

TABLE OF CONTENTS

SUBJECT	PAGE
Table of Contents.....	1
Preamble.....	2
Article 8 Hours of Work.....	3
Article 10 Leave.....	5
Article 11 Holidays.....	11
Article 12 Principles of Seniority, Posting and Reassignments.....	12
Article 13 Assignment of ill or injured Regular Work Force Employees.....	13
Article 17 Representation.....	15
Article 20 Parking.....	.15
Article 24 Employees on Leave with regard to Union Business.....	16
Article 30 Local Implementation.....	16
Article 37 Clerk Craft.....	16
Signatories.....	19

Note: Items numbers in parenthesis correspond to item numbers in section 30 of the National Agreement.

PREAMBLE

THIS MEMORANDUM OF UNDERSTANDING ENTERED INTO ON **NOVEMBER 30, 2005** AT NEW CASTLE, PENNSYLVANIA, BETWEEN REPRESENTATIVES OF THE UNITED STATES POSTAL SERVICE AND THE DESIGNATED AGENTS OF THE NEW CASTLE, PENNSYLVANIA LOCAL APWU, AFL-CIO, REPRESENTING THE CLERK CRAFT, MAINTENANCE CRAFT AND THE MOTOR VEHICLE CRAFT, PURSUANT TO THE LOCAL IMPLEMENTATION PROVISION OF THE 2000 NATIONAL AGREEMENT. THIS MEMORANDUM OF UNDERSTANDING CONSISTS OF GENERAL AND CRAFT ITEMS. THIS MEMORANDUM OF UNDERSTANDING, AND THE PRESENT EFFECTIVE ITEMS THAT ARE CARRIED FORWARD CONSTITUTE THE ENTIRE AGREEMENT.

***NOTE: Local Union and Management agreed to an extension to **write** new language

*****NOTE Changes will be in bold print and underlined**

ARTICLE 8 HOURS OF WORK

Section 1. Work Week

Normally, Part-time flexible scheduled employees will not be required to work more than six consecutive days within a service week without a day off, except during the month of December, at their own request, or in an emergency as defined in the National Agreement.

Section 2. Wash-up

Employees must be granted a reasonable amount of wash-up time before lunch and prior to the end of their tour. Additional wash-up time shall be granted to employees doing extremely dirty work or working with toxic materials upon completion of such assignments. These requests shall not be unreasonably denied.

Section 3. Overtime Desired List

- A. Overtime will be used within the limits of Article 8 of the National Agreement. Overtime Desired Lists shall be by tour and section.

Tour 1 -- 0000 to 0850
**Tour 2 -- 0800 to 1650
Tour 3 -- 1550 to 2400

- B. Any employee whose majority of work hours falls into one of the three designated tours will be assigned to that tour.

** EXCEPTION: All Annex positions under APWU jurisdiction will be designated as Tour 2 positions, regardless of the start time (to include Business Reply position).

- C. Overtime Desired Lists will be by tour and section as defined in Article 12, plus the following:
1. Overtime Desired List sign-up sheets will be posted no later than the 15th of the month prior to the start of the new quarter. Sign up will be closed 72 hours prior to the start of the new quarter.
 2. **The Overtime Desired List sign-up sheets will consist of three (3) separate sheets. Employees in each tour and section who desire to work overtime will have the option of signing one or more of the following lists:**
 - a. A Before Tour ODL
 - b. An After Tour ODL
 - c. A Lay-Off day ODL

NOTE: Employees calling off sick will not be considered available for overtime, until clocking in to work their next scheduled day.

Employees on the ODL at the end of a quarter will automatically be carried over to the ODL for the next quarter. See article 8.3C5 of the LMOU if you do not wish to be on the ODL.

