



BERGEN NEW YORK 14416

AMERICAN POSTAL WORKERS UNION (APWU)

CLERK/MAINTENANCE CRAFT

MEMORANDUM OF UNDERSTANDING

**September 21, 2018 - September 20, 2021**

---

TABLE OF CONTENTS  
MEMORANDUM OF UNDERSTANDING  
APWU CLERK & MAINTENANCE CRAFT

		<u>Page</u>
<b>Article 1</b>	<b>Union Recognition</b>	1
Article 8	Hours of Work	1-2
Article 10	Leave	2-3
<b>Article 11</b>	<b>Holidays</b>	4
Article 37	Clerk Craft Provisions	4-5
	Signatory	5

## MEMORANDUM OF UNDERSTANDING

### 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 and maintenance craft employees.**

### Article 8 - Hours of Work

1. **Every effort shall be made to maintain the present complement of Monday through Friday basic work week and lunch periods. Management will notify the Local Union prior to any permanent change in the scheduled work week for all APWU represented employees.**
2. **Full time regular work weeks shall consist of 5 days with fixed days off. An employee's non-scheduled work day may be changed only by mutual consent of management, APWU and the employees concerned and changes will be documented in writing.**
3. **To insure that all clerical employees are afforded an equal opportunity to work overtime, a list shall be posted and maintained. Each clerk shall be listed by seniority indicating the date and overtime worked. Any employee who is called and afforded overtime and refuses, it shall be considered an overtime opportunity offered and forfeits this turn and shall wait the completion of the cycle before being offered overtime again.**
4. **Because of the fact that the handling of mail necessitates a wash-up period for employees, two (2) wash-up periods, up to five (5) minutes each, will be granted daily. They will consist of a wash-up period before lunch and before end tour. Management will grant additional time if necessary.**
5. **When it is deemed necessary by management to require any full time employee to report on their non-scheduled day, the employee shall be notified as soon as possible.**
6. **Management shall make every effort to notify employees one hour in advance of overtime (required or voluntary) except in emergency situations.**
7. **Two (2), Ten (10) minute breaks will be given to clerks, one (1) before and one (1) after lunch, consistent with the needs of the service. Clerical breaks will not interfere with customer service responsibilities (dispatch times or retail service). ALL clerks scheduled for four (4) hours will receive one break within those four (4) hours. ALL clerks scheduled for six (6) hours will receive a second break or lunch, within those six (6) hours.**

## MEMORANDUM OF UNDERSTANDING

### Article 8 - Hours of Work

8. **PTF and/or PSE schedules will be posted by Wednesday of the preceding week to allow employees who wish additional hours to participate in the voluntary loaner program. For any necessary changes in the posted schedule, including overtime, employees will be notified as soon as possible.**
9. **No employee will have more than one lunch period or break in service in one day.**

### Article 10 – Leave

1. **PSE employees will be allowed to submit vacation leave after all career employees have made their vacation selections. PSE requests for annual leave may not exceed their expected accrued leave hours, or the number of hours that the employee would have been scheduled to work, up to:**
  1. **40 hours in any one week.**
  2. **80 hours in any one pay period.****If a dispute arises as to the number of hours a PSE would have been scheduled to work, the schedule is considered to have been equal to the average hours worked by other PSEs or PTFs in the same work location on the day or week in question.**
2. **The choice vacation period shall be the calendar year excluding December. Employees may request the week between Christmas and New Year's. Approval will be based on Past Practice and the Needs of the Service.**
3. **Employees will be notified to submit vacation requests on January 2nd to be turned in no later than January 31st. Approved vacation time will be posted for all employees during the week of February 15th.**
4. **Each employee, by their seniority, may request two (2) choices of five (5) and five (5), five (5) and ten (10), or one (1) choice of fifteen (15) continuous work days of annual leave. Additional requests for whole weeks will be considered under the incidental leave procedure. However, requests for whole weeks will be acted upon as soon as possible.**
5. **A minimum of fifteen (15) percent [never less than one (1) craft employee] in the craft will be granted annual leave during one (1) time period. Fractional percentages of .6 or greater will allow an additional employee off.**

