

MAINTENANCE CRAFT
MEMORANDUM OF
UNDERSTANDING

Lehigh Valley Postal Facility

This Memorandum of Understanding, entered into on **September 30, 2011** by and between representatives of the United States Postal Service and the designated agent of the Lehigh Valley Area Local of the American Postal Workers Union, AFL-CIO, pursuant to the local implementation provisions of the 2010 - 2015 National Agreement.



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Plant Manager
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ITEM #1 WASH UP TIME

A reasonable amount of wash-up time shall be granted to all maintenance employees consistent with the past practice.

ITEM #2 FIXED OR ROTATING DAYS OFF

- A. Management shall make every effort to establish bid jobs with two (2) consecutive days off with emphasis on Saturday and Sunday as the non-scheduled days.
- B. Management shall meet with the Local President prior to establishing bid jobs with split days off.
- C. The Manager, Processing and Distribution, Maintenance Manager, Local President and Maintenance Craft Director may mutually agree to open discussions concerning the implementation of a 10/4 work schedule if they so desire.

ITEM #3 GUIDELINES FOR CURTAILMENT OF POSTAL OPERATIONS

- A. It is recognized by Labor and Management that on occasion emergency conditions may exist which would encourage the employer to consider the curtailment of mail. In cases of such emergencies, the Safety Officer will be notified and management will take into consideration such factors as the safety and health of its employees, its obligation to its customers, Acts of God, and local emergency conditions.
- B. Prior to taking any action to curtail the mail, the employer will make every effort to notify the President of the local Union or a shop steward on the floor of its decision and plan of implementation.
- C. In the event that the Postal operations are curtailed or terminated, the employer must attempt to notify the affected employees by whatever means are available to them.

ITEM #4 FORMULATION OF LOCAL LEAVE PROGRAM

- A. A meeting between the Union and Management shall be held no later than the first full week of January each year to take action on the following:
 - 1. Determine the amount of annual leave accrued to each employee's credit including that for the current year plus the amount he/she expects to carry over into the coming year.
 - 2. Care should be exercised that each employee will not forfeit any leave rights.
 - 3. No solicitation for training billets will be posted while in the process of round 1 or round 2 choice vacation selection. If there are training billets that need to be posted, they will close and be awarded prior to the beginning of round 1. If this does not allow sufficient time to post the billet, the parties will resolve through local discussion.
 - 4. No employee may relinquish his/her bid week during choice vacation selections at the detriment of other employees.
 - 5. Properly submitted 3971's for additional weeks during choice vacation received between the start of round one and 14 days after completion of round 2 will not be acted on until 14 days after completion of round 2. These requests will be honored by seniority. This time frame will be posted upon completion of

round 2. (This is assuming that completion of round 2 plus 14 days is prior to choice vacation)

B. Receipt of awarded weeks shall be provided upon request of the employee.

C. Posting and awarding of annual leave is as follows:

A calendar chart will be utilized for selection of Annual leave to allow an employee to visualize weeks available for bid. Bid weeks will be charged to the week having the most amount of days in them, i.e. if you have Wed/Thu off and choose to have your A/L begin on Friday, your week will be charged to the week beginning on Saturday.

1. Round One

- a. By the end of the second full week of January, the Calendar Chart and Annual Leave Bid Forms shall be posted for round one. Annual Leave Bid Forms will be mailed to those employees who are not available due to off-site training, extended sick leave, annual leave, or FMLA.
- b. Round one shall begin seven (7) after the posting and be open for fourteen (14) calendar days.
- c. Annual leave bid forms must be submitted to your supervisor no later than the date round 1 begins.
- d. Annual leave bid forms will be utilized until a conflict arises where a bid week becomes full.
- e. When a week becomes full, management will solicit vacation selections utilizing the calendar chart on seniority basis within each occupational group and level.
- f. When an employee is not available due to off-site training, extended sick leave, annual leave, FMLA, or detailed outside the facility, solicitation will be made by the Annual Leave Bid Form. These forms must be mailed back to the employer as soon as possible to avoid undue delay in the vacation selection process. An employee may bid by telephone as long as the Maintenance Craft Director or Designee is present during the call.
- g. If a problem arises with written forms, management will contact the Maintenance Craft Director or designee.