3. Each Tour will have a list for regular and penalty overtime.
4. Part-time flexibles converted to regular will be allowed to sign up for overtime. Employees bidding on another tour or section will be afforded the opportunity to sign the overtime desired list on their “new” tour or section by the end of their first work day in their new bid assignment. Employees on leave during the entire last week of the sign-up period will be afforded an opportunity to sign the overtime desired list, upon the day of their return.
5. Employees will be permitted to remove their name from the overtime-desired list by submitting their request in writing to their supervisor twenty-four (24) hours prior to the start of their next scheduled tour. However, if an employee has already been scheduled for overtime, he/she will have to work the scheduled overtime.
6. All employees forced to work overtime after their tour will be given a one (1) hour notice – except in emergency situations. (As defined in Article 3 of the National Agreement). Employees will also be given access to an office phone to call home.
7. Each Tour will have a supplemental O.D.L. for the manual section only.
8. When overtime is scheduled by telephone, a union representative will be present to verify notification and initial off O.D.L. Another APWU member may be submitted if a union steward or officer is not working. The employee will be considered unavailable and passed over five (5) minutes after a message is left on an answering machine (if call is not returned), the line is busy, or there is no answer.

NOTE: If the employee’s line is busy, a second attempt will be made (after 5 minutes).

9. The employer has no obligation to schedule, nor can they force, an O.D.L. employee for overtime on their lay-off day(s) if the employee has a minimum of a full days leave in conjunction with (before or after) their lay-off days(s).

NOTE 1: Not applicable during three (3) day holiday period.

NOTE 2: If the employee notifies “both” their supervisor and the union in advance that they will be available, they will be scheduled within the normal rotation.

10. Overtime distribution for lay-off days will be done on an individual basis. (One list for each individual day rotated in accordance with Article 8.5 of the CBA.)

11. Normally, in the event of casuals working in excess of eight (8) hours in a service day, career employees will be afforded an opportunity before the use of casual overtime.

On a quarterly basis, the Plant Manager, Postmaster, and President of the APWU (or designees) will meet to discuss possible alternate methods of overtime distribution to the career employees.

ARTICLE 10 LEAVE

Section 1: Annual Leave Percentages

- A. Management may exceed any or all percentages at their discretion.
- B. The following is the ***maximum guaranteed*** percentage of employees; per tour and section that will be entitled to be off on annual during prime time and non-prime time vacation.

- 1. Prime time vacation week(s) 15.7%
- 2. *Non-Prime time vacation week(s): 15.0% (except Dec.)***
- 3. *Incidental days and hours: 15.0% (except Dec.)***

NOTE: When the percentage is calculated, any fraction .50 or greater will be rounded up to the next highest integer and less than .50 will be dropped. At no time shall these percentages reduce the number of employees entitled to be off in a section below one.

EXCEPTION: These guaranteed percentages for incidental day requests may be voided if the leave is applied for less than twenty-four (24) hours before its intended use and overtime has been scheduled on that tour and in that section.

- C. Additional incidental will be granted at 15.7% for the pay service weeks that include:
 - 1. Memorial Day
 - 2. Independence Day
 - 3. Labor Day
 - 4. *First week of antlered deer season (week after Thanksgiving)***
- D. Additional short hour requests will be granted up to the 15.7% on days the total number of employees that are off; total less than 15.7% in a section. (Included in this percentage is annual, sick leave and LWOP).

EXCEPTION: These additional hours will not be guaranteed if overtime is used in that section and on the tour, or during the month of December.

- E. Annual Leave percentages are to be based on the number of bid jobs in a section on any given day. However, if the number of employees in a given section, regulars and PTF's, exceeds the number of jobs, the percentage will be based on the total number of these employees in the section. Casuals will **no longer be counted for purposes of determining leave percentages.**

Section 2. Formulation of Choice Vacation Program

- A. The Installation Head has agreed that between February 8 and February 28 each year, every employee will be canvassed, in sequence of seniority within their tour and section, for the purpose of permitting him/her to make choice vacation selections as outlined in section F. The canvassing will be administered as a joint effort by the APWU President or his/her designee by tour and the Installation Head or his/her designee by tour. The results of the choice vacation selection will be posted.
1. The parties agree to jointly post a notice, on or about February 1 of each year, reminding employees of the canvassing process that will take place later in the month.
- B. Employees will be contacted by the canvassers, either in person or via telephone. If an employee is on leave, detail, off-site training, etc. during the canvassing period, it is his/her responsibility to make acceptable arrangements with the canvassing committee for making selections when his/her name is reached.
1. Employees that either cannot be contacted in a reasonable amount of time or do not state any preferences when they are contacted, will not be entitled to make a choice vacation selection during the sign-up period until all other employees in the section have been afforded an opportunity to state a preference.
 2. All choice vacation slots that remain unfilled after the completion of the canvassing procedure will remain as prime-time weeks and be filled on a first submitted basis.
- C. Any employee wishing to give up a week(s) of choice vacation must notify in writing, both the union and management, **at the start of the service week and** a minimum of twenty-eight (28) days **prior to the start of the service week that leave was to be used.** The vacated leave slot(s) will then be posted within one (1) business day, for bid employees on that tour and section. The length of the posting will be three (3) days.
1. One (1) Union official and one (1) Management representative will open the bids and identify the successful bidder. The results will be added to the posted choice vacation schedule.

