

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

FOR PURPOSES OF THIS AGREEMENT, AN EMPLOYEES "SENIORITY" REFERS TO "INSTALLATION SENIORITY IN THE MAINTENANCE CRAFT".

1. ADDITIONAL OR LONGER WASH UP PERIODS

CONTINUE PRESENT OFFICE PRACTICE OF FIVE (5) MINUTES WASH UP TIME.

2. ESTABLISHMENT OF A REGULAR WORK WEEK OF FIVE DAYS WITH FIXED DAYS OFF.

THE MAINTENANCE CRAFT WILL HAVE FIXED NON-SCHEDULED DAYS.

3. GUIDELINES FOR THE CURTAILMENT OR TERMINATION OF POSTAL OPERATIONS TO CONFORM TO ORDERS TO LOCAL AUTHORITIES OR AS LOCAL CONDITIONS WARRANT BECAUSE OF EMERGENCY CONDITIONS.

GUIDELINES FOR EMERGENCY CURTAILMENT OF POSTAL OPERATIONS WHEN CONDITIONS ARE SUCH THAT AN EMERGENCY MIGHT BE DECLARED THAT MAY PRECLUDE THE DELIVERY OR PROCESSING OF THE MAIL TO AN AREA OR AREAS. MANAGEMENT WILL CONSULT WITH A UNION OFFICIAL, AS WELL AS THE MAINTENANCE CRAFT DIRECTOR 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

BY THE 10th of JANUARY, THE INSTALLATION HEAD WILL MEET WITH THE A.P.W.U. MAINTENANCE CRAFT REPRESENTATIVES, TO REVIEW SERVICE NEEDS AND THEN DETERMINE A FINAL DATE FOR THE SUBMISSION OF APPLICATIONS FOR VACATION PERIOD (S).

BEGINNING THE FIRST MONDAY in FEBRUARY, A MAINTENANCE SUPERVISOR SHALL APPROACH THE SENIOR CRAFT EMPLOYEE, ON THEIR RESPECTIVE TOURS. (TOUR 1, 2, 3) BY OCCUPATIONAL GROUP WITH A CALENDAR, TO ASCERTAIN HIS/HER TWO (2) SELECTIONS OF VACATION

LEAVE. AFTER THE SENIOR EMPLOYEE HAS MADE HIS/HER TWO (2) SELECTIONS THE SUPERVISOR SHALL PLACE THE VACATION ON THE CALENDAR AND PROCEED TO THE NEXT SENIOR CRAFT EMPLOYEE, ON THEIR RESPECTIVE TOURS (TOUR 1,2,3) BY OCCUPATIONAL GROUP FOR HIS/HER TWO (2) SELECTIONS. THIS PROCEDURE WILL CONTINUE UNTIL ALL MAINTENANCE CRAFT EMPLOYEES HAVE MADE THEIR TWO (2) SELECTIONS FOR PRIME TIME VACATION LEAVE. THIS PROCESS SHOULD BE COMPLETED BY NO LATER THEN THE THIRD FRIDAY in MARCH, OF THE CURRENT LEAVE YEAR. UPON COMPLETION, A CALENDAR INDICATING THE SUCCESSFUL SELECTIONS WILL BE POSTED ON THE MAINTENANCE BULLETIN BOARD.

WHEN THE EMPLOYEE [S APPROACHED, HE/SHE MUST NORMALLY MAKE THE (2) SELECTIONS WITHIN 72 HOURS.

EACH EMPLOYEE WILL BE RESPONSIBLE TO SUBMIT FORM 3971 TO A SUPERVISOR WITHIN (30) DAYS PRIOR TO SCHEDULE OF ANNUAL LEAVE.

AFTER CHOOSING A PERIOD OF ANNUAL LEAVE, EMPLOYEES MAY NOT RELINQUISH ANY PORTION OF THAT LEAVE UNLESS THEIR IMMEDIATE SUPERVISOR IS INFORMED. SUPERVISORS WILL THEN POST RELINQUISHED PERIODS FOR CONSIDERATION BY SENIORITY. EMPLOYEES WILL BE EXPECTED TO TAKE THEIR LEAVE UNLESS THEY HAVE RELINQUISHED THEIR LEAVE AT LEAST TWO (2) WEEKS BEFORE SCHEDULE STARTING DATE.

