

10/27  
8:00am

New Hires ODL

MEMORANDUM OF UNDERSTANDING

between

U.S. POSTAL SERVICE

Albany, New York

and

AMERICAN POSTAL WORKER UNION

Albany, New York Local

Motor Vehicle Craft

November 2010 – May 2015

May 2015 - Sept. 2018

ITEM I ✓

For Motor Vehicle Services Employees: Wash-up time – past practice will prevail.

For Vehicle Maintenance Facility Employees: Reasonable wash-up time shall be granted to those employees who perform dirty work or work with toxic materials. Past practice will prevail.

★ ITEM II

A regular work week of five (5) days with fixed days off will be maintained.

ITEM III

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.

✓ ITEM IV – Vacations

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

1. Winter Period:      2012 – January 7 – February 24  
                                 2013 – January 5 – February 22  
                                 2014 – January 4 – February 21  
                                 2015 – January 3 – February 20
  
2. Spring Period:      2012 – February 25 – May 4  
                                 2013 – February 23 – May 3  
                                 2014 – February 22 – May 2  
                                 2015 – February 21 – May 1

Cut-off for submission of applications will be February 1.

★ - discuss at a later date

3. Choice Period:     **2012 – May 5 – September 21**  
                              **2013 – May 4 – September 20**  
                              **2014 – May 3 – September 19**  
                              **2015 – May 2 – September 18**

Cut-off for submission of applications will be March 31.

4. Fall Period:        **2012 – September 22 – November 30**  
                              **2013 – September 21 – November 29**  
                              **2014 – September 20 – November 28**  
                              **2015 – September 19 – November 27**

Cut-off for submission of applications will be September 1.

**B. Vacation Schedules:**

1. Employees earning thirteen (13) days annual leave per year are limited to ten (10) days annual leave during the choice period.
2. Employees earning twenty (20) or twenty six (26) days annual leave per year are limited to fifteen (15) days annual leave during the choice period.
3. 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).
4. a. Choice vacation selections will be awarded in accordance with seniority by section.  
  
      b. Sections are defined as follows:
  1. Vehicle Operations
  2. Vehicle Maintenance
- c. Seniority for annual leave and choice vacation selection shall be determined by total craft seniority.
5. Employees requesting to cancel annual leave (vacation) must do so in writing, to his/her supervisor. Cancellation requests must be made no less than twenty-one (21) days prior to the start of the leave being cancelled. The APWU MVS Craft Director and/or Shop Steward will be notified of any cancellations. Employees who have not reached the maximum allowable annual leave (see National Agreement, Article 10.3.D) will have their requests for the cancelled annual leave considered by seniority. Employees who have reached the maximum annual leave allowed (see National Agreement, Article 10.3.d) will be considered for the cancelled annual leave.

✓ ITEM V

~~Refer to Item IV~~

✓ 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

Employees, at their option, may request two (2) selections during the choice vacation period in units of either five (5) or ten (10) days.

✗ ITEM VIII

Jury duty 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. Military Leave during choice vacation periods will not be charged to the choice vacation period % when submitted by March 31<sup>st</sup>.

✓ ITEM IX

In the Motor Vehicle craft, the number of employees allowed annual leave each week during the vacation periods are as follows:

VEHICLE OPERATIONS: Choice period – 16%  
Fall, winter and spring – minimum of 8%

VEHICLE MAINTENANCE: Choice Period – 16% This will be  
comprised of one (1) clerk and one (1) bodyman with the remainder  
mechanics.  
Fall, winter, and spring – minimum of 8%

(These percentages are adhered to when employees submits leave request during the posting for vacation periods)

✓ ITEM X

- A. 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.
- B. 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 APWU, Albany, Local

✓ ITEM XI

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

The procedures for submission of applications for **incidental** annual leave will be as follows:

- A. Form 3971 shall be submitted no earlier than twenty-one (21) days prior to the date desired. Management will return the Form 3971 to the employee no later than ten (10) days from the date submitted either approved or stating a reason for disapproval. Leave requests will be considered on a first-come first-serve basis. If multiple leave requests are received on the same day, for the same day off, they will be considered on a seniority basis.

ITEM XIII

The following format will be adhered to when scheduling employees to work on their holiday or days designated as their holiday:

- A. Full time and part time ~~regular~~<sup>Flex</sup> employees who have volunteered to work on the holiday, or their designated holiday when such day is part of their regular work schedule. These employees would be working at the straight time rate in accordance with Article 11, Section 4, of the National Agreement.

~~B. PSEs.~~ B, PSEs

- C. Full time if they are scheduled to work and it is what would otherwise be their non-scheduled work day, they will be guaranteed eight (8) hours at the overtime rate in accordance with Article 8, Section 1 and 4 of the National Agreement.

