



**AMERICAN POSTAL WORKERS UNION
ROCHESTER NY 14692
CLERK CRAFT
LOCAL MEMORANDUM OF UNDERSTANDING
SEPTEMBER 30, 2011 - MAY 20, 2015**

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APWU CLERK CRAFT

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MEMORANDUM OF UNDERSTANDING

The following constitutes the understanding between the United States Postal Service and the American Postal Workers Union regarding the conclusion of impasse procedures pursuant to Article 30, "Local Implementation".

Where the subject matter of a specific provision arose as a dispute, and was not resolved at the regional level, and was forwarded to the national level for resolution, said provision will apply at the Rochester, New York Post Office.

These local implementations shall become effective at the Rochester, New York Post Office **September 30, 2011**, and shall expire concurrently with the **2010-2015** National Agreement.

The parties recognize that by reaching agreement on the attached provisions, they do not forego the raising of the question of arbitrability under Article 30 as a national level grievance as to the interpretation of the National Agreement.

Article 1 - Union Recognition

1. In accordance with Article 1, Section 1, of the National Agreement, the Rochester Area Local (APWU) shall be recognized as the exclusive bargaining unit representative for all clerical craft employees.

MEMORANDUM OF UNDERSTANDING

Article 8 - Hours of Work

1. Every effort shall be made to maintain the present complement of Monday through Friday basic workweek. Management will consult with the union prior to any changes in the basic workweek.
2. Every effort shall be made that no full-time employee shall be scheduled both Saturday and Sunday in the basic workweek.
3. Overtime will be distributed on an equitable seniority basis, starting with the senior employees and rotating those employees that have the primary or secondary schemes required to work the overtime assignment. Overtime will be distributed consistent with previous Local Memorandums of Understandings, in that, when overtime is necessary management will utilize those full-time employees on the appropriate Overtime Desired List. However, it is also recognized that it makes business sense to utilize **PSE** employees up to 40 hours prior to using full-time employees on the Overtime Desired List. Sections will be considered by tour and principle assignment area, such as, FSM section, SPBS, manual, automation, office unit, station/branch, clerk messenger, etc.
4. All sorting machine employees will be given a fifteen minute break every two hours, not to exceed two (2) hours and fifteen (15) minutes.
5. Overtime Desired Lists shall be by tour in the P&DC and by unit, station or branch outside the P&DC. There shall be a list for scheduled days and a list for non-scheduled days, which will be rotated independently of each other. The list for non-scheduled days will be rotated by day. Overtime will be afforded up to ten hours on scheduled days and eight hours on non-scheduled days in the appropriate work area. Management may then exercise the option of utilizing any available clerk on an Overtime Desired List with the necessary qualifications for the overtime assignment in their current bid, prior to paying penalty overtime. These Overtime Desired Lists will be posted with overtime opportunities updated and recorded on posted lists whenever they are offered. Failure to report for overtime as scheduled without authorization will cause the employee's name to be removed from that Overtime Desired List for the remainder of the quarter.

Fill-in employees, including Overtime Desired List Station Fill-ins, who normally work 20 hours a week or more in Mail Processing, will be added to the General Overtime Desired List. Employees must be working in Mail Processing when the overtime is offered.

Overtime Desired Lists will be furnished to the union quarterly.

Station fill-ins on the Overtime Desired List will be allowed to work overtime in their assigned station prior to non-Overtime Desired List employees being ordered.

MEMORANDUM OF UNDERSTANDING

Article 8 - Hours of Work

6. Management shall make every effort to notify regular employees one (1) hour in advance of overtime (required or voluntary), except in emergency conditions. When an employee gives a valid reason to be excused from required overtime, consideration will be given to the request by the immediate supervisor.
7. Due to the fact that the handling of mail necessitates a wash-up period, a five (5) minute period of time will be allowed before lunch and end of tour.
8. When it is deemed necessary by management to require any full-time regular employee to report on their non-scheduled day, the employee shall be notified as soon as possible.
9. **PSE** clerks will work until excused. **PSE's** are to be informed of the number of hours of overtime they will be expected to work after completion of seven (7) hours. If tour supervision is unable to determine the number of overtime hours the flexible(s) will be required to work, then the **PSE** clerks must be given one-half (1/2) hour's notice prior to being excused.
10. When a unit has no employees on the Overtime Desired List and must require overtime, volunteers with the necessary skills will be solicited prior to the application of Article 8, Section 5 D of the National Agreement.
11. Overtime may be offered to any permanently or temporarily ill or injured employee listing their names on the Overtime Desired List in their bid section, provided such employee can perform the duties commensurate with the overtime given and within their medical restrictions, and in proper seniority rotation with all clerks on that Overtime Desired List. Medical restrictions prohibiting overtime will be considered an overtime opportunity. No other overtime will be offered except that opportunity given to all clerks on the General Overtime Desired List. The ill or injured employee must sign the Overtime Desired List for the quarter in order to be offered overtime.
12. Management shall make every possible effort to ensure that no employee is scheduled for lunch sooner than three and one-half (3 1/2) hours after his/her starting time.
13. All CFS operators will be afforded two (2), fifteen (15) minute breaks in an eight (8) hour shift, not to exceed two (2) hours and fifteen (15) minutes between lunch or break. Overtime breaks will be consistent with this provision.

