

**2022**  
**Local Memorandum of Understanding**  
  
**between**  
  
**National Postal Mail Handlers Union**  
**Local 308 Lehigh Valley Branch**  
  
**&**  
  
**United States Postal Service**



### **A. Wash-up Time**

Management recognizes that on occasion an employee may be exposed to dirty working conditions and/or hazardous materials, which may warrant additional wash-up times. A basic wash-up period of five minutes prior to lunch and the end of tour will be given as a regular wash-up period. In cases where the exposure to dirty conditions and/or hazardous materials exists, management will exercise flexibility to allow additional time.

### **B. Emergency Conditions**

1. Both parties recognize that, on occasion, emergency conditions may exist which would encourage the Employer to consider the curtailment of the mail. In such conditions, the Plant Manager or their designee will notify the Branch President or his/her designee of its plan and what steps of implementation are being taken.
2. When local emergency conditions warrant wholesale closing of businesses/other industries and if public transportation is sharply curtailed, management will disseminate the information to employees on duty regarding orders of local authority or as local conditions warrant.
3. Management will devise, implement, and advise employees of standard procedures for dealing with emergencies such as tornado warnings, bomb threats, building lockdowns, and riots.
4. Management will notify employees of the curtailment of Postal Operations at the earliest possible time. Such notification will be by telephone, email, text, and/or available public media such as TV or radio. Employees can call 1-888-363-7462 to find out about facility closings.

### **C. Local Leave Program**

1. For prime vacation bidding purposes, Mail Handler will be divided into two groups according to the seniority list, including Mail Handler

Assistants (MHA's), at the beginning of the leave year. Choice vacation bids are awarded in seniority order, regardless of tour.

2. All Mail Handlers should use the forms available in the Union Office or Supervisors' Office when applying for full weeks during the choice vacation period. Completed forms should be deposited in the appropriate collection box by the deadlines printed on the forms.
3. The leave week begins on Monday and ends on Sunday, unless otherwise stipulated.
4. A notice inviting bids from employees in Group 1 will be posted in the second week of January of each leave year. Group 1 will have two weeks to bid for choice vacations. Within three days of the first group having been awarded their bids, the leave board will be posted to enable the next group to observe the weeks that are open for bidding. Group 2 will then have two weeks to submit their choices. The leave board will be updated within three days of the closing of the second round of submissions.
5. Mail Handlers shall have fourteen days after the awarded posting to submit Form 3971's for their awarded weeks. If Mail Handlers do not submit Form 3971 within the fourteen day period, their annual leave may be denied. Each Mail Handler will receive written notification of their choice vacation period within forty-eight hours after their submission of Form 3971 or such leave will be considered approved.
6. After the two rounds of bidding have concluded and if there are still vacant weeks in or out of the choice period, such weeks will be filled on a first-come basis with seniority being the tie-breaker if bids are received on the same day. All groups must have one bid opportunity before any weeks are awarded to persons failing to submit a bid during the choice bidding periods
7. Any full bid weeks may be surrendered and such full bid weeks shall be posted for five days to all Mail Handlers who are junior to the employee relinquishing the week. The leave board will be updated to reflect all changes.

**D. Duration of Choice Vacation Period**

The Choice Vacation period shall be from the first full week of May through the last full week of September, along with the week in November in which Thanksgiving falls, the first week of December, the weeks of Christmas and New Year's, and the first full week of January. Christmas week shall be December 25<sup>th</sup> through December 31<sup>st</sup>. New Year's week shall be January 1<sup>st</sup> through January 8<sup>th</sup>.

**E. Beginning of an Employee's Vacation Period**

If the employee so elects, they may check the block on the bid sheet which indicates the beginning day of the Mail Handler's vacation period will start on the first scheduled day succeeding the employees drop days.

**F. Choice Vacation Selections of Five or Ten Working Days**

In the choice vacation bidding period, an employee may request two or three consecutive weeks or two selections of either five or ten working days, the total not to exceed the ten or fifteen days that he/she is entitled to in accordance with Article 10 of the National Agreement. The selection of three individual weeks during the choice selection period is prohibited.

**G. Jury Duty and National /State Conventions**

Employees called for jury duty, military service, or attendance at Union meetings/conventions shall not be counted against the allotment for the choice vacation periods.

