

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into on **June 15, 2002** between the representatives of the Allentown 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 **2000 – 2003** National Agreement.

ITEM #1 **WASH-UP TIME**

The parties agree to allow the clerks five (5) minutes for wash-up prior to lunch break and end of tour.

ITEM #2 **VACATION PERIOD**

A. Vacation Period

1. The employer shall, no later than November 1st, post on all bulletin boards the beginning date of the new leave year.
2. The choice of vacation period shall be the entire leave year up to and including the first week of December, and from December 26th to the end of the leave year.
3. Annual Leave period shall be selected by installation seniority. A vacation Leave Board shall be established indicating vacation leave weeks available and subsequent leave selections in the clerk craft.
4. Full-time and Part-time career employees who earn thirteen (13) days of Annual Leave per year shall be granted, at their option, one (1) selection of up to ten (10) continuous days Annual Leave, or two (2) selections in units of five (5) continuous days each of Annual Leave in the choice period.
5. Full-time and Part-time regular employees who earn twenty (20) or twenty-six (26) days Annual Leave per year shall be granted, at their option, one (1) selection of up to fifteen (15) continuous days Annual Leave, or two (2) selections in units of five (5) or ten (10) continuous days Annual Leave, not to exceed fifteen (15) days Annual Leave in the choice vacation period.
6. The vacation leave week shall be Monday through Sunday.

B. Selecting Vacation Leave

1. Annual Leave will be selected on a seniority basis.
2. **Thirteen percent (13%)** members of the clerk craft complement will be allowed off during each week of the vacation period. Selections will be made on a seniority basis, with the following exceptions: No more than three (3) clerks who have window tours as their primary duties may be allowed off during a choice vacation week. Tours 1, 19 and 25 are not considered as having primary window duties and are not restricted from bidding.

Additionally, no more than four (4) clerks total who have city scheme may be granted leave during each week of the vacation period, with no more than two (2) from any one scheme. No more than two automation clerks may be granted leave during each week of the vacation period.

3. The Union will administer the choice vacation selections. This will be accomplished by a means acceptable to both parties.
4. There shall be two (2) bidding rounds (beginning on the first Monday in January):
 - a. On the initial bidding round, clerk's picks shall be limited to the number of weeks the clerk is entitled to under MOU A-4 or A-5 and Article 10.3 of the National Agreement.
 1. If the clerk's leave selection(s) in the first round cannot be granted (i.e. – full complement of clerks already granted off) the clerk(s) shall be contacted to select other weeks, if desired.
 - b. On the second bidding round, the clerk(s) shall be entitled to select remaining vacation weeks available under MOU A-4 and MOU A-5 and Article 10.3 of the National Agreement.
 1. If the clerk's leave selection(s) in the first round cannot be granted (i.e. – full complement of clerks already granted off) the clerk(s) shall be contacted to select other weeks, if desired.
 - c. Bidding for vacation leave will be by seniority in groups of no more than twenty (20)
 - d. Each group will select vacation leave on Monday of each week.
 - e. Posting of leave selections will take place no later than Thursday of each week.
5. Choice Vacation leave in weeks fully scheduled may be surrendered for reasons acceptable to the local Union and installation head or designee. Such request shall be in writing and submitted for Union approval or disapproval to the Clerk Craft Director or designee. Such weeks shall be surrendered a minimum of fourteen (14) days prior to the scheduled week and be posted for bid for a period of five (5) days.

Only clerks who are junior to the **last** clerk awarded the choice vacation week shall be permitted to bid on the vacation week. The vacated week shall be awarded to a senior clerk only if no junior clerk desires the vacated week.

6. Part-time flexible employees will only be required to use the same amount of Annual Leave that they would have normally been scheduled to work that day or week.