AFTER ALL EMPLOYEES HAD AN OPPORTUNITY TO MAKE THEIR SELECTIONS, BY SENIORITY, THEY WILL BE GIVEN THE OPPORTUNITY TO SELECT FROM ANY UNSELECTED PRIME VACATION TIME. SUCH CONSIDERATION WILL BE AT MANAGEMENTS OPTION, BASED ON OPERATIONAL COSIDERATIONS.

EMPLOYEES IN THE 20 TO 26 DAYS LEAVE BRACKET ARE REQUESTED TO TRY AND ARRANGE TO TAKE 5 DAYS, ANNUAL LEAVE FROM JANUARY 1 THROUGH THE MONTH OF MAY.

SELECTIONS FOR ANNUAL LEAVE ARE BASED UPON THE EMPLOYEE MAINTAINING AN ANNUAL LEAVE BALANCE, TO COVER HIS/HER VACATION. IF THE EMPLOYEE DOES NOT MAINTAIN ANANNUAL LEAVE SUFFICENT TO COVER THEIR VACATION, AND IS STILL INTERESTED IN THIS VACATION PERIOD. THEY MUST SUBMIT A NEW FORM 3971 TO THEIR SUPERVISOR AT LEAST TWO (2) WEEKS PRIOR TO THE SCHEDULED VACTION PERIOD FOR CONSIDERATION BASED ON THE NEED OF THE POSTAL SERVICE.

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

THE CHOICE VACATION PERIODS WILL RUN FROM THE WEEK IN MAY WHICH INCLUDES MEMORIAL DAY THROUGH THE WEEK IN SEPTEMBER THAT INCLUDES LABOR DAY. ALSO INCLUDED ARE THE FIRST WEEK OF BIG

GAME SEASON, AND THE WEEK IN DECEMBER, BETWEEN CHRISTMAS AND NEW YEARS DAY. THESE DAYS ARE DECEMBER 26<sup>th</sup> through DECEMBER 31<sup>st</sup>.

6. THE DETERMINATION OF THE BEGINNING DAY OF AN EMPLOYEES VACATION THE VACATION WEEK WILL BE NORMALLY MONDAY THROUGH SUNDAY. NO EMPLOYEE WILL HAVE TWO SATURDAYS OFF FOR ONE WEEKS VACATION. THE EMPLOYEE WILL WORK THE SATURDAY BEFORE GOING ON VACATION, IF IT IS HIS/HER SCHEDULED WORKDAY.

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

AN EMPLOYEE AT THEIR OPTION MAY REQUEST TWO (2) SELECTIONS DURING THE CHOICE PERIODS IN UNITS OF EITHER 5 OR 10 DAYS. THE TOTAL IS NOT TO EXCEED THE TEN (10) DAYS THEY ARE ENTITLED TO.

8. WHETHER MILITARY, JURY DUTY, AND ATTENDANCE AT NATIONAL OR STATE CONVENTIONS ARE TO BE CHARGED TO CHOICE VACATION PERIOD.

MILITARY LEAVE, JURY DUTY, NATIONAL OR STATE CONVENTION LEAVE FOR AUTHORIZED DELEGATES DURING PRIME VACATION PERIODS, SHALL NOT BE CONSIDERED THE EMPLOYEES PRIME VACATION CHOICE. THE UNION SHALL SUBMIT THE NAMES OF DELEGATES TO MAINTENANCE MANAGER AS SOON POSSIBLE.

