

THIS MEMORANDUM OF UNDERSTANDING CONSTITUTES AGREEMENT BETWEEN THE WILKES-BARRE AREA LOCAL 175 APWU AND MANAGEMENT OF THE UNITED STATES POSTAL SERVICE AT THE PITTSBURGH POST OFFICE, PITTSBURGH, PENNSYLVANIA 15201 AND ITS REMOTELY MANAGED POST OFFICES.

1. ADDITIONAL OR LONGER WASH-UP PERIODS.

Continue present office practice in that a reasonable amount of time will be allowed when necessary.

2. THE ESTABLISHMENT OF A REGULAR WORK WEEK OF FIVE DAYS WITH EITHER FIXED OR ROTATING DAYS OFF.

The work week for full time regular clerks will consist of five days with fixed days off.

3. GUIDELINES FOR THE CURTAILMENT OR TERMINATION OF POSTAL OPERATIONS TO CONFORM TO ORDERS OF LOCAL AUTHORITIES OR AS LOCAL CONDITIONS WARRANT BECAUSE OF EMERGENCY CONDITIONS.

If emergency conditions exist whereby continued postal operation would imperil the safety of employees, the decision as to whether to terminate or curtail any or all operations will be discussed with the local APWU steward or his alternate.

4. FORMULATION OF LOCAL LEAVE PROGRAM.

Selection period for prime time will begin on Monday during the week inclusive of January 11. Management will canvass employees by seniority and the employee will have seventy-two (72) hours to make their selections before management will proceed to the next senior employee.

All cancellations of choice vacation periods shall be made at least fourteen (14) days before the start of the vacation period and be reposted for bid as soon as possible after management is notified in writing of the cancellation and copies sent to all branches and RMPOs. Bids shall remain posted for two (2) working days in order to afford everyone eligible an equal opportunity to bid.

It is understood that the successful bidder will have to give up one of their choices if the employee already has the maximum number of choices allowed already approved. The relinquished choice will be reposted for bid and copies will be sent to all branches and RMPOs.

Annual leave periods assigned to employees who are no longer employed at this office or who transfer to another craft will be posted for bid and awarded to the senior bidder.

Clerk supervisor will be responsible for posting the names of all clerks for the choice vacation period in the main office and a copy shall be sent to all branches and RMPOs and also to the Steward or another union representative.

Applications for the remaining choice vacation weeks, whether a full week or portion thereof, will be approved on a first come-first approved basis up to the allowed number of employees off for prime time. On applications submitted on the same day seniority will prevail. Annual leave granted for these weeks will not be charged to an employee's choice vacation picks and they will not have to forfeit one of their approved choices.

Incidental Leave means: all Annual Leave (outside of prime time vacation picks), pre-approved Administrative Leave, pre-approved Sick Leave of three days or less.

Incidental leave outside of prime vacation shall be granted as follows:

A minimum of **one (1)** employee shall be granted no less than **that employee's scheduled hours for the date of the** incidental leave.

Exceptions: This is not applicable during the period December 1 to December 24 and for the period covering the 1st through the 4th of each month.

Management may authorize more than the minimum off if circumstances permit.

## 5. THE DURATION OF THE CHOICE PERIOD.

The clerk craft choice vacation period will be twenty-four (24) consecutive weeks commencing on the first Monday in May, First week of Big Game (PA deer season) and Christmas week (December 26 to December 31). Employees taking a vacation week must take the full forty (40) hours or thirty-two (32) hours of annual leave, as appropriate (this includes Big Game week).

## 6. THE DETERMINATION OF THE BEGINNING DAY OF AN EMPLOYEE'S VACATION PERIOD.

The beginning day of an employees' vacation during the choice period will be Monday, except for the week of December 26 to December 31 and Big Game week (PA deer season) will run from the first day of the season.

## 7. WHETHER EMPLOYEES AT THEIR OPTION MAY REQUEST TWO SELECTIONS DURING THE CHOICE VACATION PERIOD, IN UNITS OF EITHER 5 OR 10 DAYS.

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 employee at his option, may request two (2) selections, in units of five (5) working days each, the total not to exceed ten (10) days. Employees who earn twenty (20) or twenty-six (26) days annual leave per year shall be granted up to fifteen (15) days of continuous annual leave during the choice period. The employee, at his option, may request two (2) selections, in units of either five (5) or ten (10) working days, the total not to exceed fifteen (15) days. Employees still not prepared to make their vacation picks after seventy-two (72) hours have passed will be bypassed. It will then be the bypassed employee's responsibility to inform management when they are prepared to make their vacation picks. The bypassed employee's picks, if available, will be slotted in after the picks of the employee who is currently in the process of making their choice vacation picks.

