

MEMORANDUM OF UNDERSTANDING

Between
UNITED STATES POSTAL SERVICE
Albany, New York
and
AMERICAN POSTAL WORKERS UNION - LOCAL 390
Albany, New York

CLERK CRAFT

October 2020 to September 2021¹

ITEM I - Wash-up Periods

Two (2) wash-up periods of five (5) minutes each will be granted, one (1) before lunch and one (1) before end-tour, for all employees in the Clerk Craft.

ITEM II - Basic Work Week

A regular work week of five (5) days with fixed days off will be maintained. As far as practicable, the five (5) days shall be consecutive days within a service week.

ITEM III - Emergency Curtailment

When the head of the local government, local law enforcement agency, or fire department declares 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.

To the extent that is possible, affected employees will be advised regarding the situation when local conditions, commonly referred to as an "Act of God", occur.

Union and Management shall meet and discuss, within a reasonable time, problem areas when they affect the health and welfare of employees.

The parties agree to adhere to all National policies regarding biological and chemical emergencies.

¹ Or until such time as a National CBA is adopted and Local Negotiations are re-opened in accordance with respective agreements.

ITEM IV - Leave Program

- A.** The procedures and guidelines for choice vacation period leave are as follows:
1. Employees earning thirteen (13) days annual leave shall be granted up to ten (10) days of continuous annual leave during the choice period. The number of days of 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 annual leave per year are limited to fifteen (15) days of continuous annual leave during the choice period. The number of days of 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.
 4. During the first full week of February, Management will do a posting and service talk to inform employees that choice vacation leave selections will begin in the first full week of March. Beginning with the first full week in March, Management will canvas employees by seniority and by section as defined in this LMOU; choice vacation selections will be awarded in accordance with seniority by section. This selection process will conclude by the last day in March. The choice vacation period(s) selected will be verified by use of PS Form 1547 at the time of the choice vacation leave selection. Management will attempt to contact employees who are on long-term absences and will provide a copy of the posting and service talk.
- B.** Any approved vacation will be honored when an employee bids a new position. If an employee's non-scheduled days change as a result of being awarded a new bid position, the employee will have the option of keeping their previously approved vacation dates and a change of schedule shall be approved, or the employee will be allowed to adjust their leave to reflect the schedule of the new bid position.
- C.** For incidental leave requested during the choice vacation period, a minimum of eight (8%) percent will be allowed off within the defined section. For incidental leave requested during non-choice periods, a minimum of six (6%) percent will be allowed off within the defined section. The same procedures outlined in ITEM XII of this LMOU shall be followed for each of the leave periods (choice and non-choice), with the percentage allowed off being the only difference.
- D.** No employee will be required to work a holiday or non-scheduled day in conjunction with their approved vacation of forty (40) hours or thirty-two (32) hours in a holiday week. This provision only applies to full-week leave requests submitted in accordance with ITEM VI of this LMOU.
- E.** Employees have the right to cancel approved annual leave up to fourteen (14) days in advance, but employees have no right to cancel a portion of scheduled annual leave. The

request to cancel approved leave must be made in writing with copies forwarded to the APWU.

F. When an employee has insufficient leave to cover a pre-approved vacation period, LWOP may be granted to cover the absence. Management has the right to cancel approved annual leave if the employee does not have sufficient leave balance to cover the approved period.

G. If work conditions are such that Management is soliciting employees to leave early, seniority, not the type of leave, shall be the prevailing factor. In any other work conditions where employees are requesting to leave early, annual leave requests shall take precedence over requests for LWOP. Prior to approving any early-out requests, Management will notify employees if their LWOP request is being denied based on other employees requesting annual leave, and the employee will be given the option of changing their leave request to annual leave and having their request determined by seniority.

H. The procedure for incidental leave for less than an employee's full scheduled tour shall be handled in accordance with the following guidelines:

1. Requests for annual leave for less than an employee's full scheduled day shall be accepted by Management no earlier than ten (10) days prior to the requested date. All requests submitted under this provision must be submitted at least one (1) day in advance of the requested leave.
2. If the minimum percentages allowed off under the agreed upon incidental leave procedures (choice or non-choice periods) has not been attained, the employee shall be granted requested time off and such time shall be counted towards the percentage allowed off.
3. Under this provision, when more than one (1) person submits a leave request on the same day, the preference for approval will be given to those employees requesting leave of a full day or more. Otherwise, same day submissions for less-than-full-day requests shall be determined by seniority.

