

THIS MEMORANDUM OF UNDERSTANDING CONSTITUTES AGREEMENT BETWEEN THE WILKES-BARRE AREA LOCAL 175 APWU AND MANAGEMENT OF THE UNITED STATES POSTAL SERVICE AT THE LEIGHTON POST OFFICE, LEIGHTON, PENNSYLVANIA 18235.

1. ADDITIONAL OR LONGER WASH-UP PERIODS.

Two (2) minutes wash-up time will be allowed for employees working with dirty or toxic material. Decision is to be made by immediate supervisor as to which employees meet the required criteria and then they are working with dirty or toxic material.

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

The regular work week will be five days with fixed non-scheduled days. Management will consult with the craft representatives before a position with consecutive days off is changed to split days off. The present arrangement of non-scheduled days is in compliance with the intent of this section.

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.

If emergency weather conditions exist whereby continued postal operations would imperil the safety of employees, the decision as to whether to terminate or curtail any or all operations will be discussed with the steward or his designee and the installation head or his designee. In arriving at a decision as to terminate or curtail operations, the following conditions must be considered (Other relevant conditions may apply):

- a. Reports from weather bureau, local authorities, local and state police about the prevailing conditions.
- b. The closing of industries and federal and state agencies.
- c. Public transportation has been sharply curtailed.
- d. Normal entrances to the post office building are not accessible due to weather conditions.

Failure of the employee to report for duty or to report late for duty under such Conditions will be treated on an individual basis.

4. FOMULATION OF LOCAL LEAVE PROGRAM.

Formulation of local leave program will be as follows.

5. THE DURATION OF THE CHOICE VACATION PERIOD.

Choice vacation periods shall be the months of May, June, July, August, and September of each year, Thanksgiving week, the remainder of the week from Christmas Day to Saturday of the same week, and New Year's week.

6. THE DETERMINATION OF THE BEGINNING DAY OF AN EMPLOYEE'S VACATION PERIOD.

The beginning of the employee's vacation period will be Sunday through Saturday.

7. WHETHER EMPLOYEES AT THEIR OPTION MAY REQUEST TO 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 Vacation Period in units of five (5) or ten (10) working days, the total not to exceed the ten (10) or fifteen (15) days to which he or she is entitled. Choices will be made by seniority. The circulation of the Leave Calendar will be made only once. It is further agreed that when an employee is given the leave calendar they will have three (3) days to make their vacation picks. In the event an employee does not make their vacation choice(s) in the three (3) days, management will insure that the vacation calendar is moved along to the next senior employee. When an employee is not ready to make vacation picks and is bypassed after three (3) days it will be the responsibility of the employee to notify postal management when they are ready to make their vacation selections.

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

An employee who is called for jury duty, or attends a National, State or Regional Convention during his scheduled choice vacation period is eligible for another pick within the choice vacation period provided this does not deprive any other employee of this first choice for scheduled vacation

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

One employee will be granted leave on any week of the choice vacation periods above. More than one employee could be granted a vacation week during the choice vacation period provided this does not deprive any other employee of this first choice for scheduled vacation.

Application for choice vacation time will be accepted until March 31 of each year. Vacation will be granted according to craft seniority. After this date, vacation time will be granted with the approval of the Postmaster according to the earliest date submitted. In case of two (2) applications being submitted on the same day, craft seniority will prevail.

Vacations or request by clerk craft will not be affected by carrier craft vacations or requests.

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

Employees will be notified of his/her approved vacation schedule by return of PS form 3971.

Choice vacation time may be exchanged by mutual agreement between the concerned employees, management and the union.

11. DETERMINATION OF THE DATE AND MEANS OF NOTIFYING EMPLOYEES OF THE BEGINNING OF THE NEW LEAVE YEAR.

The employer shall, no later than November 1st, publicize on the bulletin boards the beginning of the new leave year, which shall begin with the first day of the first full pay period of the calendar year.

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

An employee desiring annual leave during other than the choice vacation period must submit a form 3971. When annual leave is requested on Form 3971, it will be submitted in duplicate. If a request for annual leave is approved or disapproved, the employee shall be notified in writing. If leave is disapproved management will note the reason for the denial.

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 their holiday:

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

Employees scheduled to work under 3, 5 and 6 above will be on a juniority basis and will be posted as of the Tuesday preceding the service week in which the holiday falls in accordance with Article 11 Section 6. A.

14. WHETHER THE OVERTIME DESIRED LISTS PER ARTICLE 8 SHALL BE BY SECTION AND/OR TOUR.

The overtime desired list will be implemented by considering the entire clerk craft within the facility.

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

No specific number of positions. Management recognizes its' responsibility to comply with Article 13 the National Agreement (Contract) between the parties.

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 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.

Availability of light duty assignments shall be determined by management on an as needed and case by case basis taking into consideration the capabilities of the employee involved and the provisions of Article 13 of the National Bargaining Agreement.

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

The entire clerk craft shall be considered one section.

19. THE ASSIGNMENT OF EMPLOYEE PARKING SPACES.

Management will provide off street parking for clerk vehicles sharing space available after the needs of the Postal Service have been met on an equal basis with other crafts.

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 not to be part of the total choice vacation plan. Requests to be considered must be in by January 1s.

21. THOSE OTHER ITEMS WHICH ARE SUBJECT TO LOCAL NEGOTIATION AS PROVIDED IN THE CRAFT PROVISION OF THIS AGREEMENT.

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

It is mutually agreed that local implementation of this agreement relating to seniority, reassignments and posting will be on a strict, qualified seniority basis.

The Local Union President will be consulted whenever a name is to be inserted on the seniority roster higher than the foot of the PTF roster.

POSTING: If a clerk's starting time is changed more than one (1) hour from the original starting time, the job will be re-posted.

P.S. Form 1717 (bid card) is to be used to bid on Senior Qualified Positions as spelled out in the National Agreement.

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

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
John Kishel, President APWU Local 175

Christine McAvoy
Christine McAvoy, Postmaster

Mike Petrock
Mike Petrock, Steward

Date signed 10/17/11