

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE
AND THE
WILKES-BARRE AREA LOCAL
AMERICAN POSTAL WORKERS UNION
WILKES-BARRE, PA 18701-9998**

1. **ADDITIONAL OR LONGER WASH-UP PERIODS** Continue the present office practice that is recognized as five minutes before lunch and five minutes before end of tour.
2. **THE ESTABLISHMENT OF A REGULAR WORK WEEK OF FIVE DAYS WITH EITHER FIXED OR ROTATION DAYS OFF.** The Clerk Craft will have fixed non-scheduled days. To the extent possible, 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 ORDER OF LOCAL AUTHORITIES OR AS LOCAL CONSIDERATIONS WARRANT BECAUSE OF EMERGENCY CONDITIONS.**

In instances such as "Acts of God," the Postal Service, to avoid placing the health and safety of Postal employees at risk during emergency situations, shall follow the recommendations and directives of federal, state, and local emergency management and weather authorities when emergencies arise.

Also, local emergency conditions such as the discovery of explosives in the building, bomb threats, lack of heat or air conditioning, biological or chemical agents, and other environmental factors can become life threatening. The Postal Service will follow the recommendations, guidelines, and directives of the agency involved in each specific emergency.

Management will be responsible for placing pertinent and necessary information relating to severe weather situations and other emergency situations on the USPS Postal Employees Emergency Information Line, 1-888-363-7462. All employees will be responsible for accessing and utilizing this phone line for up to date news, information, and instructions.

4. **FORMULATION OF LOCAL LEAVE PROGRAM**
During January, the installation head, or his designee, will meet with the A.P.W.U. Clerk Craft representative to review service needs and to facilitate the vacation pick process for the year. A determination will be made regarding the date for submission of applications for vacation period(s) of the employee's choice. The beginning date of the Prime Time vacation pick process will be posted no later than January 31st. The number of Window Service clerks that will be permitted to be off each week for prime time vacation will be determined. This will be based on the current pool of all available Window Service clerks in January (see #9).

When an employee wishes to relinquish their vacation choice, they must do so at least fourteen (14) days prior to the 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, the senior employee who has not exhausted his vacation picks will assume the week upon submission of a 3971.

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 four (4) employees per tour shall be granted no less than eight (8) hours of incidental leave Tuesday through Friday. The tour includes the Carrier Annex and Kingston Branch employees. In consideration of the four (4) off per tour; a maximum of two (2) employees will be allowed off at each office, the Carrier Annex and Kingston Branch.

The minimum off on weekends and Mondays will be as follows:

Saturdays three (3) per tour

Sundays two (2) per tour

Mondays three (3) per tour

Exceptions: This is not applicable during the period December 1 to December 24. For the period covering the 1st through the 4th of each month, the minimum off shall be three (3) per tour on weekdays.

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

5. DURATION OF THE CHOICE VACATION PERIOD

The choice vacation period will run from the week in May that includes Memorial Day through the week in September that includes Labor Day, the first week of Big Game and Small Game season, the week that includes Thanksgiving, and the week from Christmas 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). It is agreed that non-scheduled days are not part of the vacation week. Employees wishing to be available for work on a non-scheduled day prior to or following their vacation week must so inform management in writing.

6. 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/her option request two (2) selections during the choice period(s). The choices must be in units of either five (5) or ten (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. Forty-eight (48) 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 forty-eight (48) hours have passed will be bypassed. It will then be the bypassed employee's responsibility to inform management when they are prepared to make vacation picks.

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

Jury duty should not be considered the employee's primary vacation choice. No more than three (3) union officials will be allowed to attend National or State conventions during the prime time vacation period without the time being counted towards the prime time vacation pick calendar. There will be no more than two (2) union officials per tour without vacation slots being blocked out. The Union will submit the names of the delegates to management as soon as possible.

