

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding entered into on June 15, 2002 between representatives of the Easton 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 – 2003 National Agreement. This Memorandum of Understanding constitutes the entire agreement on matters relating to conditions of employment.

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ARTICLE VIII

HOURS OF WORK

- A. Part-time employees shall be informed as soon as possible if their tour of duty will end within six (6) hours.
- B. In most cases, employees should be given a one (1) hour advance notice if they will be required to work overtime.
- C. Split-shifts for part-time flexible employees will be avoided whenever possible, based on staffing available.
- D. The parties agree to allow the clerks the necessary time to wash-up prior to lunch break and end of tour. This time is to be decided by management, consistent with past practices.
- E. The Overtime Desired List shall be established on an installation wide basis.
 - 1. The OTDL will be posted for two weeks prior to the start of each quarter, (October, January, April, and July)
 - 2. Once the quarter begins, no clerk shall be added unless an employee assumes a new bid position or is converted to full-time. Such request must be made within ten (10) days of the reassignment or conversion.
 - 3. Overtime assignments will be distributed to employees with the necessary skills and knowledge that the overtime is called for.
 - 4. Every attempt will be made to equally distribute overtime to all "OTDL" employees provided the criteria of E.3 (above) is met.
 - 5. Management will keep a list of all overtime opportunities to be reviewed as needed.

ARTICLE X

LEAVE

- A. All requests for Annual Leave of less than one week and more than one day will be handled through contact with the immediate supervisor. Such request to be honored or denied within seventy-two (72) hours. The disposition of each form 3971 is deemed final.
- B. All requests for annual leave of one day or less will be handled through contact with one immediate supervisor. Such request of Form 3971 to be honored or denied within one (1) hour.
- C. Requests for Annual Leave of any duration will be granted to the extent possible in order of receipt.

- D. Annual Leave selection shall take place prior to the last day of November. Annual leave desired for the upcoming leave year (with the exception on January) may not be submitted prior to the completion of Annual Leave selections.
- E. Choice Vacation leave in weeks fully scheduled must be surrendered for reasons acceptable to the organization and the installation head. Such weeks must be surrendered fourteen (14) days prior to the scheduled week and posted for bid for a period of five (5) days with the first opportunity going to those clerks junior to the **last clerk awarded such week**. Failure to give fourteen (14) days notice may prevent the clerk the opportunity to forfeit such week.
- F. The Choice Vacation Period will be from February 1st up to and including the first week of December and the week between Christmas and New Years. **During the remainder of December, one clerk will be granted annual leave and it will be part of the Choice Vacation Period. Additionally, management will grant a second clerk off if possible based on the needs of the operation.**
- G. Consistent with an employee's years in Federal Service, in the first round an employee may at his/her option request two or three consecutive weeks or two selections in units of either five (5) or ten (10) working days.
- H. The maximum number of clerks that can be granted leave per week will be **13% of the clerk complement**.
- I. **On the date known as "Tax Day", only one clerk may be granted annual leave unless such leave is part of Choice Vacation bid week.**

ARTICLE XI HOLIDAYS

- 1. Two weeks prior to a holiday or designated holiday a Clerk Craft employee may notify their supervisor in writing of their desire to work the upcoming holiday.
- 2. The following is the order in that qualified employees will be selected to work on a holiday or a day designated as their holiday:
 - A. Casuals, even if overtime in necessary.
 - B. Part-time flexible employees, even if overtime is necessary.
 - C. Volunteers on their designated holiday, by seniority.
 - D. Volunteers on their non-schedule day, by seniority.

- E. Non-volunteers on their designated holiday, by juniority.
- F. Non-volunteers on their non-scheduled day, by juniority.

ARTICLE XII POSTNG

- A. Bidding for assignments will be done on a strict installation wide basis by craft.
- B. If a position is changed by more than one (1) hour from it's original posting, that tour shall be posted for bid, unless mutually agreed between the Postmaster and Local President.
- C. If a position duties change to the extent of twenty five (25) percent or more from the original posting it shall be re-posted, unless mutually agreed between the Postmaster and Local President.
- D. Any change in permanent duties of days off will not be made without prior consultation with the Union.
- E. Bids shall be turned in to the employee's supervisor. If requested, the supervisor will initial and date a duplicated copy of the employee's bid.
- F. Management will provide the President, Lehigh Valley Area Local, a copy of any job posting, abolishment notice, reversions and changes to present positions.

ARTICLE XIII LIGHT DUTY

- 1. In the event a clerk requests a light duty assignment, management will discuss such action with the Local President.
- 2. A request for light duty will not be unreasonably denied, unless management can prove it will have an adverse effect on the operation of the facility.
- 3. No request for light duty from another craft will be approved prior to management contacting the President of the Union and discussing length of the assignment, physical restriction and possible alternatives.

ARTICLE XVIII SECTIONS

- 1. The following will be sections for the purposes of excessing within the facility: Main Office, Palmer Branch, Detached Mail Unit and any additional station and branches will comprise one section.

The foregoing provisions constitute the entire agreement between the parties regarding the subjects of Local Implementation Negotiations set forth in Article XXX, Section B of the 1990 National Agreement

This Memorandum of Understanding in entered into on **June 15, 2002** at Easton, Pennsylvania, between representatives of the United States Postal Service and the designated agent of the American Postal Workers Union pursuant to the Local Implementation Provision of the **2000** National Agreement,

[LeRoy Moyer]
APWU, Lehigh Valley Area Local

Date: 11/09/02

[Andy Berish]
USPS, Easton Post Office

Date: 11/18/02