I. Sections for annual leave (choice vacation periods, non-choice vacation periods, and incidentals) will be defined as follows:

1. Manual Clerks GMF T-1
2. Manual Clerks GMF T-2
3. Manual Clerks GMF T-3
4. FSM100 T-1
5. FSM100 T-2
6. FSM100 T-3
7. BCS/DBCS T-1
8. BCS/DBCS T-2
9. BCS/DBCS T-3
10. P&DC Offices
 - A. Mail Processing T-2

- B. Mail Processing T-3
- C. In-Plant Support
- D. Transportation Networks
- E. Maintenance, General Clerk

11. Statistical Programs

12. Terminal Station

13. Carrier Annex T-2

14. Carrier Annex T-1

15. GMF Window T-2 including GMF Passport Center, Window Pool, Stuyvesant Plaza, Colonie Center

16. Fort Orange, Kimberly Square, Academy

17. ESP, Capitol Station, Main Office

18. GMF Carrier Section T-1

19. GMF Carrier Section T-2

20. TACS

21. PEDC

22. Business Mail Entry Unit T-2

23. Business Mail Entry Unit T-3

24. Mailing Requirements

25. Consumer Affairs/Claims and Inquiry

26. Express Mail

27. Bargaining Unit Employees in Human Resources, Finance, Customer Service Support, Administration Services, Operation Program Support, and Post Office Operations will each be a separate section.

ITEM V - Choice Vacation Periods

The choice vacation periods will be as follows:

- A. The Saturday prior to Memorial Day through the Friday after Labor Day;
- B. The Saturday prior to the Thanksgiving holiday through the Sunday after Thanksgiving.

ITEM VI - Vacation Start Days

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

- A. Basic Work Week - Vacation starts immediately after non-scheduled days;
- B. Service Week - Vacation starts on Saturday;
- C. Calendar Week - Vacation starts on Monday (This option is only for employees with split days off).

ITEM VII - Splitting Vacation Choice

Employees, at their option, may request two (2) selections during the choice vacation period, with the total days selected not to exceed fifteen (15) days.

ITEM VIII - Convention Time and Jury Duty

Jury duty and military leave during the choice vacation periods will not be charged to the choice vacation period. Attendance by official Union delegates to state or national conventions shall not be charged to the choice vacation period. Management will be furnished with the official list of Union delegates.

ITEM IX - Number Allowed Off for the Choice Vacation Periods

A. For each week during the choice vacation period as defined in ITEM V of this LMOU, a minimum of sixteen (16%) percent of a section will be allowed off. These percentages shall be based on the number of bids, PSE employees, unencumbered employees, and employees holding mirror bids in the section as of February 1st. (*Note* - Employees holding mirror bids who are out on extended leave shall not count or factor into the percentage allowed off in their section).

When a percentage calculation results in a fraction, the number allowed off shall be rounded up. Once the approved choice vacation schedule is posted, no additional employees will be allowed off under choice procedures.

B. When sixteen (16%) percent is not reached in a section through the choice vacation procedures, a minimum of eight (8%) percent will be allowed off through incidental leave procedures outlined in ITEM XII of this LMOU.

ITEM X - Vacation Notices

A complete schedule for the entire choice vacation period will be posted in a prominent location by Management no later than two (2) weeks after the cut-off date. A copy of the same will be furnished to the President of the APWU Albany Local.

ITEM XI - Leave Year Notice

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

ITEM XII - Non-Choice Vacation Procedures

A. For full-week requests (forty {40} hours or thirty-two {32} hours in a holiday week) submitted in accordance with ITEM VI of this LMOU, or less-than-full-week requests, six (6%) percent will be allowed off within a section. For full-week requests, the six (6%) percent will be based on the number of authorized bids, unencumbered employees, and employees holding mirror bids in the section as of February 1st. (*Note* - Employees

holding a mirror bid who are out on extended leave shall not count or factor into the percentage allowed off in their section).