## 8. WHETHER JURY DUTY AND ATTENDANCE AT NATIONAL OR STATE CONVENTIONS SHALL BE CHARGED TO THE CHOICE VACATION PERIOD.

An employee who is called for jury duty during the employees' scheduled choice vacation period or who attends a national, state, or regional convention during the choice vacation period is eligible for another available period provided this does not deprive any other employee of his first choice for scheduled vacation.

## 9. LEAVE EACH WEEK DURING THE CHOICE VACATION PERIOD.

Up to thirteen (13) percent of all clerk craft complement shall be granted leave each week during the

choice vacation period. Should the conversion of the thirteen (13)

percent to a numerical figure result in .49 or less, the lesser whole number will be used. Computation will be made based on the number of clerk craft employees on the rolls as of January 4 each year.

10. THE ISSUANCE OF OFFICIAL NOTICES TO EACH EMPLOYEE OF THE VACATION SCHEDULE APPROVED FOR HIM/HER.

All applications for annual leave shall be submitted on PS 3971 in duplicate. The duplicate copy will be returned to the employee indicating the official action taken. A list of selections taken during the choice vacation period will be posted on the official bulletin board.

11. DETERMINATION OF THE DATE AND MEANS OF NOTIFYING EMPLOYEES OF THE BEGINNING OF THE NEW LEAVE YEAR.

Employees will be notified of the beginning of the new leave year by a notice posted on the official bulletin board. This notice will be posted by November 1 of each year, with a copy sent to all branches.

12. THE PROCEDURES FOR SUBMISSION OF APPLICATIONS FOR ANNUAL LEAVE DURING OTHER THAN THE CHOICE VACATION PERIOD.

When annual leave of eight (8) hours or more is requested, forty-eight (48) hours notice should be given. No requests of less than one (1) full week forty (40) hours will be approved more than thirty (30) calendar days in advance. The first day of the requested leave will be the 30<sup>th</sup> day for the purpose of counting backward. Requests for forty (40) hours or more of annual leave may be approved in advance any time beyond thirty (30) days. If applications are received simultaneously, seniority will prevail if leave is granted. Requests for additional weeks of forty (40) hours or more during the choice vacation period may be made only after the choice vacation period is posted. All cancellations of annual leave of forty (40) hours or more shall be made at least fourteen (14) days before the start of the annual leave.

When less than eight (8) hours of annual leave is requested for use within five (5) calendar days the PS 3971 is submitted to the employees' supervisor, the supervisor shall render a decision within twenty-four (24) hours. When no action has been taken within this period the request for such leave is automatically approved.

Annual leave requests submitted on PS Form 3971 will be in duplicate. Once submitted, annual leave requests will be considered approved unless notified otherwise within seventy-two (72) hours.

Requests for weekends off (any combination of days Friday through Monday), or just Monday off will be considered approved unless otherwise notified within seventy-two (72) hours.

Management will consult with Steward or other designated union official prior to any restriction of annual leave. Written notification will be provided to the union when restrictions are deemed necessary.

13. THE METHOD OF SELECTING EMPLOYEES TO WORK ON A HOLIDAY. The installation head will schedule qualified employees in the following order:

1. Any non-career temporary employee even if overtime is necessary.
  - 1a. Any new titled employees other than career employees.
2. PTF employees, even if overtime is necessary.
3. Volunteers on their designated holiday.
4. Volunteers on their non-scheduled day.
5. Non-volunteers on their designated holiday.
6. Non-volunteers on their non-scheduled day.

Qualified employees are those having the necessary skills.

The selection of non-volunteers as listed above will be in inverse seniority.

14. WHETHER "OVERTIME DESIRED LIST" IN ARTICLE 8 SHALL BE BY SECTION AND/OR TOUR.

Overtime desired list will be by "the entire bid cluster."

15. THE NUMBER OF LIGHT DUTY ASSIGNMENTS WITHIN EACH CRAFT OR OCCUPATIONAL GROUP TO BE RESERVED FOR TEMPORARY OR PERMANENT LIGHT DUTY ASSIGNMENT.

None designated.

16. THE METHOD TO BE USED IN RESERVING LIGHT DUTY ASSIGNMENTS SO THAT NO REGULARLY ASSIGNED MEMBER OF THE REGULAR WORK FORCE WILL BE ADVERSELY AFFECTED.

In assigning light duty assignments no full time employee is to be adversely affected.

17. THE IDENTIFICATION OF ASSIGNMENTS THAT ARE TO BE CONSIDERED LIGHT DUTY WITHIN EACH CRAFT REPRESENTED IN THE OFFICE.

Casing letter mail, helping nixie clerk, helping claims clerk, helping timekeeper, and office work, if available, and if the employee is qualified. Management does not guarantee 8 hours of work in any light duty assignment.

