



PITTSFORD NEW YORK  
14534

AMERICAN POSTAL WORKERS UNION (APWU)  
CLERK/MAINTENANCE CRAFT

MEMORANDUM OF UNDERSTANDING

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

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APWU CLERK & MAINTENANCE CRAFT

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## 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 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 workweek and hour lunch period. Management will notify the Local Union prior to any change in the scheduled work week. Lunch periods may be shortened by mutual agreement and based on the need of the service.
2. All Full Time Regular schedules will include fixed non-scheduled days.
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 the overtime and refuses, it shall be considered as overtime opportunity offered and forfeits this turn and shall await the completion of the cycle before being offered overtime again.
4. 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.
5. Due to the fact that the handling of mail necessitates a wash-up period, a five (5) minute wash-up period will be granted twice a day. (Before lunch and end tour). **Employees will be afforded additional time as necessary.**
6. 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.
7. **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. NTFT, PTF and/or PSE clerks scheduled for six (6) hours will receive a second break or lunch.**
8. Management shall make every effort to notify employees one (1) hour in advance of the time required for overtime.

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### Article 8 – Hours of Work

9. PSE schedules will be posted by Tuesday 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 required overtime, employees will be notified as soon as possible.

### Article 10 – Leave

1. The choice vacation period shall be from the week of April 15th through the week of September 15th.
2. Vacation during the choice period will be granted on the basis of a minimum of fifteen percent (15%) of the clerk or maintenance craft employees on a seniority basis. A percentage of .5 or better will result in an additional clerk being permitted off.
3. Annual leave shall be granted as follows:  

Employees who earn thirteen (13) days annual leave per year 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.
4. Employees who earn twenty (20) to twenty six (26) days of annual leave per year shall be granted up 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.
5. The remainder of the employee's annual leave may be granted at other times during the year, as requested by the employee and approved by management
6. An employee may, at his option, request two (2) selections during the choice period in units of five (5) or ten (10) working days. The total shall not exceed the ten (10) or fifteen (15) days as described in the National Agreement.
7. Requests for additional weeks of annual leave, changes or forfeitures, must be submitted by letter to the Installation Head for his consideration at least fourteen (14) days prior to subject period.
8. Vacation shall be bid upon from January 1st through the 15th of January. The steward or if no steward currently exists, a supervisor, shall accept the bids from each employee but shall allow no more than 24 hours to any one individual's requests for bidding. The finished vacation schedule shall then be submitted to management for approval and posting by the 18th of February. Any employee not present or not bidding at this time, must submit his bid by mail by the end of the above open acceptance dates.

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### Article 10 – Leave

9. The finished schedule, upon posting, shall be understood as being approved. Any changes thereafter shall be approved by management and initialed by the steward.
10. Vacations shall start on Monday of the bid week. **Exceptions may be granted by agreement among the Employee, the Union Representative, and the Employer.**
11. Any employee who exhaust his annual leave before his or her scheduled vacation period shall have that scheduled vacation period declared null and void. However, under extenuating circumstances and in accordance with provisions of the Employee and Labor Relations Manual, the employee may submit a request to the Installation Head for LWOP covering the same period.
12. Maternity/Paternity leave shall not be charged to the choice vacation period and shall not cause the employee's scheduled vacation to be canceled.
13. Employees will make every effort to notify their supervisor of any pending military leave requests as soon as possible.
14. **PSEs will be afforded vacation choices of unbid weeks after all career employees have bid.**

### 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.**

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### Article 13 - Assignment of ILL and Injured

1. Management and Union shall in all questionable cases, discuss specific types of light duty for specific injuries and ailments, to take care of changing conditions, and also to point out instances of light duty assignments, which no longer seem valid.

### 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 eligible bid.
2. Bidding for vacant assignment will be restricted to clerks of the installation if the vacancy occurs with seniority as the determining factor.

Clerks applying for an assignment shall submit a sealed bid to the Supervisor in charge of the installation during the period the notice is posted. When there is more than one assignment posted he/she may bid as many as he/she wishes, stating his/her first choice, second choice, third choice and so on.

Employees shall be afforded the right and opportunity to withdraw a bid at any time prior to the closing date of said bid. Such request must be made in writing. Bidding subject to Article 37 of the national Agreement.

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. 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 will be given the opportunity to review these changes during normal work hours.
5. 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. 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.
6. All full time regular employees on a bid or presently unassigned shall be given job assignments on a daily basis within their duty assignments by seniority.
7. **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

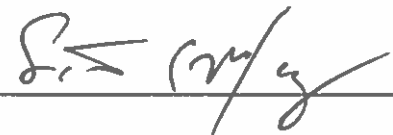
6. All new APWU represented employees that did not receive APWU orientation will report to the Rochester P&DC for their one (1) hour APWU orientation within two (2) weeks of starting their new position. Every attempt will be made to schedule them for this during the bi-weekly APWU orientation for new 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 Pittsford, 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, decided upon favorably for the APWU shall be made part of this agreement.

IN WITNESS WHEREOF:

UNITED STATES POSTAL SERVICE

By:   
SCOTT MCKAY  
POSTMASTER (OIC)  
PITTSFORD, NY 14534

AMERICAN POSTAL WORKERS UNION, AFL-CIO, CLERK CRAFT

By:   
ROBERT H STAHL  
PRESIDENT, APWU  
ROCHESTER NY 14692