NOTE: In emergency situations, exceptions to this provision may be granted, if mutually agreed to by the union and management.

D. (Item #5) For the purpose of implementing leave, the choice vacation period shall be designated as beginning with the first day of the first basic work week that includes May 1 and ending with the last day of the basic workweek that includes September 30. **The choice vacation period will also include the first week of antlered deer season. (week after Thanksgiving)**

E. (Item #6) The beginning day of an employee's prime time vacation must be the first day after two consecutive non-scheduled workdays. For all employees with split non-scheduled days, and all PTF's, the annual leave will begin on Monday and include the following Saturday and Sunday. EXCEPTION: The following Saturday and Sunday is not guaranteed for PTF's when these days are part of a three (3) day holiday weekend. Employees with consecutive non-scheduled days shall sign for the weeks as determined by the following:

<i>Non-Scheduled Days:</i>	<i>Sign For:</i>
Sat. – Sun.	Week of following Monday
Sun. – Mon.	Week of non-scheduled Monday
Mon. – Tues.	Week of non-scheduled Monday
Tues. – Wed.	Week of preceding Monday
Wed. – Thurs.	Week of following Monday
Thurs. – Fri.	Week of following Monday
Fri. – Sat.	Week of following Monday

NOTE: Exceptions may be granted by agreement among the employee, a union representative and the employer.

F. (Item #7) Employees may make two (2) choices in units of five (5) or ten (10) working days during the choice vacation period, the total number of days not to exceed the number set in Article 10, LEAVE, Section 3, Choice of Vacation Period, Paragraph D of the National Agreement.

G. For the initial choice vacation selection on February 8, the employee's tour will be determined by the tour the employee is working on February 8.

1. Approved vacation choices will follow employees from tour to tour.
2. Annual leave slots vacated need not be reoffered. (Slots vacated will be considered filled.)

H. (Item #8) Choice vacation shall not be charged against employees as follows:

1. Military training.
2. Attendance at the National Convention of the APWU.
3. Attendance at the State Convention of the APWU.
 - a. Provided this does not deprive any other employee of first choice for scheduled vacation.
 - b. Management reserves the right to limit the number of union members per tour that will be granted leave for state functions over and above the choice vacation picks to avoid any impacting the ability to staff properly and to avoid delays in the mail processing.

4. APWU Summer School (one week) within the 15.70% allowed by the choice vacation.
5. Jury Duty.

Section 3. Sections for Leave Purposes (Item #4)

A. Tour I 0000 – 0850

1. Distribution Clerk (manual)
2. Flat Sorter Machine Operators
3. Mail Processors

B. Tour 2 0800 – 1650

1. Distribution Clerk (manual), Supply Clerk.
2. Carrier Annex Clerks (to include Business Reply Clerk and Central Mark-up Clerk).
3. Flat Sorter Machine Operators.
4. Window Clerks and Relief Window Clerks.
5. Timekeeper, Personnel Clerk, BMEU Clerk and Back-up BMEU Clerk.
6. Mail Processors.

C. Tour 3 1550 – 2400

1. Distribution Clerk (Manual)
2. Flat Sorter Machine Operators.
3. Mail Processors

D. Tour 2 0700 – 1550

1. Vehicle Maintenance Facility

E. Tour 1 0000 - 0850

1. Custodian
2. Electronic Technicians

Tour 2 0700 – 1550

1. Custodians and group leader
2. Electronic technicians
3. BEMs and General mechanic
4. Maintenance Control Clerk and technician
- 5. Area Maintenance Technician**

Tour 3 1550 – 2400

1. Custodian
2. Electronic technicians

Section 4: Leave Year Notice

No later than November 1, management will “post” a notice alerting all employees of the beginning date of the new leave year, which shall begin with the first day of the first full pay period of the calendar year. The notice will include a reminder of the choice vacation sign-up requirement.

