


# Memorandum of Understanding

This Memorandum of Understanding entered into on **May 28, 2002**, between the representatives of the East Texas Post Office, United States Postal Service and the designated representatives of the American Postal Workers Union, AFL-CIO, Lehigh Valley Area Local pursuant to Article 30 of the 2000 National Agreement. This Memorandum of Understanding constitutes the entire agreement on matter relating to conditions of employment.

## TABLE OF CONTENTS

Page		
1	Item #1	Wash-Up Time
1	Item #4	Formulation of Local Leave Program
1-2	Item #13	The Method of Selecting Employees to Work on a Holiday
2	Item #15 - 17	Light Duty Assignments
2	Item #19	Parking
2	Item #22	Seniority / Posting / Bidding
3	Article XIV	Safety / Health
3	Article XVII	Labor / Management

This Local Memorandum of Understanding will take effect on the date of signature of both parties, and will remain in effect until the end of the next period of local negotiations provided for at the National Level.

  
Lehigh Valley Area Local, APWU

 Postmaster  
USPS, East Texas Post Office

Date: 5-29-02

Date: 05-31-02

**ITEM#1      WASH UP TIME**

The parties agree to allow the clerks the necessary time to wash-up prior to lunch break and end of tour.

**ITEM #4      FORMULATION OF LOCAL LEAVE PROGRAM**

1. Choice Vacation Period will be from January 1<sup>st</sup> up to and including the first week in December, **and the week of December 26<sup>th</sup> through January 1<sup>st</sup>.**
2. The maximum number of clerk(s) who will be granted leave during Choice Vacation Period will be one (1).
3. The vacation week for clerks shall begin on Monday and end on Sunday.
4. Choice Vacation selections must be made in order of seniority. In the first round of bidding a clerk may, at his/her option, request two (2) consecutive weeks or two selections five (5) days.
5. Bidding for Choice Vacation Period will begin no later than November 1<sup>st</sup> of each year. At the end of the bidding process, management must post a list each week and the clerk(s) off.
6. All clerks must submit their PS Form 3971 for awarded week(s), no later than 21 days from the end of the bidding process. Management must return the approved PS Form 3971 within five days.
7. The maximum number of clerk(s) who will be granted leave during Choice Vacation Period will be one (1).
8. Management must return request for annual leave outside Choice Vacation period within 72 hours. If management fails to return the PS form 3971 within that period, the annual leave is considered approved.
9. Once annual leave has been approved, it must not be canceled unless the President, Lehigh Valley Area Local is notified of the reason why.
10. Jury duty shall not be charged to the Choice Vacation Period.

**ITEM #13      THE METHOD OF SELECTING EMPLOYEES TO WORK ON A HOLIDAY**

1. A notice requesting applications from volunteers who desire to work holiday during the next calendar year shall be posted for ten (10) days prior to the end of each quarter. Any clerk requesting to work a holiday

must notify the postmaster in writing at this time.

2. The following is the order in which qualified employees will be scheduled to work on a holiday, or a day designated as their holiday:
  - A. Casuals, even if overtime is necessary.
  - B. Part-time flexible employees, even if overtime is necessary.
  - C. Volunteers on their designated holiday, by seniority.
  - D. Volunteers on their non-scheduled day, by seniority.
  - E. Non-volunteers on their designated holiday, by juniority.

**ITEM #15-17 LIGHT DUTY ASSIGNMENTS**

1. In the event a clerk requests a light duty assignment, in writing, management must contact the President, Lehigh Valley Area Local to discuss such request.
2. Request for light duty will not be unreasonably denied unless management can prove it will have an adverse affect on the operation of the facility.
3. No request for light duty from another craft will be approved, prior to management contacting the President and discussing length of assignment, physical restrictions and possible alternatives.

**ITEM #19 PARKING**

1. Management will continue parking practices as they have in the past.

**ITEM #22 SENIORITY/POSTING/BIDDING**

1. Management will provide the President, Lehigh Valley Area Local, a copy of any job posting, abolishment notice, reversions or changes to present positions.
2. If the duties of a bid job are changed, to the extent of twenty-five (25) per cent or more from the original posting, such bid job must be reposted for bid, unless mutually agreed by the President and management.
3. If the starting time of a bid job is changed by more than one (1) hour from the original starting time, such bid job must be reposted for bid.

**ART. #14    SAFETY & HEALTH**

1. Management will meet with the union as needed/semi-annually to discuss safety/health issues in the office.

**ART. # 17    LABOR/MANAGEMENT**

1. Labor/management meetings will be held at the request of either party as needed/monthly.
2. An agenda for such meetings, must be furnished by the party requesting the meeting no later than three (3) days prior to the meeting.
3. Minutes from such meetings may be hand written, and both parties are required to sign the approved minutes. Each party will receive a copy of the minutes.
4. Management will grant the union 15 minutes on the clock time to address the clerks in the office, on a semi-annual basis. Management shall establish such times for meetings