


MEMORANDUM OF UNDERSTANDING

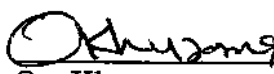
WILKES - BARRE

2007 – 2011

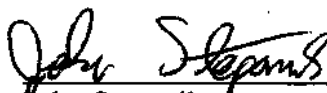
This Memorandum of Understanding is entered into on September 8, 2007, at the Wilkes-Barre Integrated Business Solutions Service Center (IBSSC), between the representatives of the United States Postal Service, and the designated agent of the American Postal Workers Union, Local 7067, pursuant to the Local Implementation Provision of the 2007 Agreement.



Paul Durako
IBSSC



Om Khurana
IBSSC



John Stepanik
Steward, Local 7067



Sue Mercado
LR

- A. The duration of the choice vacation period, which shall not be less than 30 weeks, with the commencement date to be determined locally.**

The choice vacation period will be 12 months in duration beginning with the first full service week in April of each year.

- B. Determination on a percentage basis as to the number of employees who shall receive leave each week during the choice vacation period.**

Wilkes-Barre IBSSC – 25%

There will be no rounding in the results of applied percentages.

- C. Formulation of local leave program.**

1. Applications for annual leave during the choice vacation period defined in Item A. will be granted according to seniority within the Wilkes-Barre IBSSC. The selection period for choice vacation will be determined the the first full pay period of the calendar year upon mutual consent.
2. No employee will be required to forfeit his or her approved choice vacation period for any reason including reassignment and promotions except in serious emergency situations.
3. Exceptions to the above may be granted upon mutual agreement between the employee, management and the local.

D. The determination of the beginning day of an employee's vacation period.

1. For the purposes of choice vacation leave scheduling, an employee's vacation period will begin with his/her first regularly scheduled workweek including his/her regularly scheduled days off, without regard to the service week.
2. Leave periods are considered to be of five (5) consecutive days, including holidays as they may occur, and where any five day leave period crosses from one service week to another, those service weeks will be considered as fulfilling the maximum allowable number of employees to be off during those weeks.

E. Whether employees at their option may request two selections during the choice vacation period, in units of either five (5) or ten (10) days.

For the duration of this Contract, employees at their option may request two selections during the choice vacation selection period, in units of either five (5) or ten (10) days, the total not to exceed the ten (10) or fifteen (15) day maximum as stipulated in Article 10, section 3.D (1) and (2) of the agreement.

F. Whether jury duty and attendance at the National or State Union Conventions shall be charged to the choice vacation period.

Jury duty will not be charged to the choice vacation period. If jury duty comes during an employee's choice vacation schedule, the employee will be entitled to select another period from the available periods of the choice vacation periods under terms of the choice vacation procedures of this memoranda.

Attendance at National or State Union Conventions will not be charged to the choice vacation period when the convention schedule is known before the posting of the vacation period.

G. The issuance of official notices to each employee of the vacation schedule approved for the employee.

The completed choice vacation period leave schedule will be posted on the Electronic Bulletin Board no later than three (3) weeks before the beginning of the choice vacation period.

Each employee must then submit a completed PS Form 3971 to cover the period of leave shown on the posted schedule.

The management designee will approve the PS Form 3971 and if requested, return a copy to the employee.

H. Determination of the date and means of notifying employees of the beginning of the new leave year.

No later than November 1 of each year, the management designee will publicize on bulletin boards and by other appropriate means the beginning date of the new leave year.

I. The procedures for submission of applications for annual leave during other than the choice vacation period.

1. Requests for leave for the same day the employee is working will be approved or disapproved within one (1) hour after submission.
2. Requests for leave periods of two (2) days or less will be approved or disapproved by the end of the tour on the day submitted.
3. Requests for leave for periods greater than two (2) days will be approved or disapproved within three (3) days after submission.
4. Requests for annual leave during other than the choice vacation period will be processed on a first come first served basis. However, no request may be submitted more than 30 days prior to the requested date(s).

Exceptions may be granted in individual cases, which require long-range planning upon the concurrence of management, the Union, and the employee. No request for annual leave will be unreasonably denied.