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

Up to seventeen (17)% of the career clerk complement will be permitted off for choice vacation picks per week during the choice vacation periods. The computation and tour allocation will be completed annually at the time of the annual vacation period planning meeting each January. The maximum number allowed off each week on each tour will be based on the number of career clerks on each tour at the time of the January meeting. In determining the picks the following limits will apply: At the Carrier Annex there will be no more than three (3) off; at the Kingston Branch there will be no more than three (3) off; for Window Service positions the number off will be based on a percentage of the total qualified window clerks at the time of the January meeting. A percentage of twenty-eight (28)% will be applied to the total number of employees with window service on their bid job. Employees whose bid job includes the Annex or Kingston and have window service duties also will be guided by both choice pick limitations of Annex, Kingston and Window Service.

The number used to compute the seventeen (17)% will not include the following "office section" personnel: Postmaster's Secretary, General Mail Processing Clerk, Statistical Programs Clerk. "Office section" personnel will be allotted one pick per week.

Any leave requested beyond the number of slots needed to satisfy the choice vacation period picks will be considered an incidental leave request and approval/disapproval will be based on operational needs. Each request will be given due consideration and not disapproved without justifying the need of the employee.

Employees who subsequently bid to a different tour of duty after making their choice vacation picks will carry their picks with them to the new tour.

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

Vacation lists 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. A copy of the notice will be provided to the union.

12. PROCEDURES FOR SUBMISSION OF APPLICATION FOR ANNUAL LEAVE 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. Requests for weekends off, (Friday-Saturday), (Saturday-Sunday), (Sunday-Monday) or any combination of Friday through Monday should be made at least three working days in advance. 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 30th 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.

Cutoff times for submission of daily incidental leave (leave of less than 8 hours) will be 1:00 AM for Tour #1; 9:00 AM for Tour #2; and 6:00 PM for Tour #3. These times should allow employees an equal chance for annual leave regardless of starting times. Employees with odd starting times will need to coordinate their leave requests with management. Management will take into consideration that certain employees' starting times are much later than the normal tour starting times. Employees wishing to leave work earlier than the cutoff times should submit a 3971 upon reporting for work, or as soon as possible, and insure management is aware of their request. Management will respond to requests for early incidental leave promptly. In the event operations are negatively impacted by the category of employees off on a particular week, the union will be consulted and will assist in resolving such situations. 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 fifty (50) 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. PS Form 3971 submitted at least 48 hours before the desired time will not be subject to the cutoff provisions.

When a request for annual leave is not approved, the employee shall be notified in writing as to the reason for the refusal. Management agrees to state specifically why the employee is necessary to mail processing operations.

Management will consult with either the President, Clerk Craft Director, or Tour Steward prior to any restriction of annual leave. Written notification will be provided to the union when restrictions are deemed necessary.

No change of non-scheduled days will be approved for the day prior to or following a holiday or the designated holiday.

When a customer service employee reports off on emergency annual leave, he/she must notify a supervisor on duty. Plant employees must use the ERMS call-in system. 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 one day unless otherwise arranged with a supervisor.

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

The following is the order that employees will be scheduled for work on a holiday or a day designated as a holiday.

1. Volunteers on their holiday or day designated as their holiday by seniority.
2. Casuals (or any future non career employee) - no more than eight (8) hours.
3. Part time flexible employees - no more than eight (8) hours.
4. Volunteers on their non-scheduled day by seniority (not a Penalty overtime day).
5. Casuals (or any other future non career employee) - shall be maximized to the fullest extent possible .
6. Part Time Flexible employees should be maximized, even if overtime is necessary, to the fullest extent possible.
7. Volunteers on their non-scheduled day (even if Penalty OT) by seniority.
8. Non-volunteers on their designated holiday, by juniority.
9. Non-volunteers on their non-scheduled day by juniority.

Prior to finalizing the holiday schedule, management will meet with union officials and finalize the holiday schedule according to the Memorandum of Understanding - Re: Holiday Scheduling

It is understood that qualifications and skills will affect scheduling in accordance with Article 11, Section 6.8.

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 who normally are scheduled on that workday, by tour.

