

LOCAL MEMORANDUM OF UNDERSTANDING

FOR THE

MOTOR VEHICLE CRAFT

AT THE

LEHIGH VALLEY POSTAL FACILITY

AND THE

LV VEHICLE MAINTENANCE FACILITY

Between

Lehigh Valley Area Local

American Postal Workers Union, AFL-CIO

And the

United States Postal Service



LOCAL IMPLEMENTATION

A. Presently effective local memoranda of understanding not inconsistent or in conflict with the 2024 National Agreement shall remain in effect during the term of this Agreement unless changed by mutual agreement pursuant to the local implementation procedure set forth below or, as a result of an arbitration award or settlement arising from either party's impasse of an item from the presently effective Local Memorandum of Understanding.

This Memorandum of Understanding, carried over from previous MOUs, remains in effect for the duration of the **2024 - 2027** National Agreement.

Article 30

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ITEM #1 WASH UP TIME

All Motor Vehicle Operators and Mechanics shall be entitled to such time as is reasonable and is necessary to wash-up, before lunch break and prior to end of tour.

ITEM #2 FIXED OR ROTATING DAYS OFF

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. Management shall meet with the Director, Motor Vehicle Craft prior to establishing bid jobs with split days off.

ITEM #3 GUIDELINES FOR CURTAILMENT OR TERMINATION 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, it's obligation to its customers, Acts of God, and local emergency conditions.
- B. Prior to taking any action to curtail mail, the employer will make every effort to notify the President of the local Union, or a shop steward on the floor of its decisions and plan of implementation.
- C. In the event 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, #5, #6, #7, #9 AND #10

- A. The Choice Vacation Period will be from February 25th up to and including the first week of December and the period of December 26th to January 1st.
- B. Vacation weeks shall start on Monday and end on Sunday or at the option of the employee to coincide with his/her non-scheduled days.

C.

1. The maximum number of Motor Vehicle Maintenance Mechanic employees that will be granted leave during any week of the leave year, will be two (2). With the following weeks the maximum will be three (3): Thanksgiving week, the week after Thanksgiving, the first full week of December and the period of December 26th through January
2. The maximum number of Motor Vehicle Operators that will be permitted leave during any week of the leave year will be two (2). With the following weeks the maximum will be three (3): Memorial Day, July 4th, Labor Day and Thanksgiving. Nothing prevents management from going beyond that number.
3. The maximum number of Administrative employees that will be granted leave during any week of the leave year will be one (1). Nothing prevents management from going beyond that number.

D. If there is any significant change to the Motor Vehicle Craft complement during the life of this agreement, management and the Union will meet to discuss possible changes to grant a reasonable number of employees per week.

E. Choice vacation leave in weeks fully scheduled may be surrendered for reasons acceptable to the local union and the installation head or his/her designee. Such requests shall be in writing and submitted for union approval or disapproval to the president or Motor Vehicle Craft Director of the local Union. Such weeks shall be surrendered a minimum of fourteen (14) days prior to the scheduled week and posted for bid a period of five (5) days. Only Motor Vehicle employees who are junior to the most junior Motor Vehicle can be awarded the vacated choice vacation week. The vacated week can be awarded to a senior Motor Vehicle employee only if no junior employee desires the vacated week, by section.

F. Prior to January 15th each year the Motor Vehicle Craft Director and Managers of Vehicle Services and Transportation will meet to establish days and times to allow Motor Vehicle Craft employees to

choose their Choice Vacation Week(s). Such dates and times will be posted and each employee is responsible to choose at that time, unless notice is properly submitted in writing to a supervisor within 48 hours prior to making choice. Failure to pick or to notify management will forfeit the employees right to a choice.

- G. All Motor Vehicle Craft employees will select vacation period by seniority. Three consecutive weeks may be chosen in the first round, with the exception of June, July and August, in which the employee would be entitled to two (2) weeks or less. In second round bidding, employees shall be entitled to choose any weeks of the leave year to which their annual leave balance entitles them, providing the weeks are available on the board.
- H. Twenty (20) days after completion of all Choice Vacation bidding employees must submit a PS Form 3971 to management. Management will act on all submitted PS Form 3971s within 20 days of the final submission.
- I. If a major problem arises during the vacation bidding, upon written request from either party, all further bidding shall cease for three (3) days or less until the problem has been resolved between management and labor on the local level.

The selection period for submission of all other bids shall be extended accordingly.