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

DURING THE CHOICE VACATION PERIOD, ONE EMPLOYEE IN EACH OCCUPATIONAL GROUP AND LEVEL PER TOUR IN THE MAIN POST OFFICE (*WILKES-BARRE. KINGSTON. HANOVER ANNEX. and STATIONS*) WILL BE GRANTED LEAVE AT ANY GIVEN TIME. THE ONLY EXCEPTION IS THE TOUR 2 ET-11's, WHO, DURING THE CHOICE VACATION PERIOD, MAY HAVE TWO (2) EMPLOYEES GRANTED LEAVE AT ANY GIVEN TIME.

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

AS STATED IN ITEM # 4 OF THIS MEMORANDUM OF UNDERSTANDING

11. DETERMINATION OF THE DATE AND MEANS OF NOTIFYING EMPLOYEE OF THE NEW YEAR NOTICE TO BE POSTED ON THE MAINTENANCE BULLETIN BOARD PRIOR TO NOVEMBER 1<sup>st</sup>, IF POSSIBLE.

12. THE 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. REQUEST FOR WEEKENDS OR MONDAYS OFF, SHOULD BE MADE AT LEAST THREE (3) DAYS IN ADVANCE, IF POSSIBLE. NO REQUEST FOR LEAVE LESS THAN ONE (1) FULL WEEK WILL BE APPROVED MORE THAN THIRTY

(30) DAYS IN ADVANCE. IF APPLICATIONS ARE RECEIVED SIMULTANEOUSLY, SENIORITY WILL PREVAIL IF LEAVE IS GRANTED.

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 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

### 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.

1. VOLUNTEERS ON THEIR DESIGNATED HOLIDAY
2. VOLUNTEERS ON THEIR NON - SCHEDULED DAY
3. NON - VOLUNTEERS ON THEIR DESIGNATED HOLIDAY, BY JUNIORITY
4. NON - VOLUNTEERS ON THEIR NON - SCHEDULED DAY, BY JUNIORITY

THE PECKING ORDER MUST BE FOLLOWED REGARDLESS OF WHETHER THE SCHEDULING WILL RESULT IN EMPLOYEE(S) RECEIVING PENALTY OVERTIME.

EMPLOYEES DETAILED TO OTHER OCCUPATIONAL GROUPS WILL REVERT TO THEIR ORIGINAL GROUP FOR PURPOSES OF HOLIDAY SCHEDULING.

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

THE FOLLOWING PARAMETERS SHALL BE RECOGNIZED FOR IMPLEMENTING THE OVERTIME DESIRED LIST:

#### 1. TOUR:

- a. AN INDIVIDUAL IS CONSIDERED A TOUR I EMPLOYEE IF THE MAJORITY OF HIS/HER WORK HOURS ARE BETWEEN 11:00 p.m. AND 7:30 a.m.
- b. AN INDIVIDUAL IS CONSIDERED A TOUR II EMPLOYEE IF THE MAJORITY OF HIS/HER WORK HOURS ARE BETWEEN 7:00 a.m. AND 3:30 p.m.
- c. AN INDIVIDUAL IS CONSIDERED A TOUR III EMPLOYEE IF THE MAJORITY OF HIS/HER WORK HOURS ARE BETWEEN 3:00 p.m. AND 11:30 p.m.

#### 2. OCCUPATIONAL GROUP

#### 3. LEVEL

CUSTODIAL EMPLOYEES LEVEL 3 and LEVEL 4 SHALL BE PLACED ON ONE (1) COMMON LIST, FOR THE PURPOSES OF OVERTIME ASSIGNMENTS

IT IS AGREED UPON THAT OVERTIME IS BY TOUR AND IS TO BE ROTATED BY SENIORITY. ALSO, THE OVERTIME DESIRED LIST WILL PROVIDE PROVISIONS FOR NON-SCHEDULED DAYS, 10-HOUR AND 12-HOUR CATEGORIES.

IT IS ALSO AGREED UPON THAT THE HANOVER ANNEX AND KINGSTON BRANCH WILL BE INCLUDED WITH THE WILKES-BARRE MAIN OFFICE FOR THE PURPOSES OF OVERTIME ASSIGNMENTS.

