

# Memorandum of Understanding between the United States Postal Service, Berwick, PA and the Wilkes-Barre Area Local 175 American Postal Workers Union

## 1. ADDITIONAL OR LONGER WASH-UP PERIODS.

Continue the present office practice that is recognized as a reasonable amount of time before lunch and before end of tour.

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

The clerk craft will have fixed and or rotating non-scheduled days. Clerks will have consecutive non-scheduled days to the fullest extent feasible.

## 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.

Guidelines for the emergency curtailment of postal operations when conditions are such that an emergency might be declared that may preclude the delivery or processing of mail to an area or areas- Management will consult with a union official as to whether the delivery and/or processing of mail should be made in those areas, considering the health and safety of the employees and considering the obligations to the public, as a service organization.

## 4. FORMULATION OF LOCAL LEAVE PROGRAM.

During December the installation head, or his designee, will meet with APWU Clerk Craft representatives to review service needs. A determination will be made regarding the date for submission of applications for vacation period(s) of the employee's choice.

When an employee wishes to relinquish their vacation choice, they must do so at least ten (10) days prior to beginning date. Exceptions may be made for emergency situations by agreement between management and the union. The next senior eligible employee shall have the opportunity to assume the forfeited week

Eligible means an employee who bid the week but was not successful and is on the waiting list. If there are no eligible bidders, a senior employee who has not exhausted his vacation picks will be given an opportunity to assume the week upon submission of a 3971. If after the above actions there are still vacant slots, management will give consideration to incidental leave. Management will not use the phrase "Prime Time Vacation Week" to disapprove annual leave requests.

## 5. THE DURATION OF THE CHOICE VACATION PERIOD.

The choice vacation period will run from the first week of January through the First Week of Big Game (provided the first day of Big Game Week begins in November) inclusive; also included will be Christmas Week (Dec 25-Jan 1). It is agreed that non-scheduled days are not part of the vacation week.

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

Vacation weeks will normally be Monday through Sunday. Christmas week will run December 26 through January 1 regardless of day of the week.

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

An employee may at his option request two (2) selections during the choice period(s). The choices must be in units of either 5 or 10 working days. The total is not to exceed the ten (10) or fifteen (15) days to which the employee is entitled. The two (2) selections will be made by seniority based on the rotation through the seniority list. Advance notice will be made to employees as to the date management intends to begin approaching employees to make their vacation selections. 72 hours time will be given to employees who, when approached are not ready to make their vacation picks. Employees still not prepared to make their vacation picks after 72 hours have passed will be bypassed. It will then be the bypassed employees responsibility to inform management when they are prepared to make their vacation picks.

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

Jury duty shall not be considered the employee's prime vacation choice. Union conventions attended by employees will be counted towards employees prime vacation choice.

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

16 of the clerical compliment will be permitted off on their choice vacation picks per week during the choice vacation period. As long as Berwick employs six (6) clerks there will be one (1) clerk on vacation at a time.

Any leave beyond the number of slots noted above will be considered incidental leave and approval/disapproval will be based on operational needs. Prior to disapproving annual leave, management must show that the employee is necessary to mail processing operations, "needs of the service" "too many off, prime time vacation" or other ambiguous reasons for denial of leave are not sufficient to deny annual leave.

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

Vacation list will be posted within 30 days of the clerks final choices. A copy will be given to the union representative. All vacation choices listed on the posted sheet will be considered approved.

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

Notices will be posted on the bulletin board prior to November 1, if possible.

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

When annual leave of 8 hours or more is requested, 48 hours notice should be given. Requests for weekends off, (Friday-Saturday), (Saturday-Sunday), (Sunday-Monday), or any combinations of Friday through Monday should be made at least three working days in advance. No requests of less than one (1) full week (40 hours) will be approved more than 30 calendar days in advance. The first day of the requested leave will be the 30th day for the purpose of counting backward. Requests for 40 hours or more of annual leave may be approved, in advance, anytime beyond 30 days. If applications are received simultaneously, seniority will prevail if leave is granted. Requests for additional weeks of 40 hours or more during the choice vacation period may be made only after the choice vacation period is posted. When an employee reports off on emergency annual leave, he/she must notify a supervisor on duty. The employee must explain the nature of the emergency either at the time of the call in or to the immediate supervisor upon return to work. Emergency annual leave requests are for the duration of the day unless otherwise arranged with a supervisor.

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

Following is the order that employees will be scheduled to work on a holiday or a day designated as a

1. Casuals shall be maximized, even if overtime is necessary to the fullest extent possible
2. Transitional Employees will be maximized (to include any future new order of non-career employee) even if overtime is necessary, to the fullest extent possible. '
3. Part Time Flexible (PTF) Employees shall be maximized, even if overtime is necessary to the fullest extent possible.
4. Volunteers on their designated holiday, by seniority.
5. Volunteers on their non-scheduled day, by seniority.
6. Non-volunteers on their designated holiday, by juniority.
7. Non-volunteers on their non-scheduled day by juniority.

It is understood that qualifications and skills will affect scheduling in accordance with Article 11. Section 6.B

Management recognizes its contractual obligation under Article 11, Section 6.B to spare as many full-time and part-time regular employees and excuse them from duty on a holiday. The number of employees scheduled to work their holiday or designated holiday should not exceed the number of employees that normally are scheduled on that workday.

