

**THIS MEMORANDUM OF UNDERSTANDING CONSTITUTES AGREEMENT BETWEEN THE WILKES-BARRE AREA LOCAL 175 APWU AND MANAGEMENT OF THE UNITED STATES POSTAL SERVICE AT THE TUNKHANNOCK POST OFFICE, TUNKHANNOCK, PENNSYLVANIA 18657.**

1. ADDITIONAL OR LONGER WASH-UP PERIODS.

Five minutes prior to lunch and end of workday.

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

Regular Clerk Craft will have fixed non-scheduled days. As much as practical, the workdays will be five (5) consecutive days in the service week.

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 of 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 January, the installation head will meet with APWU Clerical Craft representatives to review service needs and then determine a final date for the submission of applications for vacation period(s) of the employee's choice during choice vacation period(s).

If an employee wishes to relinquish his or her vacation choice, they must do so at least ten (10) days prior to the beginning date, except in the case of an emergency. The next senior eligible employee shall have the opportunity to assume that week if he or she chooses. By eligible is meant an employee who bid the week but was not successful. If there are no eligible bidders, the senior employee who has not exhausted his vacation picks will be given an opportunity to assume the week upon submission of a 3971.

5. THE DURATION OF THE CHOICE VACATION PERIOD.

The choice vacation periods will run from the week in May that includes Memorial Day through the week in September that includes Labor Day. Also, the first week of big game and small game season, the week that includes the Thanksgiving holiday and the week from Christmas to New Year's.

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 December 31. Big game week will run from the first day of the season. Small game week will run Saturday through Friday.

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 or her option request two (2) selections during the choice vacation period(s), in units of either 5 or 10 working days, the total not to exceed the ten (10) or fifteen (15) days to which he/she is entitled.

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

Only jury duty during prime vacation periods shall not be considered the employee's prime vacation choice.

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

One (1) per craft.

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

The vacation list will be posted. A copy will be given to the Union.

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 APPLICATIONS FOR ANNUAL LEAVE OTHER THAN THE CHOICE VACATION PERIOD

When annual leave of 8 hours or more is requested, 48 hours notice must be given. Requests for weekend or Mondays off must be made at least three (3) days in advance. No requests of less than one (1) full week will be approved more than thirty days in advance. If applications are received simultaneously, seniority will prevail if leave is granted.

When an employee reports off on emergency annual leave, he or 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.

When annual leave is requested on Form 3971, it may be submitted in duplicate. It will be assumed it has been approved unless notified otherwise within forty-eight (48) hours, except for weekends as stated in the above paragraph. If a request for annual leave is not approved, the employee shall be notified in writing as to the reason for refusal. Management will consult with the craft prior to restriction of annual leave.

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

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

- 1) Casuals, even if overtime is necessary.
- 2) Part-Time Flexible employees, even if overtime is necessary.
- 3) Volunteers on their designated holiday, by seniority.
- 4) Volunteers on their non-scheduled day, by seniority.
- 5) a. Non-volunteers on their designated holiday, by juniority.  
b. Non-volunteers on their non-scheduled day, by juniority.

Employees scheduled to work under #2 and #5a and #5b will be on a juniority basis.

The number of employees scheduled to work their holiday or designated holiday should be equivalent to the number of employees who normally are scheduled on that workday, to the extent possible. Employees on scheduled leave will be allowed to volunteer to work on their designated holiday or non-scheduled day in categories 3 and 4 above.

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

By tour.

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

Clerk Craft -1 Carrier Craft -1

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 or part time flexible 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.

Duties within the employee's limitations, if employee is qualified, and if such duties are available and needed.

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

Not applicable

19. THE ASSIGNMENT OF EMPLOYEE PARKING SPACES.

Past practice.

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 NEGOTIATIONS AS PROVIDED IN THE CRAFT SUPPLEMENTAL ASSIGNMENTS

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


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

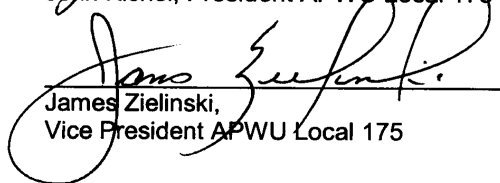
If the duties of an individual position are reduced to less than 25% daily, it shall be reposted for bid.

No clerical employee will be allowed to negotiate a special agreement directly with the postmaster. If an employee has problems, he or she must go through the proper channels first.

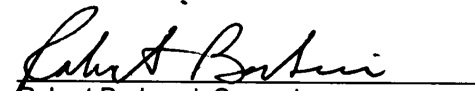
If a clerk's starting time is changed more than one (1) hour from the original starting time, the job will be reposted. If the assignment is changed over one (1) hours the incumbent does not have the option of accepting the new reporting time.

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

  
James Zielinski,  
Vice President APWU Local 175

  
Walter Shumlus, Postmaster

  
Robert Barbacci, Supervisor

Date signed 10/19/11