Section 5: Non-Prime Time Vacation Weeks (Item #12)

- A. In order for seniority to be honored, annual leave requests for an entire week must be submitted a minimum of sixty (60) days prior to the start of the basic service week (Ref. 10.2.E) of its intended use.
 - 1. If more than one employee in a tour and section request the same week, the senior employee will be granted the leave first, as long as the sixty (60) day prior submission has taken place.
 - 2. All Annual Leave determinations will be based on 3971's on hand at the end of the tour sixty (60) days prior to the start of the basic service week of its intended use.
 - 3. After expiration of the sixty (60) day prior period, all annual leave requests for a particular week will be granted on a first submitted, first approved basis.

Section 6: Incidental Leave (Item #12)

- A. In order for seniority to be honored, incidental day annual leave requests must be submitted a minimum of twenty (20) days prior to its intended use.
 - 1. If more than one employee in a tour and section request the same day, the senior employee will be granted the leave first, as long as the twenty (20) day prior submission has taken place.
 - 2. All Annual Leave determinations will be based on 3971's on hand at the end of the tour, twenty (20) days prior to its intended use.
NOTE: In order for seniority to be honored in dealing with requests submitted twenty (20) or more days in advance, a separate 3971 must be submitted for each day requested.
 - 3. After expiration of the twenty (20) day prior period, all annual leave requests for a particular day will be granted on a first submitted, first approved basis.
 - 4. Incidental day(s) annual leave must be relinquished a minimum of 48 hours prior to the start of its intended use if another employee within their section and tour has been denied leave for the same date(s).
- B. In order for seniority to be honored, incidental hour annual leave requests must be submitted a minimum of two (2) days in advance of its intended use.
 - 1. If more than one employee in a tour and section request short hours for the same day, the senior employee will be granted the leave first, as long as the two (2) day prior submission has taken place.

2. All annual leave determinations will be based on 3971's on hand at the end of the tour, two (2) days prior to its intended use.
3. After expiration of the two (2) day prior period, all annual leave requests for incidental hours will be granted on a first submitted, first approved basis.

Section 7: Leave Policies (Item #10)

- A. Annual leave slips will be returned within seventy-two (72) hours after the close of the applicable 60 or 20-day period. If the slip is not returned at the end of the 72 hours, the leave will be considered automatically approved. EXCEPTION: If the employee is unavailable, a union official may verify that the 3971 was acted upon.
- A. Sixty (60) days prior to November 30th of each year, each employee is required to submit PS Form 3971 in duplicate requesting leave to balance out accumulated annual leave to allow a 440 hour balance for the following calendar year. At least fifteen (15) days prior to the sixty day requirement, local management will notify those employees) with excess annual leave. Any employee who fails to submit PS Form 3971 in the time specified may have their annual leave in excess of 440 hours scheduled by management.
- B. Blood donor leave will be granted in accordance with Section 519.25 of the ELM.
- D. Annual leave will take precedence over LWOP. (Except LWOP used for Union business and FMLA)
- E. Initially, PTF's will be counted as being in the section they were hired for. (further information in Article 37 of LMOU)
- F. Normally annual leave requests will be handed directly to the employee's immediate supervisor. ***ANNUAL LEAVE REQUESTS MUST BE IN WRITING AND SUBMITTED VIA PS FORM 3971.***
- G. ***Telephone and/or FAX requests for Annual Leave will be approved based on the percentages as outlined in Article 10. Section 1.B and Article 10 Section 1.D. Upon return to duty the employee will be required to complete and submit PS Form 3971 for the absence.***

Section 8. Bereavement Leave

Employee requests for leave to attend the funeral services of an immediate family member will be approved as follows:

An employee may request up to three (3) consecutive calendar days of annual leave for the purpose of attending the funeral services of an immediate family member. Leave Without Pay (LWOP) may be requested and approved as outlined below:

Upon return to duty and the submission of proper documentation, previously scheduled annual leave may be converted to Leave Without Pay at the employee's request.

Immediate family members shall include son or daughter, parent and spouse as defined in ELM Section 515.2. Spouses Parent's will also be included.

