



CLERK CRAFT  
LOCAL MEMORANDUM OF UNDERSTANDING  
BETWEEN  
AMERICAN POSTAL WORKERS UNION LOCAL 215  
AND  
THE UNITED STATES POSTAL SERVICE  
ROCHESTER N.W. P&DC 14606  
September 21, 2021 - September 20, 2024

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APWU CLERK CRAFT

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## MEMORANDUM OF UNDERSTANDING

The following constitutes the understanding between the United States Postal Service and the American Postal Workers Union regarding the conclusion of negotiations pursuant to Article 30, "Local Implementation".

These local implementations shall become effective at the Rochester, New York N.W.P&DC September 21, 2021, and shall expire September 20, 2024, concurrent with the 2021-2024 National Agreement.

### 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 employees in the bargaining unit for which each has been recognized at the national level.

### Article 8 - Hours of Work

1. Employees will be afforded a five minute wash-up period prior to their lunch and end tour.
2. Every effort shall be made to have work schedules with fixed days off with the majority being two consecutive days off with a weekend day.
3. The decision for curtailment or termination of Postal Operations to conform to the orders of local authorities or as local conditions warrant because of emergency conditions, shall be made by the installation head. The Evacuation Plan will be given to the APWU on an annual basis. For extreme environmental conditions due to unforeseen circumstances, consultation will take place between the parties.
4. Overtime Desired Lists will be by tour and wage level. There shall be one list for scheduled days and one for non-scheduled days rotating opportunities by seniority. Each list shall rotate independently of each other. The pecking order for overtime shall be full time regulars on the overtime desired list, PSE's and full time regular non-volunteers.

Overtime Desired Lists shall be created for these groups, by tour:

- a) Expeditors
  - b) Lead Clerks
  - c) Data Collection Clerks
  - d) All other Clerks
5. When the opportunity for overtime exists, a reasonable effort will be made to give one (1) hour advance notice when possible.
  6. When overtime is available both before and after tour on a given day, the employee's preference, by starting time, will be honored in OTDL rotation order.

## MEMORANDUM OF UNDERSTANDING

### Article 8 - Hours of Work

7. Employees will be afforded two (2) 15-minute breaks within their 8 hour tour of duty. These breaks will occur after approximately 2 hours. Overtime breaks will be consistent with this provision for all employees.

### Article 10 – Leave

1. The choice vacation period shall be from the first week in May through the second full week of September. In addition, the week of Thanksgiving will be included. Choice and non-choice periods will exclude December 1st through December 24<sup>th</sup> and approval of any annual leave or leave without pay during this time period is exclusively at management's discretion.
2. During the Selection period for Choice Vacation, employees at their option, may request two (2) choices of annual leave in choice vacation. In units of five (5) and five (5), five (5) and ten (10), or fifteen (15) continuous calendar days. Vacations during Category "A"; Prime –Time Vacation will be granted on the basis of a maximum of fifteen percent (15%) of the regular clerk craft by tour & section, based on seniority. Any fraction of .5 or above will be rounded to the next highest whole number.
3. During the Selection period Non-Choice, employees will receive one (1) choice in units of five (5), or ten (10) continuous days by seniority Vacations during Category "B"; Non Prime –Time Vacation will be granted on the basis of a maximum of eight percent (8%) of the regular clerk craft by tour & section, based on seniority. Any fraction of .5 or above will be rounded to the next highest whole number.
4. Any employee who exhausts his or her annual leave before his or her scheduled vacation period shall have that scheduled vacation period declared null and void.
5. Vacation selection forms and notice of the vacation selection period will be posted by January 4<sup>th</sup> with forms returned by January 20<sup>th</sup>. Should these dates fall on a Sunday or Holiday, the next regular workday will be used. The approved vacation schedule will be posted by February 10<sup>th</sup>. Vacation requests for the period of January through February will be submitted on form 3971 and be subject to negotiated language.
6. The selection of annual leave will be by tour and section, such as:
  - a) Expeditors
  - b) Lead Clerks
  - c) Data Collection Clerks
  - d) All other Clerks.