**H. Maximum Percentages During Choice Vacation Period**

The maximum percentage of employees granted leave in each week during the year will be no less than 13.5% of the total Mail Handler complement, including MHA's, on the rolls at the beginning of each calendar year. Leave numbers will be rounded to the nearest whole number, for example rounded up for .5 or higher and rounded down for .4 or lower.

**I. Official Notice of Vacation Bids**

Each Mail Handler shall receive notification via the vacation bid board for their choice vacation bids. Such notification will be issued three days after the closing of each choice selection round and employees are then responsible for filling out forms in compliance with C5. The board will be updated as necessary to reflect any changes.

**J. Means of Notifying Employees of the Beginning of the New Leave Year**

Notice will be posted on the bulletin boards and time clocks no later than November 1 to notify employees of the beginning date of the new leave year, which shall begin with the first day of the first full pay period of the calendar year.

**K. Incidental Leave and Leave Other Than Choice Vacation Bids**

1. The maximum percentage of employees granted annual leave on each tour will be no less than 13.5% of the scheduled Mail Handlers per tour, including MHA's, on the rolls at the beginning of each calendar year. Leave numbers will be rounded to the nearest whole number, for example rounded up for .5 or higher and rounded down for .4 or lower. Leave numbers will be signed off on at the beginning of each year and will be reevaluated/adjusted during the calendar year by the Plant Manager and Branch President as necessitated by any staffing complement or job alterations. Tour limits can be exceeded at management's discretion.
2. Section is defined as tour when dealing with leave for Mail Handlers.
3. Military leave, FMLA, long-term medical absences, non-bargaining unit details, and Union business will not count against book limits.
4. When an employee changes bids or status (conversion, transfer), their approved leave remains intact and transfers to their next assignment.

5. Applications for annual leave of eight hours or less must be properly submitted. Properly submitted is defined as the immediate supervisor having initialed and annotated the date and time received in the “signature of supervisor” and “date notified” blocks of the Form 3971. Any properly submitted request not answered within two hours will be considered approved, unless the employee waives the time limits.
6. Except in emergencies, properly submitted requests on Form 3971 or annual leave of more than one day but less than a week must be submitted two days prior to the first day requested. Approval or disapproval must come within twenty-four hours when this condition is met, otherwise the request will be considered approved, unless the time limit has been waived by the employee.
7. Incidental leave requests will be on a first-come, first-served basis with seniority being the tie-breaker for coinciding duplicate requests.
8. Leave requests to conduct Union business (Code 84) will not be unreasonably denied.
9. Mail Handlers are guaranteed their birthday off if they so desire, as long as they use their own annual leave and apply for it at least thirty days in advance.
10. The book limits will be expanded by 3 people per tour for the following days: Super Bowl Sunday, Valentine’s Day, Easter Sunday, Mothers’ Day, Fathers’ Day, and Halloween.

**L. Overtime Desired Lists**

1. The Overtime Desired Lists will be established by tour.
2. Employees desiring overtime may sign to have their names put on the “A” list (for after-tour overtime), the “B” list (for before-tour overtime), or the “C” list (for non-scheduled days). If a Mail Handler changes shifts, bids, or is transferred or converted they shall have ten days from their effective date of placement to put add their names to the desired lists.

3. To enhance job satisfaction and to promote a safe and productive workforce, full-time regular employees will not be required to work more than eight hours on a non-scheduled day or more than ten hours on a regularly scheduled day, except in December or in the case of an emergency as defined in Section 1.6 of the National Agreement. An employee may volunteer to exceed these limitations.
4. Management shall notify employees as far in advance as possible, defined as one hour, when overtime is available and required. No employee, including MHA's, shall be required to work overtime unless a one hour advance notice is given. This is not in effect during the month of December or in "emergency situations" as defined in the CBA. An employee may voluntarily waive the notification requirement. A general notification, such as an intercom announcement, the word of a coworker or a blanket policy does not qualify as individual notification by management.
5. Any Mail Handler on the ODL may remove their name from the list by notifying management and the Union in writing at least twenty-four hours in advance. Mail Handlers must work any overtime that is already scheduled.
6. Management will not penalize Union officials on official Union business from working overtime.
7. Mail Handlers on leave during the sign-up period upon return shall be given three days to sign the desired overtime lists.

