

**BLOOMSBURG MEMORANDUM OF UNDERSTANDING BETWEEN
THE UNITED STATES POSTAL SERVICE BLOOMSBURG PA 17815-9998
AND AMERICAN POSTAL WORKERS UNION AFL-CIO WILKES
BARRE AREA LOCAL 175**

ITEM 1. ADDITIONAL OR LONGER WASHUP PERIODS: A sufficient time shall be granted, when needed, for wash-up.

ITEM 2. THE ESTABLISHMENT OF A REGULAR WORK WEEK OF FIVE DAYS WITH EITHER FIXED OR ROTATING DAYS OFF: Regular work week of five days with rotating days off shall be continued as in the past. Exemption will be two (2) fixed schedules at Thompsons and one (1) fixed schedule at the main office.

ITEM 4. FORMULATION OF LOCAL LEAVE PROGRAM:

- A. Seniority must prevail in selection of prime time leave periods for vacation.
- B. Requests for prime time leave periods must be submitted in duplicate on PS 3971 to management no later than March 1 following the beginning of the new leave year.
- C. No changes will be made to vacation calendar until it has been passed around twice (2).
- D. No annual leave will be traded among employees.
- E. Any employee deciding to cancel approved choice vacation period week(s) must do so in writing to management thirty (30) days prior to affected date(s). Management will notify the local union representative and representative craft members of this available vacation period. Any employee by seniority, except the employee canceling such leave may submit PS 3971 in duplicate to management within seven (7) calendar days of the date management notified local union representative of such available vacation week(s). Exemptions may be made for emergency situations by agreement between management and local union representative.
- F. If no employee elects to submit PS 3971 on canceled week(s) in item 4E, the canceled week(s) will be used for incidental leave. Management will notify the local union representative and respective craft members of these available days. Any employee by seniority, except the employee who canceled the week(s) may submit PS 3971 in duplicate to management thirty (30) days prior to the affected weeks.

Seven (7) days prior to canceled week(s), if there are any incidental days left in week(s), the employee who originally canceled the week(s) can now submit PS 3971 in duplicate to management. Exemptions may be made for emergency situations by agreement between management and the local union representative. (Local union representative in the above items 4E and 4F will be defined as Wilkes-Barre Area Local Area General President, Wilkes-Barre Area Local Clerk Craft Director, or designated steward for the Bloomsburg Post Office.

- G. Any employee not exercising their right to two (2) prime choice vacation picks prior to March 1 will be guaranteed prime picks during the leave year.

ITEM 5. THE DURATION OF THE CHOICE VACATION PERIOD(S): The choice vacation period will begin on the final Monday of the new year through the first Sunday of December of that year. Also included will be the week from December 25 through New Year's Day.

ITEM 6. THE DETERMINATION OF THE BEGINNING DAY OF AN EMPLOYEE'S VACATION PERIOD: Monday will be the beginning day of an employee's vacation period.

ITEM 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.

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

Jury duty and attendance at National or State conventions shall not be charged to the choice vacation period.

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

A. Up to 10% of employees shall receive leave each week during the choice vacation period of January, February, March, the Monday following Labor Day through the remainder of September, October, November, and through the first Sunday of December as well as the period from December 25 through January 1 which will be considered as one week for choice vacation planning purposes.

B. Up to 19% shall receive leave each week during the choice vacation period of April, May, June, July, August and through the first Sunday following Labor Day in September.

ITEM 10. THE ISSUANCE OF OFFICIAL NOTICES TO EACH EMPLOYEE OF THE VACATION SCHEDULE APPROVED FOR SUCH EMPLOYEE: The signed duplicate of PS 3971 will be returned to the employee informing him of the choice vacation schedule that has been approved for him. A leave calendar will be posted upon approval of choice vacation period(s).

ITEM 11. DETERMINATION OF THE DATE AND MEANS OF NOTIFYING EMPLOYEES OF THE BEGINNING OF THE NEW LEAVE YEAR: The official leave year will be posted as per the National Agreement.

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

A. Annual leave requests must be submitted in duplicate on PS 3971 and submitted to management. Other than choice vacation period annual leave is on a first come basis. If requests for the same annual leave period are received and the submission dates are the same, seniority will be used to break the tie. No request for leave less than one full week will be approved more than SIXTY (60) days in advance. Every effort will be made by management to grant such annual leave on a case by case basis. Requests for 40 hours or more of annual leave may be approved in advance any time 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 selections have been completed. All leave request for other than choice vacation period will be returned by the close of the third working day following the date of submission.

B. Approved annual leave requests for less than one full week in which employee wants to cancel has to meet approval of both management and local union representative on a case by case basis. THIS CAN BE DONE TWICE IN A CALENDAR YEAR. YOU MAY TURN IN THIS LEAVE BETWEEN 59TH

DAY AND 30TH DAY PRIOR TO THE DATE OF THE APPROVED LEAVE DAY, OTHERWISE THE LEAVE MUST BE TAKEN.

ITEM 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 a holiday.

- A. Casuals shall be maximized, even if overtime is necessary, to the fullest extent possible.
- B. Part time flexible employees shall be maximized.
- C. Volunteers on their designated holiday, by seniority.
- D. Volunteers on their non-scheduled day, by seniority.
- E. Non-volunteers on their designated holiday, by juniority.
- F. 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 6B of the Collective Bargaining Agreement.

ITEM 19. THE ASSIGNMENT OF EMPLOYEE PARKING SPACES: Six (6) parking spaces have been reserved for the clerk craft.

- A. Employees who accrue ten (10) years of service at the Bloomsburg Post Office will be awarded a parking space, provided that one of the six are available.
- B. If there are remaining parking spaces of the above six, they will be used by the remaining clerks on a three (3) month rotating basis.

ITEM 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 the determination of the choice vacation schedule shall not be part of the total choice vacation plan. No more than one clerk shall be granted leave to attend such event.

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

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

B. IF FOR SOME REASON A JOB BECOMES VACANT AND UNTIL IT IS FILLED, IF A QUALIFIED REGULAR CLERK WANTS TO PUT IN FOR THAT PARTICULAR SHIFT AND JOB TEMPORARILY, THAT THE REQUEST MAY BE HONORED BY THE CLERK FILLING OUT A PS 3189 (TEMPORARY CHANGE OF SCHEDULE).

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



Rick Sheets, Postmaster, Bloomsburg

Date signed 10/17/11