2. Round Two

- a. Round two (2) shall be posted three (3) calendar days following the completion of round one. Round two shall be posted for nine (9) calendar days for bidding.
- b. Management will solicit vacation selections utilizing the calendar chart on seniority basis within each occupational group and level.
- c. When an employee is not available due to off-site training, extended sick leave, annual leave, FMLA, or detailed outside the facility, solicitation will be made by the Annual Leave Bid Form. These forms must be mailed back to the employer as soon as possible to avoid undue delay in the vacation selection process. An employee may bid by telephone as long as the Maintenance Craft Director or Designee is present during the call.

- d. If a problem arises with written forms, management will contact the Maintenance Craft Director or designee.
 3. Selections must be made within twenty four (24) hours. Form 3971 must be submitted within fourteen (14) days after the end of round two.
 4. **Postal Support Employees (PSE) will bid for the week of their five day break in service by seniority. Management will supply the Union with a list of weeks that PES's will be permitted to break. The Union will administer the bidding process.**
- D. Cancellation of bid week(s) more than fourteen (14) days prior to start of bid week(s) requires reposting of week(s) as being available to personnel junior in occupational group and level provided the bid week has been filled. The calendar chart must be kept current to reflect any cancellation of bid weeks regardless of whether week is full or not. Cancellation of a bid week must be at least fourteen (14) days prior to the start of leave, otherwise management is not required to honor the request to cancel.
 - E. Military Duty shall not be charged to the choice vacation period. Any employee who is called for military duty during his/her scheduled choice vacation period shall be given another selection, not to the detriment of any other maintenance craft employee, however.
 - F. Vacation choices will be posted.
 - G. Annual leave, once approved, must be honored regardless if employee changes occupational group or tour, except at employee's request.
 - H. Once annual leave has been granted or approved by management, the same may not be rescinded by any supervisor except in an emergency as declared by the Manager PDC Operations or his/her designee.

ITEM #5 DURATION OF CHOICE VACATION

- A. The choice vacation period shall begin with the first full week in March and end after the first full week in December. Also included is the period of December 25th through January 1st (Christmas à New Years)

ITEM #6 BEGINNING DAY OF EMPLOYEE'S VACATION PERIOD

- A. The vacation period for Maintenance Craft employees shall begin; with the employees first non-scheduled day, or at the option of the employee the vacation period shall start on Saturday and end on Friday. Non-schedule days will be exempt from out of schedule scheduling and/or overtime. If an employee changes jobs after choice vacation bidding, he/she will be given the option to request a personal change of schedule to drop days as he/she had when original bid was made.
- B. Annual leave, once approved, must be honored regardless if employee changes occupational group or tour, except at employee's request.
- C. Once annual leave has been granted or approved by management, the same may not be rescinded by any supervisor except in an emergency as declared by the Manager PDC Operations or his/her designee.

ITEM #7 VACATION SELECTIONS

A. Employees selecting vacation (by job description, level, and installation seniority) during the choice period will do so in accordance with one of the following:

1. Round One

a. Employees earning twenty (20) to twenty six (26) days annual leave per year;

Option 1: A single selection of up to fifteen (15) working days (3 consecutive weeks).

Option 2: Two (2) selections, one being ten (10) working days (2 consecutive weeks), the other being five (5) working days.

Option 3: two (2) selections of five (5) days (non-consecutive weeks).

b. Employees earning thirteen (13) days annual leave per year;

Option 1: A single selection of up to ten (10) working days (two consecutive weeks).

Option 2: Two (2) selections of five (5) working days (non-consecutive weeks).

2. Round Two

a. Employees shall be permitted to select additional weeks, up to the two or three weeks as provided in the National Agreement Section 3.D. providing these bid weeks are available on the leave board and employee will have sufficient leave.