For less-than-full-week requests, the six (6%) percent will be based on the number of authorized bids, unencumbered employees, and employees holding mirror bids in the section (see note above) for the day(s) for which the leave is requested.

Applications for annual leave must be submitted no more than sixty (60) days prior to the day(s) being requested off. When a percentage calculation results in a fraction, the number allowed off will round up. The guaranteed leave does not apply during the month of December.

B. The following procedures for submission of annual leave for full-day requests shall be as follows (See ITEM IV.H for partial-day requests):

1. All requests for leave submitted during the first seven (7) days of the sixty (60) day period will be considered on a seniority basis.
2. The supervisor will sign all requests that are submitted during this seven (7) day period indicating approval or disapproval, and shall notify the employee no later than three (3) days after the end of this seven (7) day period.
3. Any requests submitted fifty-three (53) days or less before the date desired will be on a first-come, first-serve basis. If more than one (1) employee submits a request on the same day, those requests will be considered on a seniority basis. All requests under this provision must be submitted at least one (1) day in advance of the date of the requested leave. Management will make every attempt to provide notification of approval/disapproval of requested leave on the employees next scheduled work day. In all instances of properly submitted annual leave requests, Management shall notify the employee of approval/disapproval no later than three (3) calendar days from the date the request was made. Employees requesting leave the day prior to the requested leave date shall be notified of approval/disapproval of such leave request no later than their scheduled tour end.

C. Preference for leave approval under these provisions will be given to full-week increments (forty {40} hours or thirty-two {32} hours in a holiday week) provided such requests are submitted in accordance with ITEM VI of this LMOU.

ITEM XIII - Holiday Scheduling

A. The following pecking orders will be used when scheduling employees to work during the holiday period:

1. For customer service only:
 - a. Holiday volunteers
 - b. PSEs
 - c. Non-scheduled volunteers
 - d. Non-scheduled non-volunteers
 - e. Holiday non-volunteers

In scheduling volunteers in accordance with a. and c. above, seniority will be used. In scheduling non-volunteers in accordance with d. and e. above, inverse seniority will be used.

2. For Mail Processing only:
 - a. Holiday volunteers
 - b. PSEs
 - c. Non-scheduled volunteers/In-section
 - d. Non-scheduled volunteers/Tour-Wide
 - e. Non-scheduled non-volunteers
 - f. Holiday non-volunteers

In scheduling volunteers in accordance with a., c., and d. above, seniority shall be used. In scheduling non-volunteers in accordance with e. and f. above, inverse seniority shall be used.

B. If Customer Service employees are not being utilized within their respective section during the holiday period, then they shall be allowed to volunteer for tour-wide consideration at the GMF. For tour-wide consideration at the GMF, the Customer Service employee must possess the necessary skill(s) required of the position. Furthermore, the onus of signing this GMF tour-wide list is solely the employee's, with such sign-up to occur on the GMF volunteer list only.

C. Employees volunteering to work on any day of the holiday period shall be made aware of any changes in starting times outside their normal scheduled hours of work. Management shall either provide written notification adjacent to the holiday volunteer sign-up list or shall provide some form of oral notification.

D. For holiday scheduling, sections will be defined as follows:

1. Manual Clerks GMF T-1
2. Manual Clerks GMF T-2
3. Manual Clerks GMF T-3
4. FSM100 T-1
5. FSM100 T-2
6. FSM100 T-3
7. BCS/DBCS T-1
8. BCS/DBCS T-2
9. BCS/DBCS T-3
10. P&DC Offices
 - a. Mail Processing T-2
 - b. Mail Processing T-3
 - c. Transportation Networks
11. Statistical Programs
- 12. Terminal Station**
- 13. Carrier Annex T-2**
- 14. Carrier Annex T-1**

- 15. GMF Window T-1**
- 16. GMF Window T-2 including GMF Passport Center**
- 17. Window Pool**
- 18. Stuyvesant Plaza**
- 19. Colonie Center**
- 20. Fort Orange**
- 21. Kimberly Square**
- 22. Academy**
- 23. ESP**
- 24. Capitol Station**
- 25. Main Office**
- 26. GMF Carrier Section T-1
- 27. GMF Carrier Section T-2
- 28. TACS
- 29. PEDC
- 30. Business Mail Entry Unit T-2
- 31. Business Mail Entry Unit T-3
- 32. Mailing Requirements
- 33. Customer Affairs/Claims and Inquiry
- 34. Bargaining Unit Employees in Human Resources, Finance, Customer Service Support, Administrative Services, will each be a separate section.

