

THIS MEMORANDUM OF UNDERSTANDING CONSTITUTES AGREEMENT BETWEEN THE WILKES-BARRE AREA LOCAL 175 APWU AND MANAGEMENT OF THE UNITED STATES POSTAL SERVICE AT THE HAZELTON POST OFFICE, HAZELTON, PENNSYLVANIA 18201.

1. WASHUP PERIODS.

Reasonable wash-up time will be allowed for employee working with dirty or toxic material. Decision to be made by immediate Supervisor as to which employees meet the required criteria and when they are working with dirty or toxic material.

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

The regular work week will be five days with fixed non-scheduled days. Management will consult with the craft representatives before a position with consecutive days off is changed to split 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 weather conditions exist whereby continued postal operations would imperil the safety of employees, the decision as to whether to terminate or curtail any or all operations will be discussed with the President of the APWU Local 175 or designee and the installation head or his designee. In arriving at a decision as to terminate or curtail operations, the following conditions (but not limited to) must be considered:

- a. Reports from weather bureau, local authorities, local and State Police about the prevailing conditions.
- b. The closing of industries and Federal and State Agencies.
- c. Public transportation has been sharply curtailed.
- d. Normal entrances to the Post Office Building are not accessible due to weather conditions.

Failure of the employee to report for duty or to report late for duty under such Conditions will be treated on an individual basis.

If after the above has been complied with an employee feels he or she has not been treated fairly, he or she may resort to the grievance procedure.

4. FOMULATION OF LOCAL LEAVE PROGRAM.

Formulation of local leave program will be as follows.

5. THE DURATION OF THE CHOICE VACATION PERIOD.

Duration of Choice Vacation Period shall be May 1st to September 30th, the first week of Pennsylvania large game season and the Week after December 25th.

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

The beginning of the employee's vacation period will be Monday.

7. WHETHER EMPLOYEES AT THEIR OPTION MAY REQUEST TO SELECTIONS DURING THE CHOICE VACATION PERIOD, IN UNITS OF EITHER FIVE (5) OR TEN (10) DAYS.

An employee may at his option, request two (2) selections during the Choice Vacation Period in units of five (5) or ten (10) working days, the total not to exceed the ten (10) or fifteen (15) continuous days to which he or she is entitled.

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

National Agreement Article 10, Section 3, F.

9. DETERMINATION OF THE MAXIMUM NUMBER OF EMPLOYEES WHO SHALL RECEIVE LEAVE EACH WEEK DURING THE CHOICE VACATION PERIOD.

(13) Thirteen Per Cent of the clerk craft per week will be allowed Annual Leave during the Choice Vacation Period. No more than (2) two window clerks off at one time during any period. (8) Eight Per Cent of the clerk craft will be allowed off for the first week of Pennsylvania large game season and (10) Ten Per Cent the week after December 25th. Employees attending National, State or Regional Conventions or Military leave will be included in the (13) Thirteen Per Cent.

10. THE ISSUANCE OF OFFICIAL NOTICES TO EACH EMPLOYEE OF THE VACATION SCHEDULE APPROVED FOR EACH EMPLOYEE OF THE VACATION SCHEDULE APPROVED FOR SUCH EMPLOYEE.

Employees will be notified of his approved vacation schedule by posting on the bulletin board.

If an employee wishes to cancel his scheduled vacation he must do so 15 days prior to the start of the vacation.

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

The employer shall, no later than November 1st, publicize on the bulletin boards the beginning of the new leave year, which shall begin with the first day of the first full pay period of the Calendar Year.

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

An employee desiring annual leave during other than the Choice Vacation must submit form PS 3971. PS 3971 will not be accepted more than (30) thirty days in advance. This form will be granted on first come basis. Seniority will prevail when forms PS 3971 are submitted on the same day. For (3) three days or more, approval or disapproval will be given within 72 Hours after receipt of Form PS 3971.

Management will consider exceptions of submitting FORM PS 3971, where advance Vacation planning is necessary. i.e., Cruises, Tours.

13. THE METHOD OF SELECTING EMPLOYEES TO WORK ON A HOLIDAY

The following is the order that employees will be scheduled to work on a holiday or a day designated as their holiday:

1. Casuals, even if overtime is necessary.
2. Part-Time Flexible employees, even if overtime is necessary
3. Volunteers on their designated holiday.
4. Volunteers on their non-scheduled day.
5. (A) Non-volunteers on their designated holiday.
(B) Non-volunteers on their non-scheduled day.

Employees scheduled to work under 5 A and 5 B above will be on a juniority basis.

14. WHETHER THE OVERTIME DESIRED LISTS PER ARTICLE 8 SHALL BE BY SECTION AND/OR TOUR.

“Overtime Desired List” shall be by section. A section is the entire craft.

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

No specific number of positions. Consultation with the craft before the assignment of an employee to light duty. The craft to be notified when a light duty assignment terminates.

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.

National Agreement Article 13, section 4 C.

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

Assisting Nixie Clerk, Claims Clerk, Timekeeper, Casing mail and Office work if available and qualified.

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

The entire installation shall be considered one section.

19. THE ASSIGNMENT OF EMPLOYEE PARKING SPACES.

Parking areas in excess to the needs of the Postal service may be used by employees on a first come basis.

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.

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.

21. THOSE OTHER ITEMS WHICH ARE SUBJECT TO LOCAL NEGOTIATION AS PROVIDED IN THE CRAFT PROVISION OF THIS AGREEMENT.

1. No assignment will be posted because of change of starting time unless the time change exceeds one hour. If during the life of this agreement, there are cumulative changes in the starting time which exceeds one hour, the assignment must be reposted.

2. Management will consult with the exclusive organization (APWU) on a quarterly basis, starting with January. An equal number of Labor and Management will participate. Copies of the minutes to be provided by management to the Union.

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

It is mutually agreed that local implementation of this agreement relating to seniority, reassignments and posting will be on a strict, qualified seniority basis.

THIS MEMORANDUM OF UNDERSTANDING IS ENTERED INTO IN ACCORDANCE WITHIN THE PROVISION OF ARTICLE 30 OF THE NATIONAL BARGAINING AGREEMENT BETWEEN THE UNITED STATES POSTAL SERVICE AND THE WILKES-BARRE AREA LOCAL 175 OF THE AMERICAN POSTAL WORKERS UNION FOR THE TERM OF THE MAY 21, 2015 THRU SEPTEMBER 20, 2018 COLLECTIVE BARGAINING AGREEMENT UNLESS EXTENDED BY THE PARTIES AT THE NATIONAL LEVEL.

John Kishel, President APWU Local 175

Valerie Noga, Postmaster

Fran Mehalshick, Steward – Hazleton

Date signed _____