



WEBSTER NEW YORK 14580
AMERICAN POSTAL WORKERS UNION (APWU)
CLERK/MAINTENANCE CRAFT
MEMORANDUM OF UNDERSTANDING
SEPTEMBER 21, 2018 - SEPTEMBER 21, 2021

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APWU CLERK 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 recognized as the exclusive bargaining unit representative for all clerical/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 employee to report on their non-scheduled day, the employee shall be notified as soon as possible.**
2. **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. Employees will be afforded additional time as necessary.**
3. All clerks shall be given a 15 minute break in the A.M. and a 10 minute break in the afternoon.
4. Normally PSE schedules will be posted by Wednesday of the preceding week. In the event of necessary changes to the schedule, employees will be notified as soon as possible.
5. **Every effort shall be made to maintain the present complement of Monday through Friday basic work week and lunch periods.**
6. **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.**
7. **To insure that all employees are afforded an equal opportunity to work overtime, a list shall be maintained, by craft and each employee shall be listed by seniority indicating the date and overtime worked. This list will be available to employees to view upon request. 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.**

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Article 10 – Leave

1. Prime Time to consist of: Two week period prior to Memorial Day through the first two week period after Labor Day.

The calendar work week in which each of the following Holidays occur:

- A) President's Day
- B) Easter
- C) Columbus Day
- D) Veteran's Day
- E) Thanksgiving
- F) Christmas
- G) New Years
- H) Martin Luther King's Birthday

2. Vacation bidding will be conducted in two individual rounds. The first round to pick guaranteed prime time and the second round to pick remaining weeks. Each round will start with the **employee** having the most seniority and end with the **employee** having the least seniority. As each **employee** makes their selection, the selections will be logged on a calendar so that the next **employee** can see what weeks are available. Bid choices should be made as soon as possible or within 24 hours for the first round only. Should this cause a delay in posting, the schedule will be posted as soon as possible. Employees at their option during prime time may request two choices of annual leave in five (5) and five (5), five (5) and ten (10) or one choice of fifteen (15) continuous days.
3. **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.**
4. All requests for prime time vacations must start on the first day of the calendar week, which is Monday. **Exceptions may be granted by agreement among the Employee, the Union Representative, and the Employer.**
5. When requested, 15% of the employees will be granted Annual Leave during prime time, 9% during non-prime. When applying the percentages, any fraction of 0.50 or more will be rounded to the next higher number. Any fraction less than 0.50 will be rounded to the next lower number.
6. Vacation leave during prime and non-prime will be identified as full weeks and the selection made by seniority during the normal bidding period.

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7. A clerk may put in for fifteen (15) days after the deadline for leave providing no other clerk has leave.
8. Request for available time after the deadline will be on a "first come, first served" basis, with seniority being the determining factor when requests are submitted on the same day, provided consideration under Article 8, Section 5e will receive priority.
9. The dates for bidding vacation rounds will begin the week of January 2nd with bidding complete and the vacation schedule posted by February 1, consistent with Article 10, section 2.
10. It is to be established that vacation is to be given up at least three (3) weeks in advance unless an unplanned situation occurs: such as death, illness, etc.
11. Vacation time that is given up, must be put back up for bid. A time limit of one week prior to the beginning of the vacated week is required for submission of bids. This time requirement is necessary for scheduling purposes. Successful bids will be awarded by strict seniority. If no one selects that week, it can be administered in one or more days using the seniority method, if requested.
12. Vacation time that is given up can be given up in units of five or more regardless of how it was bid.
13. Management will provide clerks with written notice as to approval or disapproval concerning annual leave at least four (4) weeks (28 days) in advance, providing the employee has applied for leave at least 35 days ahead of time.
14. **Any request for incidental annual leave will be acted upon and returned to the employee within five (5) days of receipt by management, or the leave will be considered approved. Requests of less than a week are to be submitted at least 10 days in advance, when possible.**
15. Management requires at least one (1) week notice for scheduling purposes on application for annual leave for periods other than the choice vacation period.
16. Required court duty taken during a prime time vacation will not be considered as part of the employee's prime time leave.
17. Required Military leave taken during a prime time vacation period will not be considered as part of the employee's prime time leave.
18. Leave taken for National or State Union Conventions during a prime time period will be considered as part of the prime time vacation period. The leave for National and State conventions shall be blocked off to insure the delegates may be granted leave in accordance with Article 24, Sec.2.b. of the National Agreement.

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19. Management will allow one (1) clerk member to take leave to represent the Local at State and National Conventions. This will be done even if one clerk has been approved annual leave during that time. If, however, more than one (1) clerk has had leave approved for that time or one (1) or more clerks are out on sick leave, management will allow a union member leave if possible.

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.

Article 37 - Clerk Craft Provisions

1. Management must give notice of the starting date of all new career clerks at the time of initial employment.
2. Management shall give the Union a seniority list of career clerks every six (6) months, i.e., each January and July.
3. Parking will be provided for all clerical staff at 75 Barrett Dr.
4. Normally employees will work within their bid assignments based on past practice and there will be no bumping. When more than one employee is on an assignment and operational needs require a move, seniority will determine the employee to be reassigned.
5. In order to maintain the Postal Service policy of strict security for all window and distribution clerks accountables and fixed credits, there shall not be any unauthorized personnel allowed behind the lobby counter line.
6. **When it is necessary to change, abolish and/or revert a duty assignment, the installation head/designee shall notify the APWU Local President.**
7. **When the decision has been made to suspend or terminate postal operations, to the extent practicable, the Employer will notify the Rochester Area Local President of this determination.**

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Article 37 - Clerk Craft Provisions

8. 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 Webster, 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: 

RAYMOND LEHNER
POSTMASTER (OIC)
WEBSTER NY 14580

AMERICAN POSTAL WORKERS UNION, AFL-CIO, CLERK CRAFT

By: 

ROBERT H STAHL
PRESIDENT, APWU
ROCHESTER NY 14692