C. Other Leave Provisions

1. **Requests for Annual Leave of less than one (1) week must be made in writing (Form 3971) and will not be denied unless 6.5% of the clerk complement is on Annual Leave. The provisions of B.2 with regard to specific areas still applies. Management may consider all unscheduled absences in determining if the 6.5% has been satisfied. Such requests will not be accepted more than fourteen (14) days prior to the employee's requested day(s) off.**
2. Clerks shall be notified of approval / disapproval of Annual Leave requests of less than one (1) week within forty eight (48) hours of management receipt of Form 3971. Reason for disapproval shall be indicated on the request for by management.
3. Requests for extended leave (four (4) weeks or more) shall be submitted, in writing, before the first day of the next leave year. Approval / disapproval shall be made, in writing, before February of the year in which the leave is requested, and must be approved by both the APWU and management. Reason for disapproval shall be stated.

ITEM #3 HOLIDAYS

- A. Management may solicit from all full-time employees, those desiring to work their holiday / designated holiday anytime prior to the actual holiday posting.
- B. 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. Casuals, even if overtime is necessary.
 2. Part-time flexibles employees, even if overtime is necessary.
 3. Volunteers on their designated holiday, by seniority.
 4. Volunteers on their non-scheduled day, by seniority.
 5. Non-volunteers on their designated holiday, by juniority

ITEM #4 HOURS OF WORK

- A. An overtime desired list will be posted on the clerk bulletin board no sooner than two (2) weeks prior to the beginning of each quarter (October, January, April, and July). Clerks desiring to work overtime during that quarter shall place their names on the list. Once the quarter begins, no clerks shall be added unless agreed upon by the local Union President and management **or covered under “4-B” (below)**.
- B. Employees assuming new bid positions and part-time flexibles converted to full-time shall submit, in writing within ten (10) days of their conversion, their desire to be added to the overtime desired list.**
- C. Those listing their names will be selected in order of seniority on a rotating basis. Management will comply with Article 8 with regard to overtime opportunities.
- D. Management will notify clerks at least one (1) hour in advance if they will be required to work overtime.
- E. Overtime Desired Lists shall be furnished to the APWU quarterly.

ITEM #5 LIGHT DUTY ASSIGNMENTS

- A. In the event a clerk requests a light duty assignment, management must contact the President, Lehigh Valley Area Local, to discuss such request.
- B. A 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.
- C. No request for light duty from another craft will be approved prior to management contacting the President, Lehigh Valley Area Local, and discussing: length of assignment, physical restrictions and possible alternatives.
- D. Assignments across craft lines will not have an adverse impact on the clerk craft to include reduction of part-time flexible hours.

ITEM #6 **SENIORITY**

A. Postings

1. A permanent change of more than one (1) hours of starting time or ending time of an assignment shall require reposting of the assignment, **unless mutually agreed upon by the local President and management.**
2. The successful bidder of a new duty assignment shall be placed in the new assignment within twenty-one (21) days except in the month of December.
3. Any change to an assigned position that equals 25% of the duties shall require reposting of the assignment, unless mutually agreed upon by the local President and management.
4. Management will provide the President, Lehigh Valley Area Local, a copy of any job posting, abolishment notice, reversions or changes to present positions.
5. Split-shifts for part-time flexible employees must be avoided whenever possible, based on staffing availability.

ITEM #7 **SAFETY AND HEALTH**

- A. If an employee considers himself / herself in danger of bodily harm, as a result of a customer's action, he she will notify his / her immediate supervisor.

ITEM #8 **UNIFORMS**

B. Window work attire:

1. Clerks eligible for uniform allowance
 - a. Will wear the uniform as outlined by postal regulations and/or local management.
2. Clerks working at window but not eligible for uniform allowance:
 - a. Clerks should be clean and neatly dressed.

ITEM #9 REPRESENTATION

- A. Labor / Management meetings will be held at the request of either party as needed/monthly.
- B. An agenda for such meetings must be furnished by the party requesting the meeting no later than three (3) days prior to the meeting.
- C. Minutes from such meeting may be hand written and both parties are required to sign the approved minutes. Each party will receive a copy of the minutes.
- D. Management will grant the Union 15 minutes on the clock time to address the clerks in the office, on a semi-annual basis.
- E. Management will meet with the Union as needed / semi-annually to discuss safety / health issues in the office.