



SPENCERPORT NEW YORK 14559
RMPO ADAMS BASIN

AMERICAN POSTAL WORKERS UNION (APWU)
CLERK/MAINTENANCE CRAFT

MEMORANDUM OF UNDERSTANDING

May 21, 2015 - September 20, 2018

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MEMORANDUM OF UNDERSTANDING
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 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. Management will notify the Union prior to any change in the scheduled work week. Lunch period may be shortened by mutual agreement and based on the need of the service.
2. An employee's non-scheduled work day may be changed only by mutual consent of management, APWU and employees concerned and change will be documented in writing.
3. The handling of mail necessitates a wash-up period; thus a reasonable wash-up time will be granted twice a day (before lunch and end of tour).
4. 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.
5. All clerical employees will be given a 10-minute break after 4 hours of work. (Past practice on breaks will be continued.)
6. Management shall make every effort to notify employees one (1) hour in advance of the time required for overtime.
7. 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 required overtime, employees will be notified as soon as possible.

Article 10 – Leave

1. The choice vacation period shall be from the week of May 1st through the week of September 15th.
2. Vacation during the choice period will be granted on the basis of a minimum of 15% of the clerk craft. No less than **one** (1) craft employee in the craft will be granted annual leave during one (1) time period.

MEMORANDUM OF UNDERSTANDING

Article 10 – Leave

3. Annual leave shall be 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 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 21st of January. The steward shall accept the bid from each employee but shall allow no more than 48 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.

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.

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 clerical employee's scheduled vacation to be canceled.

MEMORANDUM OF UNDERSTANDING

Article 10 – Leave

13. Employees will make every effort to notify their supervisor of any pending military leave request as soon as possible.
14. Management requires for schedule purposes at least one (1) week notice on applications for annual leave for periods other than the choice vacation period.
15. Required court duty taken during a prime time vacation period will not be considered as part of the employee's prime time leave.
16. Leave for National or State union Conventions during a prime time period will not 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.

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 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 ailment, to take care of changing conditions, and also to point out instances of light duty assignments, which no longer seem valid.

MEMORANDUM OF UNDERSTANDING

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 a vacant job is posted and the job description has been basically changed, then consultation will take place.
4. Policy statements and revisions in Postal rules and regulations shall be posted in a visible location in all work areas at the Post Office. 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, any such unauthorized person shall do all purchasing of postal stamps, envelopes, money orders, etc. in the front of the counter area for each window clerk.
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.

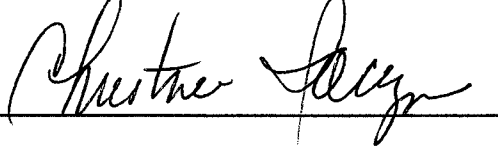
MEMORANDUM OF UNDERSTANDING

"Presently effective Local Memorandum of Understanding not inconsistent or in conflict with the **2015-2018** 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 2016**, at Spencerport, 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 **2015-2018** 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.

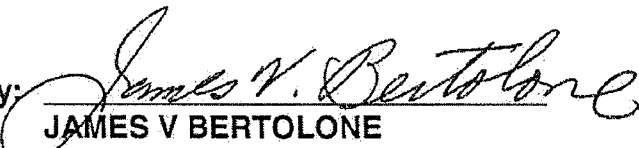
IN WITNESS WHEREOF:

UNITED STATES POSTAL SERVICE

By:  OIC

POSTMASTER
SPENCERPORT, NY 14559

AMERICAN POSTAL WORKERS UNION, AFL-CIO, CLERK CRAFT

By: 
JAMES V BERTOLONE
PRESIDENT, APWU
ROCHESTER NY 14692