- J. Once Annual Leave has been granted or approved by management, the same cannot be rescinded by any supervisor except in an unforeseen circumstance or a combination of circumstances which calls for immediate action.
- K. At the conclusion of each round of bidding, management will post official notices of awarded bid weeks on the vacation board at the VMF.
- L. Application for Annual Leave for weeks, days or hours not awarded through choice vacation period, approval/disapproval of requests must be granted in accordance with 4.C1,2 and 3.

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

- M. Postal Support Employees (PSE) will bid for the week of their five-day break in service by ranking, by Occupation Group. Management will supply the Union with a list of weeks PSEs will be permitted to break. No PSE will exceed 360 days per appointment.
- N. Postal Support Employees (PSE) requesting Annual Leave for full or partial weeks will be required to request that amount of leave equal to the number of hours scheduled on each day.
- O. Employees in Non-Traditional Full Time Assignments will only be required to request that amount of leave equal to the number of hours scheduled on each day or each week..

ITEM #8 JURY DUTY / 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.
- B. One delegate of the Motor Vehicle Craft shall not have attendance at National and State conventions charged to the choice vacation period.

ITEM #11 NOTIFICATION OF NEW LEAVE YEAR

- A. Notification of New Leave Year
 - 1. By November 1st of each year a notice will be placed on the bulletin board indicating the date of the new leave year.

<u>Leave Year</u>	<u>Begins</u>	<u>Ends</u>
2026	PP03 – Jan 10, 2026	PP02 - Jan 08, 2027
2027	PP03 - Jan 09, 2027	PP02 - Jan 07, 2028
2028	PP03 - Jan 08, 2028	PP01 - Jan 05, 2029

- B. No later than November 1st of each year management will post a notice on all bulletin boards that will instruct employees with leave

in excess of **520** hours to their credit, that they must use the excess leave by the first day of the new leave year to avoid forfeiture.

ITEM #13 SELECTION OF EMPLOYEES TO WORK ON A HOLIDAY

A. Selection of Employees to Work on a Holiday

1. The following is the order in which employees will be scheduled to work on a holiday or a day designated as their holiday:
 - a. Volunteers, full time, scheduled by seniority, whose regular schedule includes that day.
 - b. All Postal Support Employees (PSE), even if overtime is necessary.
 - c. Volunteers, full time, scheduled by seniority, whose regular schedule does not include that day.
 - d. Non-volunteers, full time scheduled employees, by juniority,
 1. Whose regular schedule includes that day.
 2. Whose regular schedule does not include that day

B. A notice requesting application from volunteers who desire to work holidays during the next calendar quarter shall be posted for fourteen (14) days prior to the end of each quarter. Holidays falling in the first two weeks of any quarter will be included in the previous quarter's posting. Application forms listing each holiday date will be made available in the VMF. In the event an insufficient number of volunteers has signed application to work on a specific holiday, prior to requiring non-volunteers to work their designated holiday or non-scheduled day management:

1. Shall canvas by seniority, qualified excess employee volunteering on their tour as to their availability to work the holiday on another tour consistent with safety and health concerns.

2. May accept, in writing, volunteers for a particular holiday prior to posting the required notice of holiday work assignments
- C. The local Union shall be provided with a list of all volunteers for each holiday.
- D. The above order may be modified by mutual agreement between the parties.

ITEM #14 OVERTIME DESIRED LIST

- A. Two weeks prior to the start of each calendar quarter, full time regular employees desiring to work overtime during the quarter shall place their names on an "Overtime Desired List". Employees shall not be allowed to sign after the first day of the quarter, unless employee is on annual or sick leave during the entire period of posting.
- B. The Overtime Desired List shall be established by sections, with the following sections recognized:
 1. Motor Vehicle Driver
 2. Mechanic
 3. Administrative Support
- C. Three lists will be established:
 1. "B List" for Before Tour
 2. "A List" for After Tour
 3. Non-scheduled Day

Employees may select any combination of the above

- D.
 1. Employees changing scheduled bids and Postal Support Employees (PSE) converted to career status shall submit a written request that is dated to their supervisor, with a copy given to the Craft Director within ten (10) days of their reassignments or conversion of their desire to be added to the overtime list.