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Article 8 - Hours of Work

14. All clerks will be authorized two (2) fifteen (15) minute breaks during their eight (8) hour tour of duty. In window and station/branch operations, these breaks will be scheduled at times which minimize impact on Customer Services.

MEMORANDUM OF UNDERSTANDING

Article 10 - Leave

1. An employee not on the Restricted Sick Leave List who has sick leave approved by his/her immediate supervisor shall not have this leave withdrawn by any management official, unless there is evidence that this sick leave was abused.
2. **The Prime-Time vacation period commences the first full week of May and ends the second full week of September, and is to include the weeks of the April Spring recess as designated by the Rochester City School District and Thanksgiving. These dates will be considered "Category A Choice" on the Vacation Selection Form. "Category B Choice" will be all other dates, excluding December 1 - December 24, but including the week from December 25 - January 1.**
3. **Selection Period begins on December 26 and ends on January 15. Each Manager Distribution Operations or Manager Customer Services in the work location shall issue vacation selection forms to all Full Time employees by December 26, and must be returned no later than January 15. The approved vacation selections will be posted by the second Monday in February. No employee shall have his/her scheduled leave canceled for any reason, unless he/she requests it in writing**
4. **During the Selection period for Category "A"; Choice Vacation, employees at their option, may request two (2) choices of annual leave in choice vacation. In units of five (5) and five (5), five (5) and ten (10), or fifteen (15) continuous calendar days. Vacations during Category "A"; Prime -Time Vacation will be granted on the basis of a maximum of fifteen percent (15%) of the regular clerk craft of the following - division, unit, tour, section, stations and branches based on seniority within these named groups, consistent with Section 9 of this Article. Any fraction of .5 or above will be rounded to the next highest whole number.**
5. **During the Selection period Category "B"; Non-Choice, employees will receive one (1) choice in units of five (5), or ten (10) continuous days by seniority. Vacations during Category "B"; Non Prime -Time Vacation will be granted on the basis of a maximum of ten percent (10%) of the regular clerk craft of the following - division, unit, tour, section, stations and branches based on seniority within these named groups, consistent with Section 10 of this Article. Any fraction of .5 or above will be rounded to the next highest whole number.**
6. Any clerical employee who exhausts his/her annual leave before his/her scheduled vacation period shall have that scheduled vacation period declared null and void. However, under extenuating circumstances, and in accordance with the provisions of the Employee and Labor Relations Manual, the employee may submit a request to the installation head for LWOP covering the same period.

MEMORANDUM OF UNDERSTANDING

Article 10 – Leave

7. When an employee transfers to a new unit, tour, section, division, or station assignment after submission of a vacation request, consideration will be given to granting the same vacation period as requested, if at all possible.
8. Requests for additional weeks of annual leave **outside of the selection period**, in addition to changes and forfeitures in scheduled leave, must be submitted by letter to the Manager Distribution Operations or Manager Customer Services for consideration at least fourteen (14) days in advance.
 - a. **All requests for annual leave of less than five (5) days, including requests in the Category “A” and Category “B” choice period, must be submitted at least seven (7) days in advance to the Manager Distribution Operations or Manager Customer Services for consideration. Requests in the Category “A”; choice period will be granted if less than the agreed upon fifteen percent (15%) are scheduled off; and will be honored if at all possible when fifteen percent (15%) are on scheduled annual leave, commensurate with the needs of the service and in accordance with Sections 4 and 10 of this Article. All absences in F4 will be counted toward the allowable number.**
 - b. **Requests in the Category “B”; choice period will be granted if less than the agreed upon ten percent (10%) are scheduled off; and will be honored if at all possible when 10 percent (10%) are on scheduled annual leave, commensurate with the needs of the service and in accordance with Sections 4 and 10 of this Article. All absences in both F1 and F4 will be counted toward the allowable number.**
 - c. **Annual leave requests for eight (8) hours or less will be granted at management’s discretion whenever possible. Requests for leave of any type will be submitted in duplicate. All requests not acted upon by management within five (5) working days will be considered approved leave.**
9. Any request for annual leave or leave without pay preceding widely observed holidays will be considered contingent upon conditions of business. Such request must be submitted to the Manager Distribution Operations or Manager Customer Services at least three (3) days in advance.
10. For the purpose of determining the number of clerks who may receive annual leave during any particular week during **category “A” or Category “B” choice period**, the bidding of annual leave will be by tour and principle assignment area, such as, FSM section, SPBS, manual, automation, station/branch, etc. **Any new positions established in the future will be negotiated locally.**
11. Any scheduled employee wishing to attend a union meeting must give management forty-eight (48) hours advance notice prior to date of such meeting. The employee will have the option of using annual leave or LWOP. Not more than seven percent (7%) of the tour of duty during the scheduled time of the meeting will be allowed to attend.

