

Maintenance Craft

Memorandum of Understanding

This Memorandum of Understanding is entered into on **October 21, 2016** between the representatives of the East Stroudsburg Post Office, United States Postal Service and the Lehigh Valley Area Local, American Postal Workers Union. This Memorandum of Understanding constitutes the entire agreement of the matters relating to local conditions of employment as provided for in the **2015 – 2018** National Agreement



United States Postal Service



Lehigh Valley Area Local

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 #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. 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. No employee may relinquish his/her bid week during choice vacation selections to the detriment of other employees.
- B. 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.
- C. Receipt of awarded weeks shall be provided upon request of the employee.
- D. 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. Vacation for choice weeks will begin on Monday and end on Sunday.
 - 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 shall be mailed to those employees who are not available due to sick leave, annual leave, or FMLA.
 - b. Round one shall begin seven (7) days 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 a 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.
- E. 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 employees junior in occupational group and level provided the bid week has not been filled. 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.
- F. Vacation choices must posted.
- G. Annual leave, once approved, must be honored regardless if employee changes occupational group or tour, except at employee's request.

ITEM #5 DURATION OF CHOICE VACATION

- A. The choice vacation period shall begin with the week of Memorial Day and end after the week of Labor Day. Also included is the week of Thanksgiving and the period of December 25th through January 1st.

ITEM #6 BEGINNING DAY OF EMPLOYEE'S VACATION PERIOD

Refer to LMOU Item #4-D

ITEM #7 VACATION SELECTIONS

- A. Employees selecting vacation 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), and the other being five (5) working days.
Option 3: Two (2) consecutive 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.

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.

ITEM #9 MAXIMUM NUMBER OF EMPLOYEES ON LEAVE DURING CHOICE VACATION PERIOD

- A. One (1) week vacation slots shall be made available at the rate of fifteen (15%) percent of the occupational group. Union and management will meet annually to additional slots.

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.

ITEM #12 PROCEDURES FOR ANNUAL LEAVE APPLICATIONS

- A. Employees can make application for leave, not including choice vacation bidding, at any time. Incidental leave shall be 15% per occupational group and tour. Combination shall include choice vacation period. The properly submitted application must be made in duplicate to the immediate supervisor

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

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 and part time regulars, scheduled by seniority, whose regular schedule includes that day.
 - 2. Volunteers, full-time, and part time regulars, scheduled by seniority, whose regular schedule does not include that day.
 - 3. Non-volunteers, full time and part time regulars scheduled employees by juniority.
 - a. Whose regular schedule includes that day.
 - b. Whose regular schedule does not include that day.
- B. Management is prohibited from working any employee in a non-bargaining unit position while there are non-volunteers within the same occupational group scheduled to work any day during the Holiday period.
- C. An employee whose annual leave bid week includes a designated holiday in that week, will not be required to work that Holiday period.

ITEM #14 OVERTIME DESIRED LIST

- A. In the last two weeks (15th thru end of month) of 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 DayEach column will be separate from the other. Employees may select any combination of the above.
- D. Employees who are currently on the OTDL will be carried on the OTDL from quarter to quarter. Employees will not be required to resign the OTDL unless making changes
- E. 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.

ITEM #s 15 - 16 & 17 LIGHT DUTY

Light Duty will be administered in accordance with Article 13 and Article 38 of the 2015 National Agreement

- A. 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.
- B. 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
- C. If a Maintenance Craft employees request for light duty is denied, the President of the Local shall be notified in writing of reason.

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