Employees on scheduled leave will be allowed to volunteer to work on their designated holiday or non-scheduled day in categories #1, #4 and #7 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. When employees from one tour volunteer to come in on another tour—this fact will be considered in reducing the number of employees forced to work on the gaining tour.

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

Employees required to work on their holiday, the day designated as their holiday, or their non-scheduled day will retain their seniority, unless the person was scheduled because of a specific skill being required. They will be slotted in with the regularly scheduled employees.

Casual employees will not be given off on the day before or after a holiday to the detriment of a career employee. This includes the Friday after Thanksgiving Day.

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

Each of the following three (3) specified areas shall be known as a section for implementing the overtime desired list:

1. Tour one (1) mail processing employees with starting times from 9:00 P.M. to 3:59 A.M.
2. Tour two (2) mail processing employees with starting times from 4:00 A.M. to 11:59 A.M.
3. Tour three (3) mail processing employees with starting times from 12:00 P.M. to 8:59 P.M.
4. It is agreed that the carrier annex and all stations and branches are included with the main office for purposes of overtime assignments. In order to insure fairness and in consideration of the employees with late starting times and/or no mailing schemes, management and the union will establish a separate list of employees as noted and will decide what work is available to allow them to participate in overtime selection on a rotating basis.

Employees who are scheduled to work overtime will be given at least one (1) hour notice prior to the beginning of their overtime assignment, except in cases of emergency. In an emergency the advance notice must be given, within the hour, as soon as possible. Employees who were not afforded the one (1) hour notice for an overtime assignment will not be required to stay for overtime, except in cases of emergency.

Prior to utilizing casual employees over eight (8) hours in a day, management will afford the opportunity to work to the available ODL employees first.

Assignment of overtime, except for holidays or days designated as a holiday, will be made in accordance with Article 8 of the National Agreement.

There is no prohibition which would prevent an employee from being called while absent or on leave and offered overtime on days they will not be absent or on leave. Plant employees who have reported off on sick leave or emergency annual leave will not be called until the last day of the absence as documented on the ERMS call-in system. Customer Service employees who have reported off on sick leave or emergency annual leave will not be called until they have reported back on, or in the case of EAL, the period of emergency leave has expired. If an employee on vacation wishes to be considered for work on their non-scheduled days they must notify their supervisor in writing prior to the beginning of their vacation choice(s).

Management recognizes the requirements of the National Agreement, Article 8, section 5.E. regarding exceptions to working overtime based on "equity" and will abide by same.

If, after the assignment of overtime in accordance with Article 8 of the CBA, there is still a need for qualified employees, prior to forcing non-ODL employees on their non-scheduled day, Management will first solicit qualified non-ODL employees to work up to eight (8) hours on their non-scheduled day or ten (10) hours on a regular scheduled day. If there is still an insufficient number of employees, management will schedule as many qualified PTF's to work up to 12 hours as it takes so regulars will not be forced in.

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

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 WORK FORCE WILL BE ADVERSELY AFFECTED.

In assigning light duty assignments, no full time employee is to be adversely affected, i.e. they will not be moved to a different tour, have their duty hours changed, or have changes made to their non-scheduled days.

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 the 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.

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.

1. Tour one (1) employees with starting times from 8:00 P.M. to 3:59 A.M. The section will be the entire tour.
2. Tour two (2) employees with starting times from 4:00 A.M. to 11:59 A.M. The section will be the entire tour.
3. Tour three (3) mail processing employees with starting times from 12:00 P.M. to before 8:59 P.M. The section will be the entire tour.

Entire tour is defined at the main office, carrier annex, Kingston Branch, and Stations/Branches inclusive.

Employees excess to the needs of a section will be on a juniority basis with the junior employee(s) becoming unassigned regulars on the same tour. Excessed employees will have retreat rights back to any similar vacancy within their original section on a seniority basis.

