



FAIRPORT NEW YORK 14450

AMERICAN POSTAL WORKERS UNION (APWU)
CLERK/MAINTENANCE CRAFT

MEMORANDUM OF UNDERSTANDING
SEPTEMBER 21, 2018 - SEPTEMBER 21, 2021

TABLE OF CONTENTS
MEMORANDUM OF UNDERSTANDING
APWU CLERK CRAFT

		<u>Page</u>
Article 1	Union Recognition	1
Article 8	Hours of Work	1
Article 10	Leave	2-3
Article 11	Holidays	3
Article 13	Assignment of Ill or Injured	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. Management shall make every effort to notify employees one (1) hour in advance of the time required for overtime. When it is deemed necessary by management to require any full time regular to report on their non-scheduled day, the employee shall be notified as soon as possible.
2. To insure that all clerical employees are afforded an equal opportunity to work overtime, lists shall be posted and maintained. Each clerk shall be listed by seniority. Any employee who is excused from an overtime opportunity based on the provisions of Article 8, section 5E of the National Agreement, shall be recorded as receiving proper overtime opportunity in seniority rotation.
3. There shall be two (2) overtime desired lists (ODL's); one for scheduled days and one for non-scheduled days. Clerks will be offered the opportunity to sign both lists if they wish to do so. Each overtime list will be rotated independently of the other.
4. Effort shall be made to maintain the complement of Monday through Friday work weeks. Management will negotiate with the Union prior to any changes in the basic work week.
5. 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. When changes in the posted schedule are necessary, including overtime, employees will be notified as soon as possible.
6. **Because of the fact that the handling of mail necessitates a wash-up period for employees, two (2) such wash-up periods will be granted daily. They will consist of up to a five (5) minute wash-up period before lunch, and up to a five (5) minute wash-up period before end tour. Management will grant additional time if necessary.**
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 10 – Leave

1. a) The choice Vacation Period shall commence on May 1st and end on September 15th, and will include President's Day week, the week of Easter, and the opening of deer season and Thanksgiving week in November.
b) Requests for annual leave for the week between Christmas and New Years will be submitted by December 10th, acted upon within seven (7) days. Requests will be granted by seniority and if possible, based on operational needs.
2. Vacations will be granted on the basis of a minimum of fifteen percent (15%) of the Clerk Craft employees on a seniority basis. For the purpose of this section , when the allowable percentage results is .25 or greater, this will allow an additional employee to be off.
3. **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.**
4. Employees at their option may request two (2) selections of annual leave in choice time in units of five (5) and five (5), five (5) and ten (10), or one choice selection of fifteen (15) continuous days. Seniority shall be the determining factor in issuance of vacation leave, during the choice period. After all employees have made their two (2) selections, other weeks will be bid by seniority limiting each bid to one additional week. Employees in a leave forfeit situation intending to use this leave will be given the opportunity to bid at this time.
5. Any request for annual leave other than the choice period shall be granted up to ten percent (10%) of the clerical complement. Such requests will be bid at the same time as the choice period. For the purpose of this section, when the allowable percentage results in a fraction of .50 or greater, this will permit an additional employee off.
6. Bidding for the choice and non-choice periods will commence on the second Tuesday of December with the vacation schedule posted by December 30th. Leave requests not bid in December that are "exceptional cases based on equity (e.g., anniversaries, birthdays, illness, deaths)" will be submitted in duplicate and will be acted upon within 14 days of submission or the leave will be automatically approved. Such requests will be granted provided that the allowable percentages for vacation periods are not exceeded by the number of employees scheduled off on any type of leave, based on equity and the nature of the request.
7. Incidental leave requests that are not considered "exceptional cases based on equity (e.g., anniversaries, birthdays, illness, deaths)" shall be granted on a first come, first served basis. These requests shall be submitted no sooner than thirty days in advance and will be acted upon no later than 7 days prior to the date requested or shall be considered automatically approved. These requests will be granted at management's discretion whenever possible.

MEMORANDUM OF UNDERSTANDING

Article 10 – Leave

8. Under no circumstances must sick leave balance alone be deemed sufficient cause to place an employee on restricted sick leave. The full procedure as outlined in the Employee and Labor Relations Manual must be followed.
9. When a clerk gives up a week of annual leave, the following guidelines will be used in order to re-post the week. In order to re-post this week, it must be given up in writing no later than 14 days prior to the schedule in order to post and meet the schedule requirements. If the 14 day time limit is not met, your right to cancel will be at management's discretion. The posting period will be for 5 working days. The week will be awarded to the senior person at the end of the posting period. In order to bid for this, the bidder must have sufficient balance of uncommitted annual leave.
10. Management shall, once they become aware, cancel the vacation of an employee who exhausts their leave prior to the vacation, unless a written request for LWOP due to extenuating circumstances has been submitted and approved by the Postmaster. Otherwise, the vacation will be re-posted just as it would for a clerk who voluntarily gave up their vacation.
11. When office hours are reduced for widely observed Holidays and leave is being afforded, employees will have the option of submitting form PS 3189 for their personal convenience rather than using annual leave or LWOP.

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 PSE's
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.

MEMORANDUM OF UNDERSTANDING

Article 13 - Assignment of Ill or Injured

1. Clerks in need of light duty will be assigned their normal duties that are within their medical restrictions.
2. Should this be impractical, and duties consistent with their medical restrictions are available out of part time hours, those duties will be assigned.
3. Management shall provide evidence to the Union that all light duty assignments in other crafts are full 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 any non-clerical employee.

Article 37 - Clerk Craft Provisions

1. All notices for bidding pertaining to clerical positions will be prefaced by the words "Clerical Position" in order to leave no doubt as to the category of the eligible bid.
2. Bidding for vacant assignments will be restricted to clerks of the installation if the vacancy occurs with seniority as the determining factor.
3. **When it is necessary to change, abolish and/or revert a duty assignment, the installation head/designee shall notify the APWU Local President.**
4. 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.
5. All employees scheduled to work the window will report prior to clocking on or off in proper uniform.
6. All employees within the clerk craft will participate in Good Housekeeping, e.g.; each individual is responsible for removing debris from their work area, placing empty cans in proper receptacle, etc.
7. Full time duty assignments vacant for at least 5 days will be filled by soliciting PSE's by senior and qualified for the assignment. The senior qualified PSE desiring to fill the position will fill the position for the duration of the assignment. Nothing in this section shall prohibit management from assigning this employee to other duties on a daily basis based on the needs of the service.
8. When loaners are worked in the office, Fairport employees will have preference for work hours and job assignments provided the loaner is available and qualified.
9. **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.**

MEMORANDUM OF UNDERSTANDING

Article 37 - Clerk Craft Provisions


10. 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 Fairport, 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 **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: 
TAMILYNN HORNE
POSTMASTER
FAIRPORT NY 14450

AMERICAN POSTAL WORKERS UNION, AFL-CIO, CLERK CRAFT

By: 
ROBERT H STAHL
PRESIDENT, APWU
ROCHESTER NY 14692