## MEMORANDUM OF UNDERSTANDING

### Article 10 – Leave (continued)

7. Jury duty and attendance at National or State Conventions shall not be charged against vacation periods.
8. Any scheduled employee must give management a minimum of 48 hours notice to attend a union meeting. Annual leave or LWOP for such attendance will be at the option of the employee, up to a percentage of 10% of the tour. Such percentage is in addition to any officer or steward required to attend.
9. Changes in scheduled bid vacation leave must be requested at least 14 days in advance and must be approved by the appropriate Supervisor. The union steward will be notified.-
10. Non-scheduled days immediately preceding or following vacations of one or more weeks will be considered part of the vacation. This would include holidays directly connected to vacations.
11. All employees occupying regular fill-in bid positions shall, for the purpose of vacations, holidays, annual leave and sick leave, be considered to be part of the section that the fill-in bid is assigned to.

### Article 11 – Holiday

1. The following Holiday Pecking Order is established:
  - A. Volunteers, full-time employees, by seniority, whose holiday or designated holiday includes that day.
  - B. All PSE's even if overtime is necessary.
  - C. Volunteers whose regular schedule does not include that day.
  - D. Non-volunteers, full-time fixed scheduled employees by juniority,
    1. whose non-schedule day include that day.
    2. whose regular schedule includes that day.
3. Holiday sign-up sheets soliciting volunteers will be posted approximately two (2) weeks prior to the posting of the holiday schedule. Employees will be allowed to volunteer until 12:01 A.M. Monday of the week in which the holiday schedule is posted.

## MEMORANDUM OF UNDERSTANDING

### Article 12 - Principles of Seniority, Posting & Reassignments

1. Sections for purposes of Article 12 will be by tour and wage level.
2. Seniority lists for clerks shall be given to the Union quarterly.

### Article 13 - Assignment of Ill or Injured

1. Every effort will be made to identify a reasonable number of temporary light duty assignments. First consideration will be to the employees regular bid if they are able to perform the duties with reasonable accommodation.
2. If medical documentation does not specify a return date, Article 13.2 of the National Agreement will be applied after 30 days.

### Article 30 – Local Implementation

1. There will be adequate free parking for all employees.
2. APWU Bulletin Boards shall be provided where members of the APWU are regularly assigned. Management will consult with the APWU prior to the installation of such boards.

### Article 37 - Clerk Craft Provisions

1. The determination of what constitutes a sufficient change of duties, principal assignment area or scheme knowledge requirements to cause the duty assignment to be reposted shall be subject of negotiation at the local level.
2. Fill-in detail expeditor positions will be posted.

## MEMORANDUM OF UNDERSTANDING

### Article 37 - Clerk Craft Provisions (continued)

3. The fill-in detail list will be established to cover administrative positions, which are temporarily vacant due to such occurrences as vacations, extended sick leave, positions pending qualification or special projects.

Fill-in detail list for other than administrative duties may be posted if necessary, after consultation with the Union.

Such fill-in detail lists shall be posted once a year (January) and shall be awarded on a senior qualified basis. Such shall state that these employees when not on a temporary assignment shall work their normal bid.

The assignments, given in accordance with the above, shall be considered the employees regular schedule during the temporary assignment for purposes of compliance with F.L.S.A, providing proper notification of the change.

4. All full-time regular employees on a bid shall be given job assignments on a daily basis within their duty assignments by seniority. Unassigned regulars shall be given duty assignments on a daily basis consistent with the needs of the service by seniority. When the need arises to fill assignments on a temporary basis, utilizing PSE employees, and such assignments are considered preferred due to the start time or tour, qualified PSE employees will be afforded the opportunity to fill these assignments in accordance with their standing on the PSE ranking unless management determines their skills/qualifications are needed elsewhere.
5. Normally these seniority provisions will be honored at begin tour and during the breaks and lunches of the employees currently in the assignments.

MEMORANDUM OF UNDERSTANDING

"Presently effective Local Memorandum of Understanding not inconsistent or in conflict with the 2021-2024 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."

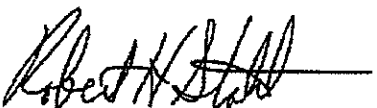
This Memorandum of Understanding is entered on July 25, 2022, at Rochester, New York, between the representative of the United States Postal Service, and the designated agent of the APWU, Clerk Craft, pursuant to the Local Implementation Provision of the 2021-2024 National Agreement. It is mutually agreed that any item submitted to impasse will be handled in accordance with the National Agreement.

IN WITNESS WHEREOF:

UNITED STATES POSTAL SERVICE

by:   
MARTIN SIMINSKI  
NW P&DC PLANT MANAGER  
ROCHESTER NY

AMERICAN POSTAL WORKERS UNION, AFL-CIO, CLERK CRAFT

by:   
ROBERT H STAHL  
PRESIDENT APWU  
ROCHESTER NY