Article 11 Holidays

Section 1: Holiday Scheduling (Item #13)

A. Holiday selection procedures for scheduling:

1. Full-time regulars and flexible regulars volunteering to work their holiday.

2. Full-time regulars and flexible regulars volunteering to work their lay-off day(s).

3. Casuals- even if overtime is necessary.

4. Part-time Flexibles – even if overtime is necessary.

5. Full-time regulars will be forced to work by juniority on a rotating basis for the calendar year, utilizing three (3) lists: one (1) list for lay-off days; one (1) list for the holiday itself; one (1) list for the designated holiday.

NOTE: Christmas holiday will be last holiday period of the calendar year.

NOTE: The schedule will be reviewed by Management and APWU prior to posting.

Section 2:

A. Employees having any combination of two (2) full days annual leave in conjunction with a holiday period or their lay-off days which immediately precede or follow a holiday period, will not be forced to work that holiday.

B. Additional annual leave for the three (3) day holiday period is not guaranteed after the holiday schedule is posted.

C. Employees on leave during the holiday period will not be picked up on any subsequent holiday schedule.

Section 3:

Once the holiday schedule is posted, an employee(s) having any combination of two (2) full days annual leave in conjunction with their holiday period or their lay-off days which immediately precede or follow a holiday period will not be allowed to rescind the leave.

Section 4:

PTF's will not be granted annual leave during the three (3) day holiday period.

EXCEPTION: PTF's taking one week or more annual leave will be granted the leave, provided they are otherwise entitled to it. (Reference Article 10.2.E)

Section 5. Holiday Sign-up/Posting Requirement

Management will post a holiday volunteer sign-up sheet twenty-one (21) days prior to the start of the holiday scheduling period. The holiday volunteer sign-up list will be taken down at close of business the Thursday preceding the Tuesday posting period.

**ARTICLE 12
PRINCIPLES OF SENIORITY**

Section 1: Principles of Reassignment (Item #22)

A. Sections are as follows:

Tour I 0000 – 0850

- 1. Distribution Clerk (manual)
- 2. Flat Sorter Machine Operators
- 3. Mail Processors

Tour 2 0800 – 1650

- 1. Distribution Clerk (manual), Supply Clerk.
- 2. Carrier Annex Clerks (to include Business Reply Clerk and Central Mark-up Clerk).
- 3. Flat Sorter Machine Operators.
- 4. Window Clerks and Relief Window Clerks.
- 5. Timekeeper, Personnel Clerk, BMEU Clerk and Back-up BMEU Clerk.
- 6. Mail Processors.

Tour 3 1550 – 2400

- 1. Distribution Clerk (Manual)
- 2. Flat Sorter Machine Operators.
- 3. Mail Processors

B. Vehicle Maintenance Facility

- 1. Administrative Clerk 0700 – 1600
- 2. Storekeeper 0700 – 1600
- 3. Mechanic 0700 – 1550
- 4. Mechanic Jr. 0700 – 1550
- 5. Garagemen 0700 – 1550 (Saturday only)
- 6. Garagemen 0830 – 1700 (Monday to Friday)

C. Maintenance

Tour 1 0000-0850

1. One (1) custodian
2. ET – 11

Tour II 0750 – 1600

1. ET – 11
2. BEM -7 and Mechanic –5
3. Maintenance Control Clerk and Maintenance Control Technician
4. Custodians (Level 3)
5. Custodians (Level 2)
6. Group Leader (Level 4)
7. **Area Maintenance Technician**

Tour 3 1600 – 0050

1. Custodian
2. ET – 11

Sections as defined above shall include the Main Post Office, Downtown Station, Mahoningtown Station, Neshannock Branch, Annex and any future stations or branches that may be established.

ARTICLE 13
ASSIGNMENT OF ILL OR INJURED
REGULAR WORK FORCE EMPLOYEES

Section 1: Assignment of Ill or Injured Employees

- A. The New Castle Local APWU will be consulted before an assignment is made regarding light/limited duty.
1. Light duty is defined as an injury or illness that occurs off the job.
(See Note below on light duty request procedures)
 2. Limited duty is defined as an on-the-job injury the physical limitations of which are identified by a qualified physician. Limited duty assignments cannot exceed the medical limitations outlined by the treating physician.

NOTE: Light duty requests must be made in writing by the employee to the Installation Head and must be accompanied by medical certification indicating the physical limitations of the employee and the duration such duty will be required. Although not required with the initial medical certification, the current light duty medical form used by the New Castle Facility must be completed and returned as soon as practical.