## MEMORANDUM OF UNDERSTANDING

### Article 10 – Leave

6. Incidental leave requests shall be granted on a first come basis. Simultaneous requests will be granted based on seniority and equity. Normally, requests shall be submitted no earlier than 30 days in advance and shall be acted upon no later than **five (5) days from management's receipt or the leave will be considered approved**. Management will make every effort to approve the incidental leave requested. In reviewing incidental leave requests, management may consider all absences in the office.
7. **Request for additional weeks of annual leave, changes or forfeitures, must be submitted by letter to the Installation Head for his/her consideration at least fourteen (14) days prior to subject period. These weeks will then be offered by seniority if submitted on the same day.**
8. **Vacation shall start on Monday of the bid week. Exceptions may be granted by agreement among the Employee, the Union Representative, and the Employer, and must be requested at the time the vacation selections are submitted.**
9. **Any employee who exhaust his/her annual leave before his or her scheduled vacation period shall have that schedule vacation declared null and void. However, under extenuating circumstances and in accordance with the provisions of the Employee Labor Relations Manual, the employee may submit a request to the Installation Head for LWOP covering the same period.**
10. **Jury duty will not be charged to Prime Time vacation periods.**
11. **An employee who is called for Jury duty during the employee's scheduled choice vacation period or who attends a National State or Regional Convention (Assembly) during the choice vacation period is eligible for another period provided that period has not been selected by another employee. This previously awarded week will not be made available for reselection.**
12. **Annual leave to attend other Union activities will be afforded if at all possible.**

## MEMORANDUM OF UNDERSTANDING

### Article 11 – Holidays

The following Holiday Pecking Order is established:

1. **Part-time Flexibles**
2. **Volunteers, Full-time and NTFT employees by seniority whose regular schedule includes that day.**
3. **All PSEs.**
4. **Volunteers, Full-time and NTFT employees by seniority whose regular schedule does not include that day.**
5. **Non-volunteers, Full and NTFT employees, by juniority**
  - A. **Whose regular schedule does not include that day.**
  - B. **Whose regular schedule includes that day.**

### Article 37 - Clerk Craft Provisions

1. **When it is necessary to change, abolish and/or revert a duty assignment, the installation head/designee shall notify the APWU Local President.**
2. Policy statements and revisions in Postal rules and regulations shall be posted in a visible location, in all work areas. Employees will be given the opportunity to review these changes during normal work hours.
3. In order to maintain the Postal Service policy of strict security for window and distribution clerks accountables and fixed credits there shall not be any unauthorized personnel allowed in the area of a window clerk, unless otherwise directed by the Postmaster or his designee. Furthermore, all purchasing of postal stamps, envelopes, money orders, etc. shall be done in the front of the counter area of each window clerk by any such authorized person.
4. **All assignments for the full time employees will be made consistent with seniority on a daily basis within the employees duty assignment from those available. Disputes concerning job assignments will be settled by seniority. However, in order to gain or maintain skills, for training purposes, both full time and part-time flexibles will be given an opportunity to be assigned duties within their craft job descriptions. When requested by the clerks, such training will be given based on the needs of the service.**

MEMORANDUM OF UNDERSTANDING

Article 37 - Clerk Craft Provisions

5. The word emergency shall be defined in this Memorandum of Understanding as an unforeseen circumstance or a combination of circumstances which calls for immediate action in a situation which is not expected to be of a recurring nature. **When the decision has been made to curtail or terminate postal operations, to the extent practicable, the Employer will notify the Rochester Area Local President of this determination.**
  
6. **All new APWU represented employees that did not receive APWU orientation will report to the Rochester P&DC for their one (1) hour APWU orientation within two (2) weeks of starting their new position. Every attempt will be made to schedule them for this during the bi-weekly APWU orientation for new employees, currently every other Tuesday at 1 P.M.**

"Presently effective Local Memorandum of Understanding not inconsistent or in conflict with the **2018-2021** 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 **November 2020**, at Bergen, New York between the representative of the United States Postal Service and the designated agent of the APWU, pursuant to the Local Implementation Provision of the **2018-2021** National Agreement. It is mutually agreed, that any item submitted to impasse, shall be handled in accordance with the terms of Article 30 of the National Agreement.

**IN WITNESS WHEREOF:**

**UNITED STATES POSTAL SERVICE**

By: Tamelyn Howe for:

**CINDY JOHNSON  
POSTMASTER  
BERGEN, NY 14416**

**AMERICAN POSTAL WORKERS UNION, AFL-CIO, CLERK CRAFT**

By: Robert H. Stahl

**ROBERT H STAHL  
PRESIDENT, APWU  
ROCHESTER NY 14692**