Employees on scheduled leave will be allowed to volunteer to work on their designated holiday or nonscheduled day in categories #4 and #5 above. Normal tour starting times can be adjusted to allow employees, on a voluntary basis, earlier starting times. This is a management decision based on mail processing requirements.

Management will, if necessary and practical, allow ODL or non-ODL employees to volunteer for up to 10 hours work on a holiday or designated holiday in order to excuse more non-volunteers from being forced to work their holiday.

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

No specific number of positions. Management and the Union recognizes their responsibilities under Article 13 of the National Agreement to aid and assist deserving full-time regular or part-time flexible employees who through illness or injury are unable to perform their regularly assigned duties.

#### 15. THE METHOD TO BE USED IN RESERVING LIGHT DUTY ASSIGNMENTS SO THAT NO REGULARLY ASSIGNED MEMBER OF THE REGULAR WORKFORCE WILL BE ADVERSELY AFFECTED.

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

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

Duties within the employee's limitations. This will include, but not be limited to, casing letter mail, helping nixie clerk, assisting the claims clerk, answering telephones, general office work, assisting the express mail clerk, helping in the box section, riffling mail or any other obvious light duty work.

#### 17. THE ASSIGNMENT OF EMPLOYEE PARKING SPACES.

Parking area is designated to be at the rear of the Post Office adjacent to Wyandotte Avenue and to the north side of the Post Office adjacent to Fourth Street on a first come first served basis. Space available for use of employees will consist of those spaces in excess to the needs of the Postal Service which have not been designated as reserved by title. Management will ensure adequate lighting for safety and security of the parking lot.

#### 18. THOSE OTHER ITEMS WHICH ARE SUBJECT TO LOCAL NEGOTIATIONS AS PROVIDED IN THE CRAFT SUPPLEMENTAL ASSIGNMENTS.

All clerk craft bids shall be posted on the bulletin board for a period of ten (10) calendar days.

## 19. LOCAL IMPLEMENTATION OF THIS AGREEMENT RELATING TO SENIORITY, REASSIGNMENTS AND POSTINGS.

### 1. Seniority and Reassignment.

The local union will be consulted whenever a name is to be inserted higher than the foot of the PTF roster.

2. If a clerk's regular job is abolished he will remain within his tour section as outlined in item #18 and Article 37 of the National Agreement.

3. Management will not assign casual employees to sit down jobs while career employees are standing provided the assignment can be done as efficiently.

4. When it is necessary to resolve disputes over assignment of work on overtime, non-scheduled days holidays, or change of schedules-Seniority will prevail. "

### POSTING.

1. If the post office considers any change in the qualifications or requirements of an existing position the APWU shall be consulted prior to affecting any such change and/or posting. Management recognizes it cannot change the Standard Job Description or National Qualifications Standards as contained within the contract.

2. New or vacant duty assignments shall be posted for a minimum of (10) days.

3. If for any reason the senior bidder is not accepted for the bid job, he/she shall be notified in writing by the installation head or his designee. The APWU General President shall also be notified.

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

5. No clerical employee will be allowed to negotiate a special agreement 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 the National or Local Agreements.

6. If a clerks' 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.

7. Form 1717 (card) 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 on "Best Qualified Position".

8. Jobs will be awarded to the senior qualified bidder unless the job is a "Best Qualified Position" as spelled out in the National Agreement.

9. All jobs will have principle assignment areas, schemes, and duty tours. The principle area will be listed ahead of any secondary assignment areas.

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

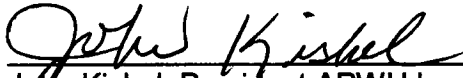
11. A union representative may be present when bids are opened. The Union will be notified if a bid is being rejected because the bidder has been designated the

senior or successful bidder five times. Successful bidders shall be placed in new assignments within twenty-eight days (28) days except in December.

12. Management will be responsible for tracking the number of times an employee is designated the senior bidder. Any violation of the senior and/or successful bidder requirement will be corrected by management. The union will be consulted as to the proper corrections.

13. Management will be responsible to track employees who are restricted from bidding under the 90 day rule in Article 37. Any violations of the 90 day restricted bidding will be corrected by management after consultation with the union.

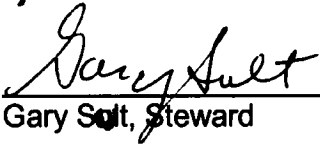
THIS MEMORANDUM OF UNDERSTANDING IS ENTERED INTO IN ACCORDANCE WITHIN THE PROVISION OF ARTICLE 30 OF THE NATIONAL BARGAINING AGREEMENT BETWEEN THE UNITED STATES POSTAL SERVICE AND THE WILKES-BARRE AREA LOCAL 175 OF THE AMERICAN POSTAL WORKERS UNION FOR THE TERM OF THE NOVEMBER 21, 2010 TO MAY 20, 2015 COLLECTIVE BARGAINING AGREEMENT UNLESS EXTENDED BY THE PARTIES AT THE NATIONAL LEVEL.



John Kishel, President APWU Local 175



Abby Derck, Postmaster, Berwick



Gary Solt, Steward