ITEM XIV - OVERTIME

A. For overtime scheduling, sections will be defined as follows:

- 1. Manual Clerks GMF T-1
- 2. Manual Clerks GMF T-2
- 3. Manual Clerks GMF T-3
- 4. FSM100 T-1
- 5. FSM100 T-2
- 6. FSM100 T-3
- 7. BCS/DBCS T-1
- 8. BCS/DBCS T-2
- 9. BCS/DBCS T-3
- 10. P&DC Offices
 - a. Mail Processing T-2
 - b. Mail Processing T-3
 - c. Transportation Networks
- 11. Statistical Programs
- 12. Terminal Station**
- 13. Carrier Annex T-2**
- 14. Carrier Annex T-1**
- 15. GMF Window T-1**

- 16. GMF Window T-2 including GMF Passport Center**
- 17. Stuyvesant Plaza**
- 18. Colonie Center**
- 19. Fort Orange**
- 20. Kimberly Square**
- 21. Academy**
- 22. ESP**
- 23. Capitol Station**
- 24. Main Office**
- 25. Window Pool**
- 26. GMF Carrier Section T-1
- 27. GMF Carrier Section T-2
- 28. TACS
- 29. PEDC
- 30. Business Mail Entry Unit T-2
- 31. Business Mail Entry Unit T-3
- 32. Mailing Requirements
- 33. Consumer Affairs/Claim and Inquiry
- 34. Bargaining Unit Employees in Human Resources, Finance, Customer Service Support, Administration Services will each be a separate section.

NOTE - For Daily OTDL, in Mail Processing sections only, those sections defined above that have more than one (1) begin tour time shall be considered separate sections. This applies to the Sectional Daily OTDL only and would not be applicable to the tour-wide OTDL.

B. The following reasons would be grounds to allow employees to add their name to the appropriate OTDL:

- 1. Employee is on annual leave, sick leave, or military leave for the two (2) week period prior to the start of calendar quarter;
- 2. Employee is on training at the Technical Training Center for the two (2) week period prior to the start of calendar quarter;
- 3. Conversion to regular;
- 4. Employee on their sectional OTDL bids into another section.

Employees in the above categories are given seven (7) days to add their name to the list with notification in writing to Human Resources and the Union upon their return to work or change in status. Failure to do so would bar the addition of their names to the OTDL. Also, employees in a work status even one (1) day during the two (2) week period prior to the start of each calendar quarter will not be able to add their names to the OTDL.

C. Employees on the OTDL can withdraw their name, in writing, any time during the quarter. The withdrawal will be effective after previously scheduled overtime. The letter of withdrawal should be provided to the employee's immediate supervisor, the Manager of Human Resources, and the President of APWU Local 390 - Albany.

D. The following two (2) items apply to Processing and Distribution (Mail Processing) only:

1. There shall be two (2) overtime desired lists (OTDLs) by section. One (1) list will be for scheduled days of work; the other list will be for non-scheduled days. Employees may sign one (1) or both lists.
2. If additional personnel are needed after exhausting the in-section OTDL, Management shall select employees having the necessary skills by seniority from the tour-wide OTDL on a rotating basis.

E. Normally, two (2) hours' notice will be given on call-ins, and normally, at least one (1) hour's notice will be given at the end of tour.

ITEMS XV, XVI, XVII - LIGHT DUTY

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

ITEM XVIII - SECTIONS FOR REASSIGNMENT

When it is proposed to reassign within a section, employees excess to the needs of a section, sections shall be defined as follows:

1. Manual Clerks GMF T-1
2. Manual Clerks GMF T-2
3. Manual Clerks GMF T-3
4. FSM100 T-1
5. FSM100 T-2
6. FSM100 T-3
7. BCS/DBCS T-1
8. BCS/DBCS T-2
9. BCS/DBCS T-3
10. P&DC Offices
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20. Kimberly Square
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23. Capitol Station
24. Main Office
25. Window Pool
26. GMF Carrier Section T-1
27. GMF Carrier Section T-2
28. TACS
29. PEDC
30. Business Mail Entry Unit T-2
31. Business Mail Entry Unit T-3
32. Mailing Requirements
33. Consumer Affairs/Claims and Inquiry
34. Other Clerk Craft employees in Human Resources, Finance, Customer Service Support, Administration Services will each be a separate section by level and occupation code.