3. Job description lists are as follows:

- a. Electronic Technician Level 11
- b. MPE Mechanic Level 8
- c. Building Equipment Mechanic Level 8
- d. Maintenance Mechanic Level 5
- e. Maintenance Support Clerk Level 6.
- f. Maintenance Support Clerk Level 5
- g. Group Leader Level 4
- h. Laborer/Custodian Level 3
- i. Custodian Level 2
- j. Area Maintenance Technician Level 8

ITEM #8 JURY DUTY AND NATIONAL/STATE CONVENTIONS

A. Jury duty shall not be charged to the choice vacation period. Any employee who is called for jury duty during his/her original scheduled choice vacation period shall be allowed another choice vacation period on remaining weeks available.

B. One delegate of the Maintenance Craft (Lehigh Valley Area Local) shall not have attendance at National or State conventions charged to the choice vacation period.

ITEM #9 MAXIMUM NUMBER OF EMPLOYEES ON LEAVEDURING CHOICE VACATION PERIOD

A. One (1) week vacation slot shall be made available at the rate of fifteen (15%) percent of the qualified employees for each job description. All fractions of .5 and above shall be rounded off to the next higher whole number. The Union and Management will meet annually to discuss additional slots.

1. More custodians from Tour 2 will be permitted off when possible.

ITEM #11 NOTIFICATION OF NEW LEAVE YEAR

A. By November 1st of each year a notice will be posted on maintenance bulletin boards indicating the date of the new leave year.

<u>Leave Year</u>	<u>Begins</u>	<u>Ends</u>
2012	PP03 - Jan14, 2012	PP02 - Jan 11, 2013
2013	PP03 - Jan12, 2013	PP02 - Jan 10, 2014
2014	PP03 - Jan 11, 2014	PP02 - Jan 09, 2015
2015	PP03 - Jan 10, 2015	PP01 - Jan 08, 2016
2016	PP02 - Jan 09, 2016	PP02 - Jan 07, 2017

B. By November 1st of each year, management will post a notice on maintenance bulletin boards that will instruct all Maintenance Craft employees with leave in excess of 440 hours to their credit, that they must use the excess leave no later than the first day of the new leave year to avoid forfeiture.

ITEM #12 PROCEDURES FOR ANNUAL LEAVE APPLICATIONS

A. Employees can make application for leave, not including choice vacation bidding, at any time. The properly submitted applications must be made in duplicate to the immediate supervisor.

B. A decision will be given within two (2) hours for a request of eight (8) hours or less, and within forty eight (48) for a request for more than eight (8) hours. A copy of the request shall be returned to the employee as soon as possible. (NOTE: "PROPERLY SUBMITTED" IS DEFINED AS THE IMMEDIATE SUPERVISOR HAVING INITIALED AND ANNOTATED DATE AND TIME RECEIVED IN SIGNATURE OF SUPERVISOR AND DATE NOTIFIED BLOCK OF FORM 3971).

If management fails to act on a properly submitted leave application within the allotted time, the request will automatically be granted. All other requests will be granted on a first come, first served basis. In cases where leave requests are made simultaneously, decisions will be made on a seniority basis.

C. To the extent possible any unfilled slots may be granted to the employee upon request providing he/she is in that slots job description. Any unscheduled absences will be applied to the 15%.

D. Employees requesting two (2) hours of annual leave shall be allowed to work six (6) hours without a lunch break.

E. When members of the Maintenance Craft donate blood to the Red Cross or a Non-profit blood bank, they may be excused in accordance with the ELM.

