

Memorandum of Understanding

This Memorandum of Understanding is entered into on **April 15, 1999** between the representatives of the Bethlehem 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 **1998 - 2000** National Agreement.

ITEM #1 ADDITIONAL OR LONGER WASH-UP PERIODS

All clerks working eight (8) hours or more per day will be allowed the necessary time for wash-up prior to lunch and before the end of their tour.

ITEM #2 FIXED OR ROTATING DAYS OFF

All Full-Time Regular Clerks will continue to have fixed days off. All Full-Time Flexible positions will have flexible days off commensurate with the needs of the service.

ITEM #3 GUIDELINES FOR THE CURTAILMENT OF POSTAL OPERATIONS

A. It is recognized by both parties that on occasion, emergency conditions may exist which could cause Management to consider the curtailment of services, such as weather extremes, Civil Defense alerts, bomb scares, no heat in the winter, no lighting or excessive temperatures. In such cases Management will take into considerations the following factors in order:

1. The safety and health of the employees.
2. The degree of emergency as stated and acted by responsible government authorities.
3. The requirements of it's customers.

B. Once Management has determined the action to be taken, where practical, Management after consultation with the Union will determine the implementation of any such action.

ITEM #4 FORMULATION OF THE LOCAL LEAVE PROGRAM

A. Annual Leave considerations will be approved / disapproved consistent with Item(s) #5, 6, 7, 8, 9, 10, 11, 12, and 20 of this Local Memorandum of Understanding.

B. Emergency Annual Leave requests will be honored to every extent possible. Employees will notify Management of the extent of time needed at the time of call. If the emergency leave must be extend, it is the employee's responsibility to notify Management for approval.

Choice Vacation leave periods shall be selected by installation seniority. A leave board and vacation schedule shall be established.

- C. Choice Vacation leave bidding will be accomplished in two (2) rounds of bidding. All clerks must submit first round choices **as described below by group**, to receive consideration in the Choice Vacation period. All clerks should prioritize picked weeks to avoid being shut out by already filled weeks. The second round of bidding will begin of February 1st. Clerks may pick additional weeks to fill in their balance of Annual Leave. All second round picks must be submitted no later than February 21st.

Bidding will occur in groups based on the following schedule.

Group 1:	Seniority 1-15	January 1-14
Group 2:	Seniority 16-end	January 16-30

- D. A full week of annual leave in weeks that are fully scheduled may be surrendered a minimum of 21 days prior to the scheduled week. Such weeks will be re-posted for bid, for a period of five (5) days. Only clerks who are junior to the most junior clerks awarded that week shall be allowed to bid on the vacated week. A senior clerk will be awarded the week only if no junior clerk bids.

ITEM #5 THE DURATION OF THE CHOICE VACATION PERIOD

The Choice Vacation period shall be from February 1st up to and including the first week in December, and the bid week following December 25th.

ITEM #6 BEGINNING OF AN EMPLOYEE'S VACATION PERIOD

The leave week shall start on Monday.

ITEM #7 VACATION SELECTIONS

- A. Full-Time Regular, Full-Time Flexible, and part-Time Flexible employees who earn thirteen (13) days of Annual Leave per year shall be granted, at their option:
- 1. Selection of up to ten (10) days of annual leave in any manner desired. (Continuous or in units of five)**
- B. Full-Time Regular, Full-Time Flexible, and Part-Time Flexible employees who earn twenty (20) or twenty six (26) days annual leave per year, shall be granted, at their option:
- 1. Selection of up to fifteen (15) days of annual leave in any manner desired. (Continuous or in units of five or ten)**

ITEM #8 JURY DUTY AND ATTENDANCE AT NATIONAL CONVENTIONS

- A. Jury Duty, due to the unpredictable circumstance, will not be charged to the choice vacation period.

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

Twelve percent (12%) of the Clerk Craft (comprised of Main Office and all stations) will be allowed off per week, with the exception of fourteen percent (14%) for the weeks of Memorial Day, July 4th, Labor Day, Thanksgiving, and Christmas, provided that the bids were received prior to February 21st. Such bids will be awarded strictly by seniority and timely receipt of such bids. Percentages of .5 will be rounded off to the next highest number.

ITEM #10 ISSUANCE OF OFFICIAL NOTICES

- A. Each employee will receive the return portion of the vacation bid sheet no later than February 7th for the first round and February 28th for the second round.
- B. Employees will be responsible for completing PS Form 3971 (leave slips) as soon as possible after receiving the return portion of the vacation bid sheet.

ITEM #11 NOTIFICATION OF THE NEW LEAVE YEAR.

The employer shall, no later than November 7th, publicize on all employee bulletin boards, the beginning of the new leave year period. Employees will then know how much annual leave must be used to remain under the 440 hour limit of carryover.

**Leave Year 2000
Leave Year 2001**

**PP1
PP3**

**Jan 1, 2000
Jan 13, 2001**

ITEM #12 PROCEDURES FOR ANNUAL LEAVE APPLICATION OTHER THAN CHOICE VACATION PERIOD

- A. Annual leave requests outside the normal bidding shall be submitted on form 3971. For the purposes of verification of receipt, the clerk may submit in duplicate to the immediate supervisor for signature and time stamping, the duplicate copy will be returned to the clerk.
- B. Weeks or days not filled from the choice vacation selection period will be honored if the twelve percent (12%) of the clerk craft complement are not off on leave. Slips for this leave will be accepted twenty-one (21) days in advance and approved on the 14th day by seniority. Such requests will be returned to the employees no later than ten (10) days of the requested leave. The exception to the twelve percent (12%) allowed off will be the day immediately following the holiday, regardless of the fact that the request is for a full week.