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Article 10 - Leave

12. Leave granted under Article 24 will not be considered part of the choice vacation plan and have no impact thereon.
13. Vacations will start on the first day of the basic work week, unless the employee, his representative and the immediate supervisor otherwise agree.
 - a. **F4 clerk Weekly vacation period shall commence on Monday and end on Sunday, unless the employee, the representative and the immediate supervisor agree otherwise.**
14. **All employees presently in regular fill-in bid positions for the purpose of vacations, holidays, annual leave and sick leave will be administered by the division the fill-in bid is assigned to.**
15. **In order to guarantee that the employees scheduled vacations are not canceled due to the lack of annual leave when the employee is due an adjustment for annual leave, upon his request the Finance Division shall notify the Manager Distribution Operations or Manager Customer Services of the number of hours in the adjustment. Those hours shall be considered as part of the employees leave balance.**

MEMORANDUM OF UNDERSTANDING

Article 11 - Holiday

1. The following Holiday Pecking Order is established:
 1. All **PSE's** even if overtime is necessary
 1. **b** Volunteers, full and part-time fixed scheduled employees by seniority.
 1. **c** whose regular schedule includes that day.
 1. **d** whose regular schedule does not include that day.
 1. **e** Non-volunteers, full and part-time fixed scheduled employees by inverse seniority.
 1. **f** whose regular schedule does not include that day.
 1. **g** whose regular schedule includes that day.
2. Holiday sign-up sheets soliciting volunteers will be posted approximately two (2) weeks prior to the posting of the holiday schedule. Employees will be allowed to volunteer until 12:01 AM, Monday of the week in which the holiday schedule is posted.

Article 12 - Principles of Seniority, Posting & Reassignments

1. **For the purposes of excessing to the needs of a section within the installation, the following sections shall be established by principle assignment area:**
 - a. **All F1 clerks by tour and wage level**
 - b. **The Main office windows, Pool Clerks, and F4 Box section**
 - c. **CFS**
 - d. **Weigh Room, Mailing requirements, claims and inquiry by tour**
 - e. **Administrative Offices by tour**
 - f. **All stations and branches to include GMF –Carrier Section F4 clerks will comprise a single section. In the event of a consolidation, those offices affected will become a separate section during the transition period.**
 - g. **When there is excessing/in section bidding, all employees holding a bid duty assignment in that section will be considered qualified for the purpose of eligibility to bid only.**

MEMORANDUM OF UNDERSTANDING

Article 13 - Assignment of Ill or Injured

1. There shall be a reasonable number of duty assignments per tour, reserved for permanently and temporarily ill or injured clerk craft employees. Each such employee shall remain on the tour assigned at the time it was determined the employee was permanently ill or injured. In the event such duty assignments on any particular tour are filled, management will consult with the union in regard to the assignment of such employee.
2. Reserved duty assignments are as follows - primary cases, SCF cases, or secondary cases, surveys and office clerical work if qualified, which does not entail prolonged standing or lifting.
3. In the event, that an assignment shall not be adversely affected, management shall provide rest bars or seating devices in order to convert that assignment to one which may be filled by a permanently ill or injured employee.
4. Clerical craft employees currently on bid assignment, temporarily ill or injured, shall be assigned duties as closely related as possible, to their present bid assignment and consistent with their medical needs. In the event such employee cannot perform the major portion of the bid assignment after thirty (30) days, said employee shall be given a tour assignment reserved for those temporarily ill or injured.
5. Management shall review the medical status of all temporary light duty employees at the conclusion of the anticipated convalescent period in concurrence with the employee's medical request.
6. Management shall provide evidence to the union that all light duty assignments in the other crafts are filled before consideration is given to employees in other crafts who are in need of a light duty assignment in the clerk craft. In no case, shall a permanent light duty assignment be given to a non-clerical employee.
7. Assignment of ill or injured employees from other crafts shall be assigned to Tour I when assigned to the clerical craft. Extenuating circumstances shall be reviewed with the APWU.