D: Full time who have not volunteered and who will be working on what would otherwise be their non-scheduled work day. In the case of such full time employees, they will be guaranteed either (8) hours at the overtime rate in accordance with Article 8, Sections 1 and 4 of the National Agreement.

E. All other full time who have not volunteered.

In scheduling volunteers in accordance with paragraphs C and D above, seniority shall be used.

In scheduling non-volunteers in accordance with paragraphs E and F above, inverse seniority shall be used.

✓ ITEM XIV

The Overtime Desired List will be by section as indicated below:

1. Motor Vehicle Operations
2. Vehicle Maintenance

Seniority for overtime shall be determined by Total Craft Seniority.

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

✓ ITEMS XV, XVI, XVII

Past practice on light duty assignments will be followed. No limitations on number of light duty assignments. If any sick or injured employee is to be reassigned to a tour or craft other than his/her assigned duties, the Union will be consulted before reassignment. Possible light duty will be considered in the Motor Vehicle craft before assignment to another craft.

✓ ITEM XVIII

When reassignments must be effected, sections for this purpose should be defined as follows:

A. VMF is a separate section.

1. Each occupational group and level is a separate section.

B. Vehicle Operations is one section.

✓ ITEM XIX

Past practices will prevail on parking.

✗ ITEM XX

Annual leave to attend Union activities will be charged to the choice vacation period.

✗ ITEM XXI

- A. An employee shall be considered to be in that section in which he/she spends the majority of his/her time. In those cases where equal time is spent in more than one section, the section where the employee begins his/her duties shall be considered his/her section.
- B. The union will be furnished a copy of all assignment notices (1723) for all motor vehicle craft employees. Notices of promotion of part time flexibles to regular and all separation notices will also be furnished.
- C. Tailgate delivery – it is agreed that sacks and/or pouches of mail for delivery to or from stations will be pulled from the racks and loaded on GPMC's and OTR's by Office personnel. The GPMC's and OTR's shall be moved to the docks by the Motor Vehicle Operators with assistance from Office personnel to the extent feasible. Motor Vehicle Operators should advise their immediate supervisor of any unsafe situations or contact the Manager/Vehicle Programs if they are not available.
- D. Qualified Motor Vehicle drivers will be considered for coverage of the **Driver Safety Instructor**.
- ★ E. Car Carrier work will be performed primarily by Motor Vehicle Service ~~(Tractor, Trailer Work)~~. If MVS is not available a qualified VMF employee may be utilized.
- F. When Motor Vehicle drivers report for duty, on available time, and comparable assignments exist that can be accomplished within the allotted time frame, the senior employee **by level** will be given his/her choice of assignments, **when operationally feasible**.

✓ ITEM XXII

- A. When change involves more than one (1) hour and/or up to three (3) hours, the Union will be represented when the employee is notified of his option to accept or reject the change of time period. The employee's decision will be the final factor.

The criteria negotiated above will also apply to cumulative changes in starting time. Any change cumulative of more than the three (3) hours must be reposted.

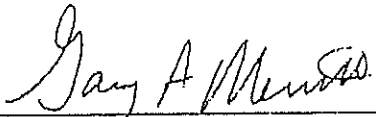
- B. All Motor Vehicle assignments will be posted once each year in the month of October; and the maintenance assignments will be posted once a year during the month of September.
- C. The successful bidder must be placed in the new assignment within eighteen (18) days except in the month of December.
- D. In the MVS Craft, when an established run is abolished, all duty assignments in the same level occupied by MVS Drivers junior to the senior MVS driver whose bid was abolished will be posted for bid to currently qualified MVS drivers within the section.**



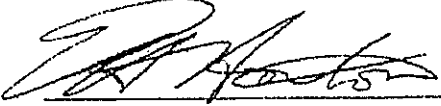
Local Memorandum of Understanding for Motor Vehicle Service Craft

November 2010 – May 2015


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, AFL-CIO- Albany, NY Local designated agents of the Union signatory to the National Agreement APWU pursuant to the Local Implementation provisions of the 2010 National Agreement. This Memoranda of Understanding constitutes the agreement on matters relating to local conditions of employment.

  
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Gary Merritt  
President, Albany Local APWU

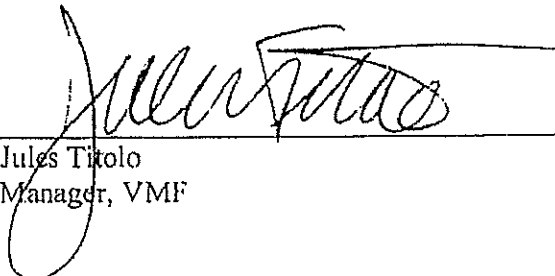
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Date

  
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Ed Horton  
Supervisor, MVS

9/20/11  
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Date

  
\_\_\_\_\_  
Anne Burton  
Manager, Transportation & Networks

9/20/11  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Jules Titolo  
Manager, VMF

9/20/11  
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Date