Laborer P&DC | |

Section 19

The existing parking program will remain in effect. Should the concept of the facility change in any way which would have an adverse effect on the present parking availability, Management will discuss the proposed changes in advance with the Union before making a decision.

Section 20

Leave approved to attend Union activities will not be counted toward the choice vacation period (see Section 8 of this LMOU).

Section 21

- 1) The Union will be furnished a copy of all assignment notices for Maintenance employees before the start of the assignment whenever practicable. Notices of promotions and separations will also be furnished. All non-bargaining unit details will be submitted to the Union showing the beginning and the ending of such details on Form 1723.
- 2) Telephone number 452-2348 shall be available to the Union officials. If there are any long distance calls charged against this number, the Union shall be responsible for the charges incurred. The union shall be supplied with a lock and key, and the Union officials will be required to control the use of this phone and limit it to official union business. This phone may be removed at the Postmasters discretion if this telephone system is abused. This telephone shall be connected to the in-house system for supervisors.

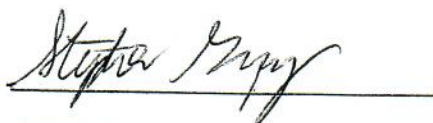
Section 22

What constitutes a sufficient change in a bid duty assignment to require reposting?

- 1) A substantial change in a principle assignment area which requires reassignment of a maintenance employee to another facility.
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- 2) When change involves more than one (1) hour and/or up to two (2) hours, the Union will be represented when the employee is notified of his/her option to accept or reject the change of time period. If the employee decides to reject the change in hours, the bid will be filled in accordance with Article 38 procedures. **Maintenance employee's hours may not be changed, under this provision, more than once per year.**
- 3) The criteria negotiated above will also apply to cumulative changes in starting time. Any cumulative change of more than two (2) hours must be reposted.
- 4) Seniority lists will be posted and a copy furnished to the Union quarterly.

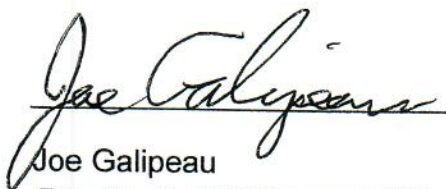
- **5) When posting a Notice of Intent, Management will post one (1) 'what if' bid posting for promotion. The 'what if' bid posting for promotion holds no value as to which employee will actually receive this\these bids. The 'what if' posting is utilized to make employees aware of how a bidding cycle could affect their dream sheets or denial letters for promotion, should they want to make any changes before the Notice of Intent is removed.**

This Memoranda of Understanding, entered into at Albany, New York between the representatives of the United States Postal Service and the American Postal Workers Union, ALF-CIO Albany, New York Local 390 designated agents of the Union signatory to the National Agreement, APWU pursuant to the Local Implementation Provisions of the 2015 National Agreement. This Memoranda of Understanding constitutes the agreement relating to local conditions of employment.



Steve Gregory
Manager of Maintenance, Albany P&DC

Date 11/4/16



Joe Galipeau
President, APWU Local 390

Date 11/4/16

Negotiation Team-

Steve Gregory, Manager of Maintenance, Albany

George Holly, Maintenance Manager, Albany

Patrick Rowe, Maintenance Manager, Albany

Joe Galipeau, President, APWU Local 390

Jeff Halloran, Steward, APWU Local 390

Tom Adams, Craft Director, APWU Local 390