EMPLOYEES DETAILED TO OTHER OCCUPATIONAL GROUPS WILL REVERT TO THEIR ORIGINAL GROUP FOR PURPOSES OF OVERTIME SCHEDULING.

EMPLOYEES ABSENT OR ON LEAVE WILL NOT BE SCHEDULED FOR OVERTIME. THERE IS NO PROHIBITION WHICH WOULD PREVENT AN EMPLOYEE FROM BEING CALLED WHILE ABSENT OR ON LEAVE AND OFFERED OVERTIME ON DAYS THAT THEY WILL NOT BE ABSENT OR ON LEAVE. EMPLOYEES REPORTING OFF SICK OR ON EMERGENCY ANNUAL LEAVE (EAL) WILL NOT BE CALLED UNTIL THEY REPORT 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 PRIOR TO THE BEGINNING OF THE VACATION PERIOD.

EMPLOYEES WHO ARE SCHEDULED TO WORK OVERTIME WILL BE GIVEN 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 OR AS SOON AS POSSIBLE.

EMPLOYEES WHO ARE NOT AFFORDED THE ONE (1) HOUR NOTICE, FOR AN OVERTIME ASSIGNMENT WILL NOT BE REQUIRED TO STAY FOR OVERTIME, EXCEPT IN CASES OF EMERGENCY.

TWO (2) WEEKS PRIOR TO THE START OF EACH CALENDAR QUARTER, FULL TIME REGULAR EMPLOYEES DESIRING TO WORK OVERTIME SHALL PLACE THEIR NAMES ON AN OVERTIME DESIRED LIST. IT WILL BE THE EMPLOYEES RESPONSIBILITY TO PUT HIS/HER NAME ON THE APPROPRIATE OVERTIME LIST. IN THE EVENT THE EMPLOYEE IS AT SCHOOL, ON LEAVE, ILL OR ASSIGNED TO WORK AT ANOTHER FACILITY THEY EXERCISE THEIR RIGHT TO BE PLACED ON THE OVERTIME DESIRED LIST IN WRITING TO THEIR RESPECTIVE MAINTENANCE SUPERVISOR. NO NEW NAMES WILL BE ADDED AFTER THE LIST IS POSTED.

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

THERE WILL BE NO MAXIMUM FOR TEMPORARY OR PERMANENT LIGHT DUTY ASSIGNMENTS WITHIN EACH CRAFT OR OCCUPATIONAL GROUP. NO SPECIFIC NUMBER OF POSITIONS FOR PERMANENT LIGHT DUTY ASSIGNMENTS SHALL BE ESTABLISHED WITHIN EACH CRAFT OR OCCUPATIONAL GROUP.

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, EITHER TEMPORARY OR PERMANENT, NO FULL TIME EMPLOYEE IS TO BE ADVERSELY AFFECTED. LIGHT DUTY ASSIGNMENTS WHETHER TEMPORARY OR PERMANENT ARE

ENTITLED TO WORK OVERTIME, PROVIDING THE OVERTIME IS WITHIN THEIR RESTRICTIONS AND LIMITATIONS.

17. THE IDENTIFICATION OF ASSIGNMENTS THAT ARE TO BE CONSIDERED LIGHT DUTY

HELPING IN THE PARTS ROOM, LIGHT OFFICE MAINTENANCE AND OFFICE WORK (ANSWERING PHONES, PAPER WORK) WHEN SUCH WORK IS AVAILABLE. TO THE EXTENT POSSIBLE AN EMPLOYEE'S PRESENT PREFERRED DUTY ASSIGNMENT WILL BE MODIFIED TO ACCOMMODATE HIS/HER LIGHT DUTY LIMITATIONS AND/OR RESTRICTIONS.