**M. Light Duty Assignments**

1. Flat prepping
2. Reject line at the HSTS
3. Scanning on the docks
4. Damaged mail in the 010
5. Sweeping trailers

6. Facing at the induction and semi-auto induction at APPS
7. Any additional information and duties that vary per tour can be arranged by the MDO and a steward or by the Plant Manager and the Branch President.
8. No light duty assignment shall adversely affect a regularly assigned member of the craft.

**N. Method of Reserving Light Duty Assignments**

1. The parties recognize their responsibility to aid and assist employees who through injury or illness and unable to perform their regularly assigned duties. The Plant Manager shall show consideration for these employees, giving each request the careful consideration on each tour. Management, if work cannot be found on that individual's tour, can then offer a tour where work is available. The providing of an opportunity of reassignment will be contingent upon:
  - The availability of appropriate work within the employee's limitations
  - The assignment not adversely affecting any member of the regular workforce
2. To the greatest extent possible, the Employer will keep the light duty assignment as close as possible to the employee's regular work hours, tour, and facility.
3. If it is determined that additional assignments need to be identified during the term of the Local Memorandum, allowances will be made to discuss these issues between the Union and the Employer.
4. Efforts should be made to identify situations in which a Mail Handler's current duty assignments will be modified to meet their medical restrictions.
5. At regularly scheduled Labor/Management meetings, the topic of additional light duty assignments is appropriate, if so required.

**O. The Identification of Assignments To Be Considered Light Duty**



1. Light duty assignments shall be established commensurate with the needs of the Service and within the limitations of the particular disability, but not to the detriment of any full-duty member of the workforce holding that bid job.
2. The Branch President will be notified of the action taken on all light duty requests by Mail Handlers and any light duty assignments of Mail Handler work to employees from other crafts.
3. See Section M for suggested light duty jobs for Mail Handlers; Mail Handlers can be moved around light duty assignments to achieve eight hours of work within their restrictions and to avoid disrupting bid jobs.
4. If it is determined that additional assignments need to be identified during the term of the Local Memorandum, allowances will be made to discuss these issues between the Union and the Employer.

**P. The Identification of Assignments Comprising a Section When It is Proposed To Reassign Within an Installation**

Section is identified as Tour.

**Q. The Assignment of Employee Parking Spaces**

Parking is on a first-come, first-served basis. No designated spots, other than for handicapped employees or licensed government vehicles, will be reserved unless negotiated with the Union.

**R. The Determination as to Whether Annual Leave for Union Activities Counts**

See K3.

**S. Additional Article 12 and 13 Items**

1. What constitutes a significant change to require reposting shall be determined on a case-by-case basis and shall not conflict with the National Agreement.

2. Management and the Union will meet to discuss vacant and newly created bid positions prior to their posting. The Union will be notified in writing of any decision to revert a position. Vacant jobs will be posted within twenty-eight days of them being vacated.
3. All vacant or newly established duty assignments shall be posted for bid within ten days after a determination has been made that the position will not be reverted; the period of posting during which eligible employees may bid will be ten days.
4. The bids shall include the duty assignment and all other information as outlined in Article 12 Section 12.3D.
5. Within ten days after the closing date for the posting, the Plant Manager shall post a notice stating the successful bidder. The successful bidder will be placed into their new assignment within fifteen days after the closing date of the posting, except in December. Bids awarded in December will take effect no later than the second week of January.
6. Job bids will be posted once and will be filled in accordance with the applicable National Agreement MOU if they are residual.

**T. Local Implementation of Seniority, Reassignments, and Posting**

1. Copies of bid notices and bid awards shall be provided to the Branch President.
2. Seniority and relative standing lists shall be provided to the Branch President every quarter.
3. Copies of all posted notices affecting the Mail Handler craft shall be sent to the Branch President.
4. Mail Handlers working their non-scheduled day or holiday are entitled to work their bid job, as long as it is available. There is no guarantee of working their bid job on before/after tour overtime, but the courtesy may be extended to level 4 bid holders. Higher level bid holders do not automatically get to do their jobs on early/late overtime; the jobs must be canvassed in seniority order for the tour.