MEMORANDUM OF UNDERSTANDING

Article 37 - Clerk Craft Provisions

1. The agreed upon time referred to in Article 37, Section 3, Paragraph A., 4.c.2, shall be sixty (60) minutes.
2. The installation head shall furnish the union with a list showing the entire complement of full-time regulars and part-time flexible employees in order to establish the ratio as defined under Article 7, Section 3, of the National Agreement. Such list shall be supplied annually.
3. The president and vice-president of the Rochester Area Local, APWU, shall be provided a permanent designated parking space.
4. All assignments consisting of prolonged standing or involving heavy lifting shall be assigned in a fair and equitable manner.
5. Where weather conditions, failure of power supply, an Act of God, or other causes beyond the control of the employer necessitate that management curtail or terminate operations, employees so affected will be notified where possible.
6. On a semi-annual basis (calendar year), the designated representative of each craft of the APWU shall be furnished an updated seniority list for his craft. A copy of this list shall be posted on the bulletin boards for each craft and updated as necessary.
7. The determination of what constitutes a sufficient change in duties, principal assignments, area or scheme knowledge, in a duty assignment to cause it to be reposted shall be accomplished in agreements in each instance with the local union and the installation head at the time of contemplated change. If the parties cannot agree then, their difference may be settled by the grievance appeal procedure.
8. When more than one (1) position is posted for bid, the preference of choice shall be noted on one bid sheet - 1st choice, 2nd choice, 3rd choice, etc.
9. APWU bulletin boards shall be provided at all installations where members of the APWU are regularly assigned. Management will consult with the APWU prior to the installation of such boards.
10. The union will be notified of all employees who fail their required scheme examinations, so that the union will make every effort to help those employees meet their scheme requirements.

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Article 37 - Clerk Craft Provisions

11. When assigning personnel to a machine seniority rules will prevail in all instances with the exception of accidental breakdowns. In the event of accidental breakdowns, the machine team involved would be assigned to other duties. Clerks will be assigned at the first convenient time, such as when beginning tour, a break, or change in rotation, consistent with service needs.
12. Flat sorting machine operators will not key for more than forty-five (45) minutes.
13. The installation head or his designee and the local union president or his designee will review the minutes of the bi-monthly labor/management meeting before they are printed.
14. Policy statements and revisions in postal rules and regulations shall be posted in a visible location, in all work areas and stations and branches. Employees may be given the opportunity to review these changes during normal work hours.
15. In order to maintain the Postal Service policy of strict security for window and distribution clerks' accountable and fixed credits there shall not be any unauthorized personnel allowed in the area of a window clerk. Furthermore, all purchasing of postal stamps, envelopes, money orders, etc. shall be done in the front of the counter area for each window clerk by any such unauthorized person. This policy regarding security for all window operations and any other security policies will be posted wherever fixed or flexible credits are assigned.
16. The fill-in detail list will be used to cover functions, which are temporarily necessary due to such occurrences as vacations, extended sick leave, positions pending qualification or special projects.

Such fill-in detail list shall be posted and shall be awarded on a senior qualified basis. Such bid shall state that these employees when not on a temporary assignment shall work their normal bid.

When the fill in position requires typing responsibilities, the senior employee will be placed into the detail position and must be able to demonstrate a working knowledge and proficiency related to typing and/or computer programs related to typing, such as creating Word documents that are utilized on a daily basis. Failure to demonstrate this proficiency will result in the employee being returned to their regular bid position and the selection of the next senior bidder for consideration.

The fill-in detail list shall be bid once each year to close no later than February 1st. The assignments, given in accordance with the above, shall be considered the employees regular schedule during the temporary assignment for purposes of compliance with the F.L.S.A., providing proper notification of the change.