F. Postal Support Employees (PSE) on all tours will be considered within the occupational group normally worked.

ITEM #13 SELECTION OF EMPLOYEES TO WORK ON A HOLIDAY

- A. The following is the order in which qualified employees will be scheduled to work on a Holiday or a day designated as their Holiday:
1. **Volunteers, full time, scheduled by seniority, whose regular schedule includes that day.**
 2. **All Postal Support Employees (PSE), even if overtime is necessary.**
 3. **Volunteers, full-time, scheduled by seniority, whose regular schedule does not include that day.**
 4. **Non-volunteers, full time scheduled employees by juniority.**
 - a. **Whose regular schedule includes that day.**
 - b. **Whose regular schedule does not include that day.**
- B. Management shall continue with the past practice of the quarterly Holiday posting. Management will accept in writing an employee's request to be included or removed from the Holiday listing by 1600 of the Friday before Holiday posting.
1. Employees shall indicate on written application willingness to work other than his/her normal tour.
 2. Management is prohibited from working any employee in a non-bargaining unit position while there are non-volunteers within the same occupational group/level scheduled to work any day during the Holiday period.
- C. The local union shall be provided with a list of all volunteers for each Holiday.
- D. Employees in school, on vacation, on extended, or on long term FMLA sick leave shall be sent notice of inclusion on Holiday list on the day of posting.
- E. An employee whose annual leave bid week, who has holiday in that week, will not be required to work that Holiday period.

ITEM #14 OVERTIME DESIRED LIST

- A. In the first two weeks (1st thru 14th) in the month prior to the start of each calendar quarter, full-time regular employees desiring to work overtime during the upcoming quarter shall place their names on the "overtime desired lists". Applications will be made in duplicate with a copy returned to the employee.
- B. Overtime Desired Lists shall be by occupational group and level.
- C. Volunteer overtime desired lists will be divided into three (3) columns. The columns will be identified as:
- 1) After Tour
 - 2) Before Tour
 - 3) Non-scheduled Day
- Each column will be separate from the other. Employees may select any combination of the above.

- D.
1. Employees changing tours, occupational group or level shall submit in writing within ten (10) days of change, their desire to be added to the Overtime Desired List. Employees shall not be allowed to sign after the end of the fourteen (14) day posting unless on annual, sick leave, or off site training during the entire period of posting.
 2. Any employee who wishes to be removed from the Overtime Desired List must do so by submitting a written request to their immediate supervisor. Such request shall become effective no later than the Tuesday prior to the overtime schedule posting. (NOTE: EMPLOYEES SHALL WORK ALL OVERTIME ASSIGNMENTS POSTED THE PRIOR WEDNESDAY)
 3. Employees who are currently on the OTDL with any combination of After tour, Before tour, and non-scheduled day will continue to be carried on the OTDL from quarter to quarter. Employees will not be required to re-sign the OTDL unless making changes to the combination of lists or employee desires to remove their name from any combination of the OTDL list.
- E. To the extent possible employees will be notified one (1) hr. in advance except for emergency conditions or call-offs of less than one (1) hr.
- F. Employees with the necessary skills must be selected by occupational group and level.
- G.
1. Whenever overtime is authorized, it shall be on a rotating basis beginning with the senior employee on the list and continuing in a decreasing seniority order. Less than one (1) hr. of overtime shall not be counted as a turn at overtime.

When an opportunity for overtime will result in an employee working 16 hours, the employee will be bypassed for the next employee, but be considered first for the next opportunity.
- H. Employees detailed to non-bargaining unit status are not entitled to overtime in their craft while so detailed (including non-scheduled days between weeks).
- I. Employees on annual leave for one (1) week or more shall not be entitled to overtime on non-scheduled days unless employee requests so in writing.
- J. On a management initiated change of schedule, the employee shall be placed on the drop day, before, and after tour rotation by maintenance installation seniority.
- On a personal change of schedule, overtime shall be treated as follows:
1. When an employee changes his/her schedule to start early, he/she will be considered unavailable for after tour overtime.
 2. When an employee changes his/her schedule to start late, he/she will be considered unavailable for before tour overtime.
 3. When an employee changes his/her drop day(s), he/she will not be available for overtime on these day(s).
 4. When an employee changes his/her drop day, he/she will be the last employee considered for before and after tour overtime on his/her regular drop days.
 5. When an employee changes his/her tour, he/she will be the last employee considered for before and after tour overtime.