J. The method of selecting employees to work on a holiday.

The following procedures will be used for the purpose of soliciting volunteers for the Holidays and designated Holidays. During Holidays and designated Holidays, the overtime desired list will not be used for scheduling purposes.

Volunteers will be solicited via a "holiday sign-up list" which will be posted as of the Tuesday preceding the service week in which the holiday falls.

The holiday sign-up list will comprise a three-day holiday period, consisting of the holiday, and the two days preceding the holiday.

Employees may volunteer to work their holiday and/or their non-scheduled day or days during the holiday period. Management is not required to utilize volunteers at the penalty overtime rate if volunteers not yet entitled to penalty overtime are available.

Management will select employees to work the holiday period by the following criteria:

- 1) All casuals and part-time flexible employees to the maximum extent possible, even if the payment of overtime is required.
- 2) Qualified employees who volunteer to work the holiday or designated holiday by seniority.
- 3) Qualified employees who volunteer to work their non-scheduled days by seniority.
- 4) Qualified employees who have not volunteered to work their designated holiday by juniority on a rotating basis.

No employee will be required to work the holiday or day designated as their holiday in any position designation other than their own except when there are no other employees available with the position description.

- K. Whether "Overtime Desired" lists in Article 8 shall be by functional assignment area and/or tour.**

The Wilkes-Barre Integrated Business Solutions Service Center, Tour 2, identifies the functional assignment area and tour, which will have an overtime-desired list.

The method to be used in selecting employees for overtime assignments will be the same as in Article 8, Section 5 (in entirety) of the Agreement.

The Union will be given a copy of the "Overtime Desired" list each quarter.

- L. The identification of assignments comprising a functional assignment area when it is proposed to reassign within a Center employees excess to the needs of a functional assignment area.**

Wilkes-Barre Integrated Business Solutions Service Center.

M. The assignment of employee parking spaces.

The parties' signatory to this Memorandum of Understanding agree to abide by the provisions stipulated in Article 20 of the Agreement.

N. 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 shall not be part of the total choice vacation plan. Union activities include National, State, Regional, Tri-City conventions, and National and Local Negotiations.

O. Local implementation of this Agreement relating to seniority, reassignments and postings.

Article 37 Seniority

Employees eligible for bidding/reassignment shall have their seniority computed from their entry date into the Wilkes-Barre IBSSC.

Procedures in Article 38 of the **2007 IT/AS Agreement** will be followed.

Seniority for overtime or holiday assignments is computed from the time an employee enters the Wilkes-Barre IBSSC.

- P. 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.**

Management shall be responsible for curtailment of operations due to local conditions. In such instances, procedures outlined in Section 519 of the Employee and Labor Relations Manual (ELM) will be followed.

- Q. The method to be used in requesting or reserving light duty or restricted duty assignments as appropriate so that no regularly assigned member of the regular work force will be adversely affected.**

The parties' signatory to this Memorandum of Understanding agree to abide by the provisions stipulated in Article 13 of the Agreement.

- R. Identification of functional assignment area(s).**

The functional assignment area is:

Wilkes-Barre Integrated Business Solutions Service Center.

S. Guidelines for implementation of a Flextime program.

It will be the joint responsibility of the Manager, WBIBSSC and the President, Local 7067, APWU, or their designee(s), to assure that there will be no abuse of this program, and both parties shall do everything within their authority to ensure the success of the program.

The parties shall establish a Flextime Program Committee. This committee will consist of two (2) representatives each from labor and management to be designated by the President, Local 7067, APWU and the WBIBSSC Manager, respectively. It shall be the responsibility of this committee to periodically review the effectiveness of the Flextime Program.

Management will be responsible for determining if the work requirements of the office (i.e., work unit, pay location) would require a limitation on flexibility for the work unit or pay location, or for a specific number of employees.

If limitations are required based on work requirements, operational needs and WBIBSSC seniority shall be the determining factor for flextime requests when there are more employees requesting flextime than can be approved.

Management will be responsible for evaluating and approving each employee's request and is responsible for monitoring the program to ensure employees are adhering to the policies and procedures of the program.