19. THE ASSIGNMENT OF EMPLOYEE PARKING SPACES

Management recognizes its responsibilities under the National Agreement that the subject of parking spaces is a proper subject for discussions with the Joint Parking Committee. No adjustment to parking spaces will be made on a unilateral basis. Parking area is designated to be the South end (Hazle Street side) of the postal property on a first come, first served basis. Space available for use of employees will consist of those spaces in excess to the operational needs of the Postal Service. Any changes to the assignment of parking slots will be done through agreement with the Joint Parking Committee. Due to security precautions, the Ross Street side parking area is limited to those working in the administrative section, management employees, window, and those postal employees attending training or meetings from other installations. There will be four Handicapped parking spaces; three (3) at the Hazle Street lot and one (1) at the Ross Street lot. There will be one permanent space for Maternity, with provisions to be made for additional spaces on a temporary basis as needed. There will be two (2) reserved parking spaces for CFC drawing winners, one located at the Hazle Street lot and one located in the Ross Street lot.

Management will insure adequate lighting for safety and security of the parking lot. The fence around the parking lot will be maintained at all times.

Parking permits will be issued to all employees designating what parking lot is to be used. For security reasons and to prevent unauthorized use of the parking lots, employees must display the parking permit on the rear view mirror. The first permit will be assigned at no cost. At the initial distribution of a parking permit, a second permit will be provided at no cost upon an employee's request. Loss of permit will incur a \$2.00 replacement fee.

Parking is to be made available to career employees before non-career employees. The method of insuring compliance with this provision will be through a meeting of the Parking Committee. If adequate parking is not available on the Hazle Street side, the Ross Street side will be made available for employee parking, upon written notice.

This parking policy is subject to change as circumstances warrant, i.e. heavy periods of snow. The Parking Committee will discuss emergency changes to the policy. The Parking Committee will be comprised of three (3) members from both the union and management at each other's discretion.

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 or Leave Without Pay to attend union activities requested prior to determination of the choice vacation schedule is not to be part of the total choice vacation plan for no more than three (3) Union officials. Also, refer to item #8.

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

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

B. Ad Hoc back-up positions will not be posted with scheme requirements unless deemed necessary and agreed to by the parties.

C. Employees on a non-scheduled day may report to work no earlier than two (2) hours before their normal starting times or two (2) hours before the designated tour starts in item #14. Exceptions may be made with joint agreement between the Employee, management, and the Union.

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

SENIORITY AND REASSIGNMENT

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

B. If a clerk's regular job is abolished, the clerk will remain within his/her tour section as outlined in item #18 and Article 37 of the National Contract.

C. Clerks may hold only one Ad-Hoc position. All Ad-Hoc bids will be restricted to the tour and building where the position is located. If the Ad-Hoc bid becomes vacant, it will be reposted unless management, after consultation with the union, decides it is no longer needed. Incumbent Ad-Hoc bid employees may be required to stay in the position for a period of time not to exceed 30 days to allow for bidding, training and transition into the position. Clerk Craft employees who currently hold Ad Hoc positions or are awarded future Ad Hoc positions will work said Ad Hoc duties as needed and according to operational needs. It has always been the intent and in accordance with past practice procedures that employees are trained for these positions and are to perform the duties of the Ad Hoc position when incumbent is unavailable. For the purpose of assigning employees when incumbent is not available, those employees who have back-up duties in their bid job will work said bid job first, followed by Ad Hoc positions. The only exception will be those agreed upon by both parties that are already established.

D. Management recognizes the language of the Collective Bargaining Agreement under Article 37.3.F. In assigning employees to daily work assignments, seniority of the craft employees will be considered. Employees may be moved by juniority to help with time critical dispatches. All supervisors will observe the seniority of craft employees in all other cases.

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

F. Management and the Union recognize that duty hours contained within an employee's posted bid job constitute the employee's claim to work the position by seniority.

G. 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.

H. When tours of duty and duty assignments dovetail together, the senior employee from any tour will have claim to work the assignment.

I. 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.

J. 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.

K. It is agreed that the Carrier Annex, Kingston Post Office and all other stations and branches are included with the main office for purposes of bidding, light duty assignments, vacation picks, and seniority rights.