Section 2: Light Duty Assignments (Item #15)

- A. A Minimum of four light duty assignments will exist. The type of assignment will be within the employee's medical limitations. Those assigned to light duty assignments shall not adversely affect employees working their primary duties. (Item #16)
- B. **The local APWU President and/or designee will meet with the Installation Head and/or designee within three (3) working days after receipt of proper documentation for a light duty request.** The employee will be afforded the opportunity to work within his/her medical restrictions pending the outcome of the meeting. **The Parties** will discuss and review what can be done in each instance of request for light duty; each case will be acted upon based on the available medical evidence, and the Installation Head will have final approval in regard to the committee recommendations.
- C. Temporary light duty assignments shall consist of the following in the clerk craft: Facing mail, primary distribution in the outgoing section, letter and flat distribution in the sectional center areas and other clerical duties within the medical limitations of each individual case.
- D. Light duty assignments in the Maintenance Craft and in the Vehicle Maintenance Facility will be discussed and reviewed by the **APWU President and/or designee and the Installation Head and/or designee** and identified on the basis of each individual case. Of course the medical limitations will be the major determining factor, and the final approval will rest with the Installation Head.
- E. **A light duty employee will be required to submit new medical documentation minimally every thirty (30) days but not to exceed forty-five (45) days.** If an employee's medical condition changes during a light duty assignment, they must submit new medical documentation. The request for change in assignment will then be addressed under the guidelines of Section 2.B.

Section 3: Assignment Across Craft Lines (Item #17)

- A. A sincere effort must be made by other crafts before assignment of light duty is affected in the clerk craft.
- B. Whenever it becomes necessary to assign an ill or injured employee across craft lines, the Installation Head agrees to consult jointly with all crafts involved prior to such assignment.
- C. Any light duty assignment across craft lines will be assigned between the hours of 1350 to 0850, and no regularly assigned member of the regular workforce will be adversely affected.

ARTICLE 17 REPRESENTATION

Section 1. Labor Management Committee Meetings

- A. The total number of representatives from the New Castle Local APWU who may attend Labor Management meetings is four (4). The official time benefits for attendance at such meetings will be in accordance with Article 17, Section 5 of the National Agreement.
- B. Either party to this agreement may initiate a request for a labor/management meeting on an as needed basis; the total number of meetings will be as needed, but not less than once (1) every quarter. After receipt of request from either party, meetings will be scheduled in a reasonably timely manner.
- C. Agenda items to be discussed shall be exchanged one (1) full working day prior to the scheduled meeting. Items not listed on the agenda will be discussed by mutual consent of the parties.
- D. Management shall provide the New Castle Local APWU with a copy of the minutes no later than seven (7) days after such meeting. Contents of the minutes will be mutually agreed upon before they are finalized.

ARTICLE 20 PARKING

Section 1: Employee Parking (Item #19)

Employees will park in the employee assigned parking areas. Employees will not utilize the handicapped parking area unless properly authorized by the Installation Head. Employees that want to park in the handicapped parking area shall submit a request in writing to the Installation Head to that effect. The Installation Head will determine who will be allowed handicapped parking and issue a letter to that individual. The handicapped area will be monitored by management on a regular basis to assure unauthorized parking is properly controlled. A list of those authorized parking will be posted with the make, model of their cars and license number to assist management in proper monitoring of the handicapped parking area. (Any changes in make, model of car, etc., will be the responsibility of the employee to notify management.)

**ARTICLE 24
EMPLOYEES ON LEAVE WITH REGARD
TO UNION BUSINESS**

Section 1. Union Leave

Annual Leave for Union activities will not be considered part of that employee's selection for choice vacation. It will be part of the leave percentage for the weeks involved of the choice vacation period.

**ARTICLE 30
LOCAL IMPLEMENTATION**

Section 1: Emergency Curtailment (Item #3)

A. *The decision for curtailment or termination of postal operations to conform to the orders of local authorities, or as local conditions warrant because of emergency conditions, shall be made by the Installation Head. In making the decision whether to curtail operations, the Installation Head shall take into consideration such factors as::*

1. The degree of emergency as stated by and acted upon by responsible governmental authorities.
2. The accessibility of postal operations and its customers to the employer and employees.
3. The safety and health of its employees. The employer will promptly notify the Union and employees of its decision and plan of implementation. In the event operations are curtailed, leave requests will be administered in accordance with subchapter 510 of the Employee and Labor Relations Manual. Management will notify the employees at the earliest possible time of termination or curtailment of postal operations. Such notification will be by telephone and/or available public media such as television or radio.

