

JIM THORPE POST OFFICE 18229-9998

THIS LOCAL MEMORANDUM OF UNDERSTANDING IS ENTERED INTO ON SEPTEMBER 28, 2011 AT THE JIM THORPE POST OFFICE BETWEEN THE REPRESENTATIVES OF THE UNITED STATES POSTAL SERVICE AND THE WILKES-BARRE AREA LOCAL BRANCH #175, AMERICAN POSTAL WORKERS UNION, AFL-CIO CLERK CRAFT PURSUANT TO THE LOCAL IMPLEMENTATION PROVISION OF THE 2010-2015 NATIONAL AGREEMENT. THIS CONSTITUTES THE ENTIRE AGREEMENT ON MATTERS LOCAL CONDITIONS OF EMPLOYMENT.

BREAKDOWN OF THE NEGOTIATED ITEMS UNDER ARTICLE 30 OF THE 2010-2015 NATIONAL AGREEMENT AND DISPOSITION OF EACH ITEM AS FOLLOWS:

1. Additional or Longer Wash up Periods

Wash-up time, if applicable, will be administered in accordance with Article 8.9 of the National Agreement.

2. The Establishment of a Regular Work Week of Five Days with Either Fixed or Rotation Days Off

The work week for Full-time regular clerks will consist of (5) days with fixed days off.

3. Guidelines for Curtailment or Termination of Postal Operations to conform to orders of local authorities or as local conditions warrant because of emergency conditions.

When the decision has been reached to curtail or terminate postal operations, to the extent possible, the District or Postmaster will notify the Local APWU President or designee of his/her determination.

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 or directives of Federal and State Emergency Management Authorities at the USPS District level when emergencies arise. Local management will make every effort to actively share their local knowledge of the event with the appropriate CPA District staff to enable a more educated decision to curtail or terminate postal operations.

4. Formulation of Local Leave Program

The local leave program shall be administered in accordance with Article 10 of the 2010 National Agreement and Section 510 of the Employee and Labor Relations Manual (ELM).

The maximum number of days off during choice vacation is governed by Article 10, Sections 3.D.1 and D.2 of the 2010 National Agreement. All leave selections must be in full week or (40) hours increments and charged 40 hours of Annual Leave. Weeks containing a designated paid holiday for a full time regular will require 32 hours AL. All leave for other-than full-time regulars must be taken as (40) hours per choice vacation week. An employee making a choice vacation selection must have a leave balance for the total number of hours available at the time of the leave. If an employee does not have the full (40) hours of annual leave balance at the time of the leave, the employee must relinquish the full week of leave.

- a.) A choice vacation calendar will be passed through all leave earning employees by Seniority no later than February 15.
- b.) February 28, shall be the final date for employees to submit their request(s) for choice vacation period(s). The employee must submit the request in duplicate on a properly completed PS Form 3971.
- c.) The installation head/designee shall post the approved vacation schedule no later than March 15.
- d.) Upon request, the installation head/designee will provide the APWU Local President or designee with a copy of the completed vacation planning schedule.

5. The Duration of the Choice Vacation Period(s)

Choice vacation selections shall be made by seniority among all APWU represented Bargaining unit employees.

Choice vacation period shall be from the week in May that includes Memorial Day through the week in September that includes Labor Day. Additionally, the first week of Big Game season, the week that includes Thanksgiving, and the week that includes Christmas. Employees wishing to be available to work their non-schedule day prior to, during, or immediately following their vacation week, must notify management in writing.

6. The Determination of the Beginning Day of an Employee's Vacation Period

The choice vacation period shall start on Monday and go through Sunday, except for the period of December 26th through December 31st.

7.) Whether Employees at Their Option May Request Two Selections during the Choice Vacation Period, In Units of either 5 or 10 Days

Employees may request two selections during the Choice Vacation Period in units of five (5) and ten (10) days or one selection of fifteen (15) days, pursuant to Section 10.3.D of the 2010 National Agreement. A selection of fifteen (15) days will be the equivalent of (2) total selections. The total leave approved cannot exceed the ten or fifteen days above. The (2) selections will be made by seniority based on the rotation through the seniority list.

Each employee will have (48) hours to make a selection. Employees not prepared to make a selection after the (48) hours has passed will be bypassed and moved on to the next employee. The union will be notified of the bypassed employee and then continue the rotation. It will be the responsibility of the bypassed employee to inform management when they are prepared to make vacation picks.

All requests for choice vacation period annual leave must be submitted in properly completed PS Form 3971 in duplicate at the time of the selection. The duplicate copy will be returned to the employee indicating the official action taken within (1) week of each round selection.

8.) Whether Jury Duty and Attendance at National or State Conventions Shall Be Charged To the Choice Vacation Period.

Pursuant to Section 10.3.F of the 2010 National Agreement, an employee who is called for jury duty during the employee's scheduled choice vacation period or who attends a National, State or Regional Convention (Assembly) during the choice vacation period is eligible for another period provided this does

not deprive any other employee of first choice for scheduled vacation and does not interfere with the needs of the service.

9.) Determination of the Maximum Number of Employees Who Shall Receive Leave Each Week during the Choice Vacation Period

For choice vacation selections only (15) % APWU represented bargaining unit employee will be allowed off each week during the choice vacation selection period. Should the fractional product result in (.50) or less, the lesser whole number will be used.