L. It is agreed that the following shall be the regulations for automation.

1. Automation machines shall be staffed in the following order:

A. Mail Processing Clerks, Automation by seniority

B. Mail Processing Clerks, Automation on overtime

C. Casuals

D. Mail Processing Clerks, Level 5 Manual on overtime by juniority

E. Mail Processing Clerks, Level 6 Manual on overtime by juniority

F. Mail Processing Clerks, Level 5 Manual, by juniority

G. Level 6 clerks

The manual Mail Processing Clerks to be used on the automation shall be the most junior, unless there is a time critical dispatch that needs to be met and moving that employee shall cause the dispatch to be missed. Once the dispatch has been met, management shall then proceed to replace the senior employee with a junior employee. The union shall be notified when a senior employee is being utilized in this situation. Management shall not utilize other employees to do the bid job of a manual mail processing clerk, while that employee is being utilized on automation.

2. When there is an excess number of automation Mail processing Clerks to staff the automation machines, the most junior clerk(s) shall be assigned to work in the manual area.

3. The Overtime Desired List, Level 5 and Level 6, shall be trained to work on the automation.

4. When there is an overlap of Tours the automation shall be staffed by the most senior automation clerks from any tour. The exception shall be when Tour 3 is still processing outgoing mail, the tour 3 automation Mail Processing Clerks shall finish that run.

5. Lunch schedules shall be set to coincide with the mail volume and dispatches. Lunch schedules shall not be set before two hours nor more than six hours from the begin tour time to accommodate the different starting times of individual bid jobs.

POSTING

M. If the Post Office considers any change in the qualification 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 Qualification Standards as contained within the contract.

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

O. If for any reasons 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 A.P.W.U. President shall also be notified.

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

Q. 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.

R. 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.

S. 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.

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

U. All bids will have the posting information required by the National Agreement Article 37.3.E.

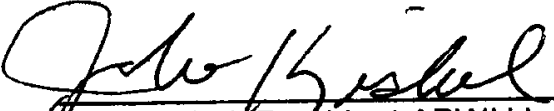
V. Each successful bidder and the union shall receive a copy of his/her bid job description.

W. 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.

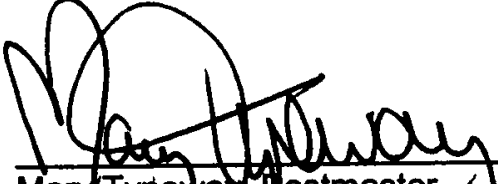
X. Management will be responsible for tracking the number of times an employee is designated the senior bidder. Management will be responsible for tracking how many times an employee is designated the successful bidder. Any violation of the senior and/or successful bidder requirements will be corrected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

Y. 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 rule will be corrected by management after consultation with the union.

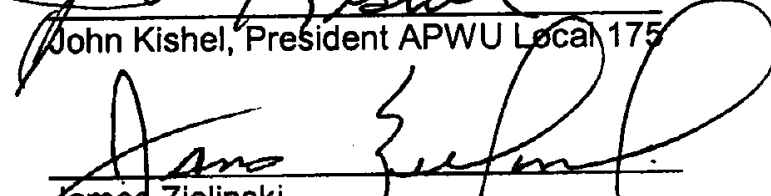
THIS MEMORANDUM OF UNDERSTANDING IS ENTERED INTO IN ACCORDANCE WITHIN THE PROVISION OF ARTICLE 30 OF THE NATIONAL BARGAINING AGREEMENT BETWEEN THE UNITED STATES POSTAL SERVICE AND THE WILKES-BARRE AREA LOCAL 175 OF THE AMERICAN POSTAL WORKERS UNION FOR THE TERM OF THE NOVEMBER 21, 2010 TO MAY 20, 2015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



John Kishel, President APWU Local 175



Mary Tyrneway, Postmaster



James Zielinski,
Vice President APWU Local 175

Date signed 10/19/11 _____