2. Any employee who wishes to be removed from the overtime list must do so by submitting a written request to their immediate supervisor. Such request shall become effective immediately after notification has been received, unless employee was previously scheduled for overtime assignments.
- E. Employees with the necessary skills must be selected in order of their seniority on a rotating basis.
 - F. To the extent possible, management will notify employees one (1) hours in advance for overtime assignments.
 - G. Craft employees detailed for forty (40) hours per week to a non-bargaining unit position shall not be allowed to work overtime in a bargaining unit position on the employee's drop days.

ITEM #15 LIGHT DUTY ASSIGNMENTS

To every extent possible the employer shall provide a sufficient number of light duty assignments so as to reasonably accommodate ill or injured employees based on physical or mental restriction of the injured employee.

ITEM #16 METHOD IN RESERVING LIGHT DUTY ASSIGNMENTS

- A. When a Motor Vehicle Craft employee is assigned any temporary or permanent light duty assignment, the President shall receive the following information in writing from the Installation Head or his/her designee.
 1. The name of employee
 2. The assignment to which the employee will be assigned
 3. The general nature of the employee's illness or injury in non-medical terms consistent with privacy and confidentiality requirements.
 4. The physical restrictions of the employee consistent with privacy and confidentiality requirements.

- B. If a Motor Vehicle Craft employee's request for light duty is denied for any reason, then the President shall be notified of the denial and the reason for the denial by the Installation Head or his/her designee.

c.

ITEM #17 IDENTIFICATION OF LIGHT DUTY ASSIGNMENTS

- A. The Installation Head shall not be limited to the assignments list below if mutually agreed to by the President of the Lehigh Valley Area Local.
1. Temporary / Permanent Light Duty:
 - a. The employer must first attempt to provide duties within the employee's own bid assignment provided the employee can perform the core function of the position and such placement shall not disrupt the operation.
 - b. VMF Administrative work (truck cards, clean trucks, and Express Mail)
 - c. To the extent possible, if work is not available in the motor vehicle craft, management will attempt to place the employee across craft lines prior to refusing the employee's request.

ITEM #18 IDENTIFICATION OF ASSIGNMENTS COMPRISING A SECTION

- A. Sections are defined as:
- Administrative Support
 - Motor Vehicle Operations
 - Mechanics

ITEM #20 ANNUAL LEAVE TO ATTEND UNION ACTIVITIES

Annual Leave to attend union activities requested prior to determination of the choice vacation scheduled is not part of the total choice vacation plan.

ITEM #22 JOB CHANGES

Seniority

- A. Management shall provide an updated list(s) to the Motor Vehicle Craft Director on a semi-annual basis. The lists will consist of USPS seniority and a list by level. Management will post a seniority list in the VMF every six (6) months.
- B. Management shall furnish to the Union the name(s) and addresses of new and transferring Motor Vehicle Craft employees, upon their appointment to the Lehigh Valley Facility.

Job Changes and Posting

- A. All permanent changes of basic work week, duty assignments of twenty five percent (25%) or more, or starting time by more than one hour from original posting of the position must be reposted for bid, unless mutual consent between the two parties.
- B. All full time Motor Vehicle Operators' and Tractor Trailer Operators' assignments shall be posted for bids once each calendar year in the month of November. Management shall meet with the MVS Craft Director by October 1st of the same year to discuss bid procedures.
- C. A notice of new vacant assignments shall remain posted for a period of fifteen (15) calendar days
- D. The successful qualified bidder must be placed in the new assignments no later than the beginning of the second (2nd) pay period following the award

NOTES

Know Your Weingarten Rights

In 1975, the Supreme Court, in the case of NLRB v. J. Weingarten, established an employee's right to union representation during investigatory interviews which could result in disciplinary action. Weingarten rights apply only during investigatory interviews where the employee has a reasonable belief that discipline or other adverse consequences may result.

YOUR RIGHTS

Under the Supreme Court's Weingarten decision, the following rules apply to investigatory interviews:

- The employee can request union representation before **or at any time during** the interview.
- When an employee asks for representation, the employer must choose from among three options:
 1. Grant the request and delay questioning until union representation is provided;
 2. Deny the request and end the interview immediately; or
 3. Give the employee a choice of: (a) having the interview without representation or (b) ending the interview.
- If the employer denies the request for union representation and continues the meeting, the employee can refuse to answer questions, or should answer each question with, "*I request union representation as per my Weingarten Rights.*"

These rules apply to **all** investigative interviews including those conducted by:

- Postal management
- Postal Inspection Service (PIS) Agents,
- USPS Office of Inspector General (OIG), and
- Postal Police



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