10.) The issuance of official notices to each employee of the vacation schedule approved for such employee.

Reference item #7 above.

11.) Determination of notifying employees of the beginning of the new leave year

Employees will be notified of the beginning of the new leave year by posting or service talk when announce in the Postal Bulletin.

12.) The Procedures for Submission of Applications for Annual Leave during Other than the Choice Vacation Period

The remainder of the employee's accrued annual leave may be granted at other times during the year, as requested by the employee, if approved by the installation head/designee.

Requests of (40) hours or more, may be submitted and may be approved at managements discretion, any time in advance and will be approved or disapproved within (72) hours.

No request for leave less than (40) hours, (32) hours in a holiday week for a FTR employee, will be acted upon more than (30) days in advance. If applications are received on the same date, seniority will prevail if leave is granted. When annual leave is requested a properly completed PS Form 3971 must be submitted in duplicate and personally handed to the supervisor. Failure of the Supervisor to notify the employee within (72) workhours of the submission of the PS Form3971 advising the employee of the approval/disapproval, will result in automatic approval.

When an employee reports off on Emergency Annual Leave, they must speak with the supervisor on duty personally, and explain the type of the emergency and the duration of leave anticipated.

13.) The method of selecting an employee to work on a holiday.

Holiday scheduling will be will be administered in accordance with Article 11 of the National Agreement.

The order will be as follows:

- 1.) Non-career employees, PSEs, casuals, even if overtime is necessary
- 2.) PTF employees, even if Overtime is necessary
- 3.) Volunteers on their designated holiday by seniority
- 4.) Volunteers on their non-scheduled day by seniority
- 5.) Non-volunteers on their designated holiday by juniority
- 6.) Non-volunteer on their non-scheduled day by juniority

This selection of employees applies to those having the needed skills.

14.) Whether “Overtime desired” lists in Article 8 shall be by section and/or tour

For the purpose of overtime selection will be by section. A section is considered “installation wide”.

15.) The number of light duty assignments in each craft or occupational group to be reserved for temporary or permanent light duty assignments.

None designated.

Light duty will be administered in accordance with Article 13 of the 2010 National Agreement

16.) The method used in reserving light duty assignments so that no regularly assigned member of the regular workforce will be adversely affected.

In assigning light duty, no full time 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

Every effort will be made to assign clerical personnel to light duty functions within their own craft, provided such work is available safely within the physical limitations of the individual concerned. Management does not guarantee (8) hours of work in any light duty assignment.

18.) The identification of assignments comprising a section, when it is proposed to reassign within an installation employees excess to the needs of a section.

A section under this article is to be the entire installation

19.) The assignment of Employee Parking Spaces

All parking after the needs of the unit for government vehicles is on a first come, first served basis for all USPS employees.

20.) The determination as to whether Annual Leave To Attend Union Activities Requested Prior To Determination Of Choice Vacation Schedule Is Part Of The Total Choice Vacation Plan

Pursuant to Section 10.3.F of the 2010 National Agreement, an employee who is called for jury duty during the employee’s scheduled choice vacation period or who attends a National, State or Regional Convention (Assembly) during the choice vacation period is eligible for another period provided this does not deprive any other employee of first choice for scheduled vacation and does not interfere with the needs of the service.

Annual leave approved to attend other union activities prior to the granting of Choice Vacation Period will be charged to the Choice Vacation Period.

21.) Those other items which are subject to local negotiations as provided in the craft provisions of the Agreement

None except as designated in the items of this Agreement.

22.) Local Implementation of this Agreement relating to Seniority, Reassignments and Posting

When it is necessary to change, abolish and/ or revert a duty assignment, the installation head/designee shall notify the APWU Branch President/designee, in writing of this determination.


Additionally, if the duties of an individual full-time regular clerical position job description are changed greater than (75)%, or the Non-scheduled days are changed, or the start time is changed greater than (1) hour, the job will be reposted for bid and the installation head/designee shall notify the APWU Branch President/designee in writing.

The Local Implementation of this Agreement relating to Seniority, Reassignments and Posting shall be administered in accordance with Article 37 of the 2010 National Agreement.

This LMOU expires on May 20, 2015.


THIS MEMEORANDUM OF UNDERSTANDING IS ENTERTED INTO BETWEEN THE REPRESENTATIVE OF THE UNITED STATES POSTAL SERVICE AND THE DESIGNATED AGENTS OF THE APWU PURSUANT TO THE LOCAL IMPLEMENTATION PROVISIONS OF THE 2010-2015 NATIONAL AGREEMENT.

**For the
UNITED STATES POSTAL SERVICE:**

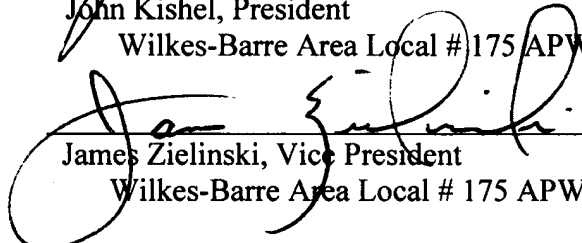


Lorraine Ostrowe, Officer-In-Charge
Jim Thorpe Post Office

**For the
AMERICAN POSTAL WORKERS UNION:**



John Kishel, President
Wilkes-Barre Area Local #175 APWU



James Zielinski, Vice President
Wilkes-Barre Area Local # 175 APWU