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Article 37 - Clerk Craft Provisions

Such assignments may be filled from time to time, during the course of a calendar year; however, should this temporary assignment in any one fill-in detail exceed one hundred and eighty (180) days during the year, it shall be deemed sufficient cause to have a permanent position posted to cover that assignment, providing that the employee being covered is not on extended sick leave. Management and the union will meet to discuss any extenuating circumstances. The creation of such temporary bids shall supersede all previous agreements regarding temporary details.

17. Management shall exchange information prior to changing the job description and the posting of all changed or newly created positions in order that the union may determine if the principles of seniority were complied with during reposting. A copy of all postings shall be given to the unions.
18. Opportunities for on-the-job training instructor will be offered to the senior qualified person requesting such assignment.
19. It is agreed that bid assignments of less than eight (8) hours at stations or branches will be kept at a minimum.
20. All full-time regular employees on a bid shall be given job assignments on a daily basis within their duty assignment by seniority. Unassigned regulars shall be given duty assignments on a daily basis consistent with the needs of the service by seniority.
21. When management creates a new position, consultation will take place. Residual vacancies will be **supplied to the union** on a quarterly calendar basis.
22. When the need arises to fill assignments on a temporary basis, utilizing **PSE** employees, and such assignments are considered preferred due to the starting time or tour, qualified **PSE** employees will be afforded the opportunity to fill these assignments in accordance with their standing on the **PSE ranking** unless management determines their skills/qualifications are needed elsewhere.
23. When the need arises for the assignment of a station fill-in, the senior qualified fill-in available at that time shall be given the assignment when possible. Any credit unused for a period of ninety (90) days will be closed. This provision will not alter the F-1 Handbook, as it applies to shortages or overages in fixed credit.
24. Union orientation for new employees, represented by the APWU, will consist of a maximum of one (1) hour with the APWU designees.

MEMORANDUM OF UNDERSTANDING

Article 37 - Clerk Craft Provisions

25. There will be no training scheduled during the period of December 10 through 25, except for qualifying examinations. Additional exceptions will be through mutual agreement with the union and management.
26. Every effort will be made consistent with productive and safe operations in CFS to provide CFS employees chairs with backs at all labeling cases.
27. In accordance with principles of the date of seniority and to maintain employee proficiency, all duties will be rotated on a regular basis so that all employees work within each function of the Computer Forwarding Operations daily.

Keying tasks in the CFS Unit will be rotated so that no employee is assigned the same task for longer than a two (2) hour time period, provided sufficient keyers are available. The sweep and load tasks for mechanized machines should be separate operation from the prepping task for the purpose of rotations. A break will also constitute a rotation.

28. All computer consoles in CFS will be placed on a weekly cleaning schedule for surface/exterior cleaning and management will ensure for proper operation and environmental factors that there is proper ventilation, heating and/or cooling at all times.

First aid kits will be kept in CFS at all times.

29. The language in Article 37, Section 3A-9 of the National Agreement shall apply when a position is upgraded locally.


MEMORANDUM OF UNDERSTANDING

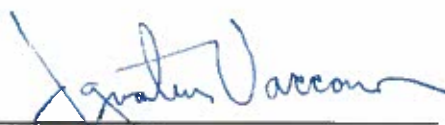
"Presently effective Local Memorandum of Understanding not inconsistent or in conflict with the **2010-2015** National Agreement shall remain in effect during the term of this Agreement unless changed by mutual agreement pursuant to the Local Implementation Procedure set forth."

This Memorandum of Understanding is entered on **September 30, 2011**, at Rochester, New York, between the representative of the United States Postal Service, and the designated agent of the APWU, Clerk Craft, pursuant to the Local Implementation Provision of the **2010-2015** National Agreement. It is mutually agreed that any item submitted to impasse will be handled in accordance with the National Agreement.

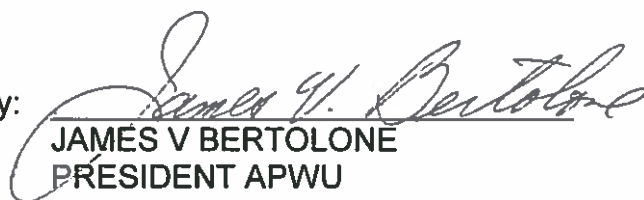
IN WITNESS WHEREOF:

UNITED STATES POSTAL SERVICE

by: 
RHONDA BENTON
PLANT MANAGER
ROCHESTER NY

by: 
IGNATIUS VACCARO
POSTMASTER
ROCHESTER NY

AMERICAN POSTAL WORKERS UNION, AFL-CIO, CLERK CRAFT

by: 
JAMES V BERTOLONE
PRESIDENT APWU
ROCHESTER NY