ITEM XIX - PARKING SPACES

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 final decision.

ITEM XX - UNION LEAVE

Annual leave to attend Union activities will not be charged to the choice vacation period.

ITEM XXI - CLERK CRAFT ITEMS

A. The Union will be furnished a copy of all assignment notices for clerks before the start of the assignment period whenever practicable. Notices of **promotions, separations, and removals** will also be furnished. All non-bargaining unit details will be submitted to the Union showing the beginning and ending of such details on Form 1723.

B. The telephone number 518-452-2348 shall be available to 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 will be required to control the use of this phone and limit it to Union business. This phone may be removed at Management's discretion if this telephone system is abused. This telephone shall still be connected to the in-house system for supervisors.

ITEM XXII - SENIORITY, REASSIGNMENT, AND POSTING

A. The duration for all senior qualified bid postings in the Clerk Craft will be eleven (11) days. The first day of the posting period will occur on Wednesday and the closing date of the posting shall occur on the second Saturday of the posting period. The successful bidder must be placed in the new assignment within eighteen (18) days except in the month of December with APWU President and Management concurrence.

B. All vacated or newly established "best qualified" positions shall be posted for fourteen (14) calendar days. During this timeframe, each applicant for this position shall submit the proper application forms and other pertinent documentation requested on position notification to Human Resources. Management shall render their decision in a timely manner, and the successful applicant shall be placed into the duty assignment within twenty-eight (28) days from the date of the decision, except in the month of December. Where there is no appreciable difference in qualifications, seniority is considered, except where it will be the determining factor as required by a collective bargaining agreement.

C. The criteria that constitutes a sufficient change to require posting for Clerk Craft positions only:

1. When change involves more than one (1) hour and/or up to two (2) hours, the employee's decision will be the final factor in accepting/rejecting the change of time period. The Union will be represented when the employee is notified of their option to accept or reject the change of time period.
2. Any cumulative change of more than two (2) hours must be reposted. The criteria negotiated above will also apply to cumulative changes in starting times.
3. If a scheme is abolished from a position, the employee will remain in the position. If the change in the scheme is added to or replaced, the employee has the option to keep the position or reject it.

D. Seniority lists will be posted and a copy furnished to the Union quarterly.

E. Employees holding a Window Pool bid are assigned within their section by seniority.

F. Daily work assignments in a section will be by pay location. Daily work assignments and reassignments within a pay location will be by seniority. If reassignment is necessary during the tour, a senior employee does not have the right to "bump" a junior employee from their position.

Management need not apply this principle when to do so would be unduly burdensome. Temporary movement of employees from their pay location to other pay locations will be by inverse seniority unless a higher-level assignment is involved. If a higher-level assignment is involved, seniority will apply. Employees will be returned to their pay location by seniority.

Employees reporting late for work will lose their seniority rights for daily work assignments in their pay location. Management will re-staff the pay location by seniority at the conclusion of the lunch break or any scheduled break.

G. The seniority of full-time regular employees working on a non-scheduled shall not supersede the seniority of full-time regular employees working their bid on a regularly scheduled day. Any employee forced to work their non-scheduled day or holiday shall retain their seniority for work assignments within their section.

H. Any employee detailed to another tour will be considered the junior person in the section to which they are assigned.



This Memorandum of Understanding, entered into at Albany, New York, between the representatives of the United States Postal Service and the American Postal Workers Union, AFL-CIO - Albany NY Local designated agents of the Union, signatory to the National Agreement, APWU, pursuant to the Local Implementation Provisions of the 2020 National Agreement. This Memorandum of Understanding constitutes the agreement on matters relating to local conditions of employment.

John Tabak
President, APWU Local 390 - Albany, NY

Date

George Polemeropolous, Senior MDO
For Eric Teiman, Plant Manager - Albany, NY; (A) District Manager

Date

Lawrence Elliot
Postmaster - Albany, NY

Date