5. The movement of employees will be by juniority. When the situation arises to move an employee from a work area, the following will be the order of reassignment:
  - a. Employees from other crafts
  - b. MHA's
  - c. Mail Handlers on early/late overtime
  - d. Mail Handlers on a change of schedule from another tour
  - e. Full-time Flexible Mail Handlers
  - f. Non bid-holding Mail Handlers on straight time by juniority
  - g. Bid-holding Mail Handlers on non-scheduled days
  - h. Bid-holding Mail Handlers on holiday/straight time by juniority
6. Mail Handlers reporting to work unscheduled after the eight unit leeway lose entitlement to higher-level detail assignment opportunities and choice of rotational placements, at that time. If an opportunity arises later in the shift, the Mail Handler must be offered it in seniority order.
7. Mail Handlers reporting to work unscheduled up to an hour late maintain their right to their bid jobs. Any Mail Handler reporting later than one hour loses their right to their bid job unless the leave was scheduled and pre-approved. Such Mail Handlers retain their seniority for overtime and future higher-level assignments. Late Mail Handlers may not be replaced on their bids by MHAs, FTFs, or overtimers from other tours.
8. Any full-time regular employee detailed to a higher level position for four hours or more will be paid for eight hours.

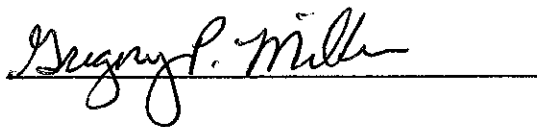
**U. Holidays and Local Policies**

1. Notice shall be posted for ten days on the employees' bulletin board inviting any full-time regular Mail Handler desiring to work their holiday/designated holiday and/or their non-scheduled days that are part of the designated holiday period to submit their volunteer request via the forms provided in the SDO office. The forms should be submitted into the appropriate box no later than two weeks before the week in which the holiday falls.

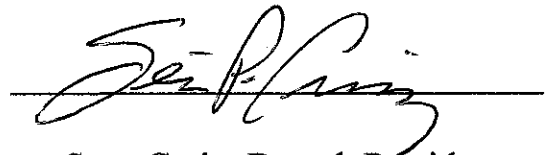


2. Management and the Union will meet in an attempt to minimize the number of employees mandated to work the holiday period.
3. The holiday posting will be posted in accordance with Article 11 of the CBA.
4. Mail Handlers who fail to sign up during the holiday sign-up period, but still wish to volunteer for their holiday/designated holiday/non-scheduled days included during the holiday period may submit a "buck slip" to the Union no later than 1500 the day after the holiday list is posted. The NPMHU and USPS representatives will meet and review the slips and the staffing on Friday morning and notify any affected employees of changes to the schedule. No employee will be permitted to volunteer or be granted off after those revisions are made.
5. No Mail Handlers will be assigned to the detail of a 204B on any mail Handlers' designated holiday when full-time regulars are being forced in. Any such detail will result in a one-for-one payment of four hours at the straight-time rate to the senior Mail Handler(s) mandated in on each forced tour.
6. The full-time regular Mail Handlers at Lehigh Valley will be offered a No-Lunch policy. Mail Handlers will be permitted to either report to work a half hour later or leave work a half hour earlier by not taking an off-the-clock lunch. Employees will submit a one-time form to elect the no-lunch policy. Mail Handlers electing to participate in this program will get two fifteen minute breaks during an eight hour shift. No wash-up period is associated with either break period. Management reserves the right to discipline employees for violating this policy and may end the practice for those employees who are found to abuse the privilege. Management and the Union will meet and discuss the repercussions for employees abusing the privilege.
7. Mail Handlers will receive two fifteen minute breaks in an eight hour shift. Any Mail Handler working ten hours in a day will be entitled to another ten minute break, and any Mail Handler working twelve hours in a day will be entitled to two ten minute breaks. None of these breaks can be "stacked" to make one longer break.

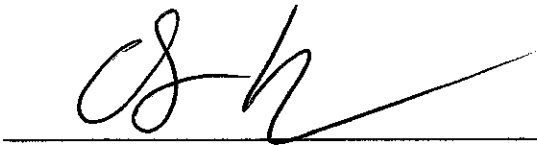
This Memorandum of Understanding is entered into on July 12<sup>th</sup>, 2023, at 1043, between the representatives of the United States Postal Service and the designated agent of the National Postal Mail Handlers Union, a Division of the Laborers International Union of North America, AFL-CIO, pursuant to the Local Implementation Article of the 2022 National Agreement. This Memorandum of Understanding constitutes the entire agreement on matters relating to local conditions of employment.



Gregory Miller, Plant Manager



Sean Craig, Branch President



Dylan Coopersmith, Manager In-Plant



Floyd Steinmetz, Chief Steward