**ARTICLE 37
CLERK CRAFT**

Section 1: Application of Seniority (Item #21)

A. All employees must work their primary duty.

B. Clerk craft seniority will be by sections.

1. Full-time regular employees working within their designated section shall always hold seniority over out of section employees.
2. Full-time regular employees working overtime or holidays within their designated sections shall be junior to sectional employees working their regular schedule. They will, however, retain seniority among themselves, within the section.
3. Seniority of employees working out of their sections shall be determined by their placement on the installation craft seniority roster.

NOTE: Normally, FTF (full-time flexible) employees will be assigned to the sections they made regular in.

C. In the event an employee(s) is excessed from his/her primary duty, the employee may displace a junior employee, so long as the junior employee is not working his primary duty.

1. In the event it is necessary to excess employee(s) from their section, the senior employees shall be offered the excessing first. If there are no volunteers, the employee(s) shall be excessed by juniority.
2. If restaffing of the section becomes necessary, the employee(s) will return in the manner they were excessed.

D. To maintain scheme efficiency manual clerks that do not have city as their primary duty, but are required to have City A & B as a scheme requirement for their job have the right to come out of their primary duty and displace a junior employee in city, provided that they have met all timely dispatches and the junior employee is not working his primary duty.

E. PTF Sectional seniority rights will be honored at the beginning of their tour. (Initially, their section is determined by what they were initially hired for.)

1. Within seven (7) calendar days of the beginning of each quarter (to be January 1, April 1, July 1, and October 1), Management and the Local APWU agree to jointly review TACS reports for all PTF and casual workhours from the previous quarter. Information will be used to determine which section they will be carried in for that quarter. (Annual Leave, holiday scheduling, overtime, etc.)
2. **PTF's hold seniority rights over casuals and AO's at all times, when qualifications is not an issue.**
3. If AO's are to be utilized during a tour, installation PTF's will be afforded reselection of available duty assignments prior to any AO's being assigned. NOTE: AO's will not be scheduled prior to a 1350 start time Saturday through Friday.

Section 2: Principles of Posting

- A. Whenever the duties of an assignment are changed over two (2) hours in one day or a combined total of more than ten (10) hours in one week, the position shall be reposted.
- B. Whenever the starting time of an originally posted assignment cumulatively exceeds one hour in a day or more than five (5) hours in one week, the assignment shall be reposted. Up to one hour, the incumbent shall have the right to accept the new reporting time or have the assignment reposted. If more than one (1) hour in a day or more than five (5) hours in one week, the position shall be reposted.
- C. Bids must be placed in bid box no later than time and date of notice.

NOTE: An APWU representative and manager/supervisor will cross check the bid box being emptied and all bid result work.

- D. The notices shall remain posted for seven (7) days.
- E. Successful bidder(s) must be placed in the new assignment within fourteen (14) calendar days. (Except in the month of December)
- F. Duty assignments shall show lunch break.
- G. The Union shall be notified in writing if a bid is being rejected because the bidder has been declared a successful bidder eight (8) times or has had five (5) senior unsuccessful bids since November 21, 2000.
- H. If a new or additional scheme(s) is (are) added to a preferred duty assignment, or a scheme(s) is (are) deleted, the duty assignment will be reposted.
- I. If a duty which requires deferment training (pass/fail) is added to a preferred duty assignment, the duty assignment will be reposted.

SIGNATORIES

DATE

Eileen Mills
Plant Manager
Processing & Distribution Facility
435 South Cascade Street
New Castle PA 16108-9989

DATE

David D. Wigley
President
New Castle Local, APWU
435 South Cascade Street
New Castle PA 16107

DATE

David Shaner
Postmaster
New Castle GMF
435 South Cascade Street
New Castle PA 16108-9998

DATE

Ken Sasiadek
Executive Vice-President
New Castle Local, APWU
435 South Cascade Street
New Castle PA 16107