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

- A. management will accept requests to work a particular holiday if received prior to the posting of that holiday list.
- 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, 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
 - 6. Volunteers on their non-scheduled day, by juniority

ITEM #14 OVERTIME DESIRED LIST

- A. The Overtime Desired List shall be established on an installation wide basis. "Installation wide" for the purposes of overtime will be defined as: The Main Office and all Station and Branch offices. The Overtime Desired

Lists will be posted for two (2) weeks prior to the start of each quarter (October, January, April and July).

- B. Once the quarter begins, no clerk shall be added unless mutually agreed between the Local President and Bethlehem Management.
- C. Overtime assignments will be distributed to employees with the necessary skill and knowledge that the overtime is called for.
- D. Every attempt will be made to equally distribute overtime to all "Overtime Desired List" employees provided the criteria in Section C of Item #14 is met.

ITEM #15 NUMBER OF LIGHT DUTY ASSIGNMENTS

There will be no set number of guaranteed positions reserved for temporary or permanent light duty assignments. Light duty assignments reserved (less than 8 hours) will be limited to the affected employee performance of productive work within the existing realm of the clerical operations at Bethlehem provided the obligations in Item #16 are met, and medical documentation is submitted showing that the injured employee is physically fit to perform the productive clerk work.

No Light Duty Assignment will be across craft lines will be honored until there has been notification and discussion with the Local President, Lehigh Valley Area Local.

ITEM #16 THE METHOD TO BE USED IN RESERVING LIGHT DUTY ASSIGNMENTS

The Postal Service has an obligation to its regular workforce. In order to ensure that no regularly scheduled clerk will be adversely affected, before any light duty assignments are offered, all regular and Part-Time Flexible clerks in the regular workforce, including limited duty personnel, will work their guaranteed hours.

ITEM #17 IDENTIFICATION OF LIGHT DUTY ASSIGNMENTS

Reserved assignments providing obligations in Item #16 are met:

Verification and discarding No Value Mail
Nixie / Mark up Mail

Other assignments that may be offered:

Secretarial work (typing, filing, correspondence mailing)

ITEM #18 ASSIGNMENTS COMPRISING A SECTION

When it is proposed to reassign employees within the installation, “excess to the needs of a section”, the assignments comprising of a clerk craft section shall be the entire installation.

For the purposes of excessing within the installation, “installation” is defined as: the Main Office and any Station or Branch that houses Bethlehem clerks.

ITEM#19 THE ASSIGNMENT OF EMPLOYEE PARKING SPACE

The parking spaces that are excess to the need of the Postal Service will be available to employees on a first come basis. If the need arises, spaces will be provided close to the entrance for the handicapped employees.

ITEM #20 ANNUAL LEAVE TO ATTEND UNION ACTIVITIES

All Annual Leave requests for attendance at Union activities will be charged to the total choice vacation plan.

ITEM #21 THOSE ITEMS WHICH ARE SUBJECT TO LOCAL IMPLEMENTATION

SENIORITY LIST

- A. An updated seniority list will be provided to the Union every July and January.
- B. Should a Part-Time Regular position exist in this office, the same would apply as above with seniority list (July and January)

JOB CHANGES AND POSTINGS

- A. If the duties of a position change to the extent of 25% or more from the original posting, such job will be re-posted, unless mutually agreed upon by the Local President and management and the employee accepts the change. (ART. 37.3.A.4)
- B. If the starting time of a position is changed more than one (1) hour from it’s original posting, the position shall be re-posted, **unless mutually agreed upon by the Local President and management and the employee accepts the change.** (ART 37.3.A.5)

- C. If the cumulative changes to a position exceed one (1) hour from the original posting, that position shall be re-posted, **unless mutually agreed upon by the Local President and management and the employee accepts the change.** (ART 37.3.A.5.B)
- D. Bidding for assignments will be done on a strict installation wide basis. "Installation wide" for the purposes of bidding is defined as: The Main Office and any Stations or Branches.
- E. Notices for bidding assignments will be posted for ten (10) calendar days at the main office and all station and branch bulletin boards.
- F. Bids shall be turned in to the employee's Supervisor. If requested, the supervisor will initial and date a duplicate copy of the employee's bid card.
- G. The successful bidder will be placed in the new assignment within twenty-one (21) days except in the month of December. (ART 37.3.F.2)
- H. Successful bidder in the month of December will be placed into the new assignment no later than January 7th of the next year. (ART 37.3.F.2)

No Lunch Policy

- A. **Management determines which bid positions qualify for the No Lunch Policy and will inform the Union of any changes, additions or deletions.**
- B. **Employees occupying bid positions that qualify shall request the No Lunch by submitting a PS Form 3189 to management for approval.**
- C. **The parties understand that there may be instances when approving the No Lunch schedule may not be possible and management reserves the right to disapprove any request.**
- D. **Any problems arising from this policy will be resolved by the parties.**

ITEM #22 SENIORITY, REASSIGNMENTS AND POSTING

- E. There shall be no matters or actions taken that would change the criteria of seniority, reassignments, or posting other than the criteria set forth in the other 21 items of this Local Memorandum of Understanding and what is contained in the National Agreement.