Only bargaining career status employees are eligible to participate in the Flextime program. All bargaining unit employees who participate in the program will do so on a volunteer basis. Eligible employees who choose not to participate in the Flextime Program will continue on their present work schedule.

Employees who opt out of the flextime program or are required to return to their fixed permanent assignment are not eligible to participate for a period of six (6) months following a review and decision by the committee.

All employees who volunteer will sign an agreement acknowledging that (1) they are volunteers, (2) that they will comply with the policies and procedures established, and (3) they will not grieve or file any type of appeal(s) based on the principles and rules as set forth in this Memorandum Of Understanding.

S. (continued)

Employees who volunteer to participate in the program will observe the flextime duty schedule and may request in writing to their immediate supervisor to withdraw from the program. The request must be received no later than the second Tuesday of a pay period and will be effective the beginning of the pay period following receipt of the employee's request.

Employees withdrawing from the program will be returned to their permanent duty assignment hours.

All employees participating in the Flextime program are subject to the provisions of the Fair Labor Standards Act (FLSA) and will be required to record their starting and ending times and their lunch out and in times in accordance with Handbook F-21, Time and Attendance.

Employees that demonstrate an inability to handle the increased responsibility of flextime may be required by management to return to their fixed permanent duty assignment.

All employees would be permitted a thirty (30) minute leeway or window before their scheduled tour time but no earlier than 6:30 am and a one hour leeway or window after their scheduled tour time. The employee may also incorporate their flextime by extending their lunchtime. All lunches must be taken between the hours of 11:00 am and 1:00 pm. The five-minute rounding rule will be utilized for purposes of pay computation.

The actual time an employee reports for duty within the flexible schedule becomes the employee's starting time for that day. All employees must be scheduled for their normal scheduled eight (8) hours of work each day, plus a lunch period. If the employee chooses to extend his/her lunch to one (1) hour, the additional thirty minutes must be "made up" by extension of the work day, either by starting earlier or at the end of the day, within the permissible flextime window.

For example, an employee who selects a tour of 7:30 am – 4:00 pm may, under this program, report to work any time between 7:00 am and 8:30 am. If the employee arrives at work and clocks in at 7:06 am, this would be their starting time and, with a one (1) hour lunch period, the employee's ending tour time would be 4:06 pm.

S. (continued)

Employees are required to record their actual starting, lunch out, lunch in and ending times, for each day and in accordance with Handbook F-21, Time and Attendance.

Employees clocking in more than one hour beyond their scheduled begin time would be considered tardy and handled in accordance with normal timekeeping procedures, i.e., they will be charged normal leave for all time outside of their window. For example, an employee who has a schedule of 7:00 am – 4:30 pm has a window of 6:30 am – 8:00 am. If this employee reports to work at 8:30 am, they will be charged normal leave from 8:00 am.

Out of Schedule Pay

Employees participating in the flextime program will only be eligible for out-of-schedule premium pay under the following conditions:

1. When working outside of the additional “flexible” work hours agreed to within their scheduled work hours (unless in an overtime status).

(continued on next page)

2. If an employee requests leave or fails to report to work, the employee’s starting time will be the assigned scheduled starting time of the employee without a flexing option; i.e., if an employee is assigned an 8:00 am starting time and has an option to “flex” from 7:30 am to 9:00 am, the employee will assume an 8:00 am start time if they fail to report as scheduled. Employees requesting schedule change consideration will be allowed to use the PS Form 3189 format for review and authorization of those requests. There will be no flextime for approved schedule changes when requested by an employee for personal convenience.

Special Situations

Management reserves the right to reschedule an employee’s start time on a certain day(s) to accommodate training, travel, meetings, or special circumstances and there will be no repercussions by said “flextime” employee.

VOLUNTARY AGREEMENT

FLEXTIME PROGRAM

I, _____ voluntarily request to participate in the Flextime Program in accordance with the policies and procedures under the Flextime Program and will not grieve or file any type of appeal(s) based on the principles and rules as set forth by the Local Memorandum Of Understanding.

I am requesting that my regular scheduled time be:

_____ 0700-1550

_____ 0750-1600

_____ 0800-1650

_____ 0850-1700

(Employee's Signature - Date)

(Supervisor's Signature - Date)