ITEM #s 15 - 16 & 17 LIGHT DUTY

- A. The employer shall provide a sufficient number of light duty assignments so as to reasonably accommodate ill or injured employees based on physical/mental restrictions.
- B. Light duty assignments shall be determined through consultations between the Union and Management as needed.
- C. When an employee requests light duty, the employer will assign work in the employees craft during his/her bid tour, whenever possible, with the needs of the service.
- D. When a maintenance employee is assigned to any temporary or permanent light duty assignment, the President of Union shall receive the following information in writing from the Installation Head or his/her designee:
 - 1. The name of the employee,
 - 2. The assignment in which the employee is placed,
 - 3. The general nature of the employee's illness or injury in non-medical terms,
 - 4. The physical restrictions of the employee.
- E. No employee from any other craft shall be granted light duty in the maintenance craft unless the President of the Local is notified and the assignment is discussed at the earliest opportunity. This discussion shall include, but not be limited to, the following:
 - 1. The general nature of the employee's illness or injury in non-medical terms,
 - 2. Approximate time this employee will be in the assignment,
 - 3. The physical restrictions of the employee
- F. The Union shall receive a monthly status report of employees on light duty and any personnel action taken in respect to a change in the light duty assignments.
- G. Assignments of light duty may be in, but not limited to, maintenance control, or tool and parts areas, and N.D.S.S. or on similar assignments, when possible.
- H. If a maintenance craft employees request for light duty is denied, the President of the Local shall be notified in writing of reason for refusal.
- I. That all assignments and providing of information and records will follow all privacy and confidentially requirements/protections required by the law and pertinent regulations.

ITEM #18 ASSIGNMENTS COMPRISING A SECTION

- A. Section for the purpose of excessing for the maintenance craft within the facility, shall be identified as occupational group and level.

ITEM #21 OTHER ITEMS SUBJECT TO NEGOTIATIONS

HOURS OF WORK

- A. When the duties of the bid job change, the bid job assignment shall be posted for bid providing one of the following applies:
 - 1. Change of non-schedule days

2. When a consistent change in the number and/or frequencies of buildings required to work in.
3. Change in the number and/or frequencies of jobs relieved on a relief assignment
4. Change in the starting time of more than one (1) hr. from the original notice of intent

VACANT RESIDUAL DUTY ASSIGNMENTS

- A. When the employer intends to fill a vacant residual duty assignment(s), the employer shall post a notice of intent for seven (7) days. The duty assignment shall be filled using the Preferred Assignment Register and/or Promotion Eligibility Register.
- B. New craft employees (by occupational group) shall select remaining residual vacancies only after part A. above has been utilized.
- C. When the PAR/PER is exhausted and residual vacancies still exist for more than 30 days management shall repost as in (A) above prior to filling vacancy.

TEMPORARY AND HIGHER LEVEL ASSIGNMENTS

- A. Temporary and higher level assignments
 1. To the extent possible temporary assignments will be offered on as needed basis to those employees who are qualified (by seniority).
 2. Employees may decline to accept temporary assignments at any time, but will be offered all future temporary assignments for which they are qualified.
 3. Exceptions to the detail procedure may be made at Labor / Management meeting or by the agreement between Union and Management.

ITEM #22 SENIORITY/REASSIGNMENTS AND POSTING

DETAILS

- A. The employer shall solicit Maintenance Craft employees on the appropriate register in descending order to fill all higher level assignments. If no register exists, then to the extent possible the senior qualified craft employee shall be solicited.
- B. Normally no detail will exceed sixty (60) days. Where a detail will exceed sixty (60) days, the Maintenance Craft Director must be consulted to determine whether a full time position should be created.
- C. Anytime there is an opportunity for a detail outside the installation, the President of the Local will be notified and given specific reasons and conditions of the detail prior to posting for volunteers.
- D. Any employee detailed outside the installation will be sent copy of all postings.

SENIORITY

- A. Maintenance installation seniority will be the governing factor in issues pertaining to seniority, except Preferred Assignment register (PAR).

Maintenance installation seniority is the starting date of an employee in the maintenance craft at the Lehigh Valley Facility.

For the purpose of this local, Seniority shall be defined as installation seniority which is the starting date of the employee into the maintenance craft at the Lehigh Valley Facility.

- B. Management shall provide an updated seniority list to the Maintenance Craft Director when there is a change to the existing list. A list of craft seniority and level seniority will be provided.