18. THE IDENTIFICATION OF ASSIGNMENTS COMPRISING A SECTION, WHEN IT IS PROPOSED TO REASSIGN WITHIN AN INSTALLATION EMPLOYEES EXCESS TO THE NEEDS OF A SECTION.

All clerk craft assignments within the entire bid cluster will be one section.

19. THE ASSIGNMENT OF EMPLOYEE PARKING SPACES.

Assignment of parking spaces will be as follows (priority):

1. Customers
2. Postal Service
3. Employees

20. THE DETERMINATION AS TO WHETHER ANNUAL LEAVE TO ATTEND UNION ACTIVITIES REQUESTED PRIOR TO DETERMINATION OF THE CHOICE VACATION SCHEDULE IS TO BE PART OF THE TOTAL CHOICE VACATION PLAN.

Appropriate time off to attend national and state conventions, and local seminars, requested prior to the determination of the choice vacation schedule, will be granted to one employee. This time will not be charged to the total vacation plan.

21. THOSE OTHER ITEMS WHICH ARE SUBJECT TO LOCAL NEGOTIATIONS AS PROVIDED IN THE CRAFT SUPPLEMENTAL AGREEMENTS.

Seniority list will be updated whenever significant changes occur. A new list will be made once each calendar year even if no changes occur.

Regular employees shall be granted two (2) hours Blood Leave limited to one employee (first come - approved). If the supervisor determines that there could be more employees off for Blood Leave without diminishing the operation and additional costs, additional leave will be granted. PS 3971 will be submitted for approval (first come - approved). This will be limited to employees working after 3:00 PM, and not to an employee on any type of leave.

If the duties of an individual position are reduced to less than 25% daily, it shall be reposted for bid.

An assignment in the clerk craft will be reposted when the starting time changes more than one hour in accordance with provisions of Article 37, Section A.5.

## 22. LOCAL IMPLEMENTATION OF THIS AGREEMENT RELATING TO SENIORITY REASSIGNMENTS AND POSTING

### SENIORITY AND REASSIGNMENT

A. Volunteer employees who are in an overtime status, or on non-scheduled days, or a holiday, will be junior to employees working their regular scheduled tour but ahead of PTFs.

B. When it is necessary to resolve disputes over assignment of work on overtime, non-scheduled days, holidays, or change of schedule—seniority will prevail. Employees forced in retain their seniority, unless required to work for a specific skill.

C. When an employee on the ODL changes his/her scheduled work days, he or she will be slotted in at the bottom of the ODL list. They will return to their normal place on the list when the change of schedule has expired. This will not apply to union officials on official union business.

### POSTING

D. If the duties of an individual position are changed more than 75% daily, it should be reposted for bid.

E. No clerical employee will be allowed to negotiate a special agreement directly with management. Management recognizes the American Postal Workers Union Officers and Stewards as the sole bargaining agent for the employee. No Step One Grievance will be settled or adjusted with bargaining unit employees that would conflict with National or Local Agreements.

F. If a clerk's starting time is changed more than one (1) hour from the original starting time, the job will be reposted. If the assignment is changed over one (1) hour the incumbent does not have the option of accepting the new reporting time.

G. Computerized bid process is to be used to bid on Senior Qualified Positions as spelled out in the National Agreement. PS Form 2591, PS Form 991, or a letter (to be determined by management) is to be used to bid on "Best Qualified Positions." Use card PS1717 (Ad Hoc) if computerized bid system is not in use.

H. Each successful bidder and the union shall receive a copy of his/her bid job description.

I. A union representative may be present when bids are opened. The Union will be notified if a bid is being rejected because the bidder has been designated the senior or successful bidder five times. Successful bidders shall be placed in new assignments in accordance with the National Agreement.

**THIS MEMEORANDUM OF UNDERSTANDING IS ENTERED BETWEEN THE REPRESENTATIVE OF THE UNITED STATES POSTAL SERVICE AND THE DESIGNATED AGENTS OF THE APWU PURSUANT TO THE LOCAL IMPLEMENTATION PROVISIONS OF THE 2015-2018 NATIONAL AGREEMENT.**

**For the  
UNITED STATES POSTAL SERVICE:**

**For the  
AMERICAN POSTAL WORKERS UNION:**

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Leticia Vazques-Yenzer Postmaster

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John Kishel, President  
Wilkes-Barre Area Local 175 APWU

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Date Signed:

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Ray Mieczynski, Vice President  
Wilkes-Barre Area Local 175 APWU