18. THE IDENTIFICATION OF ASSIGNMENTS COMPRISING A SECTION, WHEN IT IS PROPOSED TO REASSIGN WITH AN INSTALLATION, EMPLOYEES EXCESS TO THE NEEDS OF THE SECTION EACH OF THE FOLLOWING IS TO BE CONSIDERED A SECTION FOR USE IN REASSIGNMENT WITHIN THE INSTALLATION OF EMPLOYEES EXCESS TO THE NEEDS OF THE SECTION:

1. AN INDIVIDUAL IS CONSIDERED A TOUR I EMPLOYEE IF THE MAJORITY OF HIS/HER WORK HOURS ARE BETWEEN 11:00 p.m. AND 7:30 a.m.
2. AN INDIVIDUAL IS CONSIDERED A TOUR II EMPLOYEE IF THE MAJORITY OF HIS/HER WORK HOURS ARE BETWEEN 7:00 a.m. AND 3:30 p.m.
3. AN INDIVIDUAL IS CONSIDERED A TOUR III EMPLOYEE IF THE MAJORITY OF HIS/HER WORK HOURS ARE BETWEEN 3:00 p.m. AND 11:30 p.m.

IT IS AGREED THAT THE HANOVER ANNEX AND KINGSTON BRANCH WILL BE INCLUDED WITH THE WILKES-BARRE MAIN OFFICE, FOR PURPOSES OF THESE ASSIGNMENTS.

19. THE ASSIGNMENT OF EMPLOYEE PARKING SPACES

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.

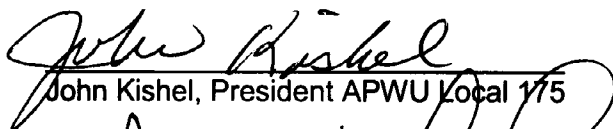
21. THOSE OTHER ITEMS WHICH ARE SUBJECT TO LOCAL NEGOTIATION AS PROVIDED IN THE CRAFT SUPPLEMENTAL AGREEMENTS. THEY WILL CONFORM TO THE PROVISIONS OF THE CURRENT NATIONAL AGREEMENT UNLESS SPECIFICALLY ADDRESSED IN THIS LOCAL AGREEMENT.

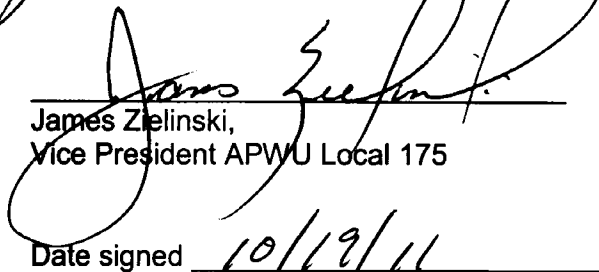
22. LOCAL IMPLEMENTATION OF THIS AGREEMENT RELATING TO SENIORITY, REASSIGNMENTS AND POSTINGS WILL CONFORM TO PROVISIONS OF THE CURRENT NATIONAL AGREEMENT.

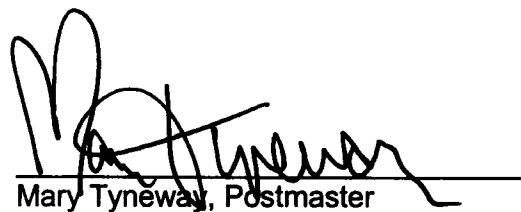
**\*\*CHANGE IN DAYS OFF and/or STARTING TIME in EXCESS OF TWO (2) HOURS WILL REQUIRE THE RE-POSTING OF THE AFFECTED JOB"**

WHEN AN EMPLOYEE ON THE OVERTIME DESIRED LIST CHANGES HIS/HER SCHEDULED WORK DAYS, HE/SHE WILL BE SLOTTED IN AT THE BOTTOM OF THE OVERTIME DESIRED LIST IN THE NON-SCHEDULED DAYS CATEGORY. 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. ALL TRAINING OPPORTUNITIES IN THE MAINTENANCE CRAFT SHALL BE POSTED WITHIN A REASONABLE AMOUNT OF TIME IN ORDER FOR EMPLOYEES TO VOLUNTEER FOR EACH OPPORTUNITY.

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  
Date signed 10/19/11

  
Mary Tyneway, Postmaster