

Memorandum of Understanding

This Memorandum of Understanding entered into on October 07, 1991 between the representatives of the Whitehall 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 1990 National Agreement. This Memorandum of Understanding constitutes the entire agreement on matter relating to conditions of employment.

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Article VIII HOURS OF WORK

1. Implementation of two break periods, one in the morning and one in the afternoon, each lasting ten (10) minutes. Management will determine the time of the breaks, pursuant to the need of the service.

The following is the method to be used when determining the amount of breaks each clerk is entitled to:

6 hrs → 1 break
 8 hrs → 2 breaks
 spilt shift → 2 breaks

2. It is the position of the U.S. Postal Service that any clerk should be granted such time as is reasonable and necessary for washing up after performing dirty work or incidental to personal needs as currently established.
3. An overtime desired list will be established by section. Any clerk desiring to be added to the overtime desired list must notify management in writing prior to the beginning of each quarter (October, January, April, July).
4. 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.
5. Overtime hours for part-time flexibles will be distributed with equity.
6. Management will attempt to notify affected clerks at least one (1) hours in advance if they will be required to work overtime.
7. Split-shifts for part-time flexible employees must be avoided whenever possible, based on staffing available.

ARTICLE X ANNUAL LEAVE

1. Choice Vacation Periods will be:
 - a. Week of March 1st up to and including the first week in December.
 - b. The movable week between Christmas and New Years.
2. The vacation week for Clerks shall begin on Monday and end on Sunday.
3. Annual Leave desired prior to March 1st is on a “first come, first served” basis.
4. During the first circulation of the leave calendar, a clerk may, at his/her option, select two (2) selections during the leave year in units of either five (5) or ten (10) working days, the

total not to exceed the ten (10) or fifteen (15) days. Selections shall be made by seniority.

5. The remainder of the employees Annual Leave shall be chosen by seniority by means of a second circulation of the vacation schedule. The clerk shall be entitled to pick any vacant weeks of the leave year to which his Annual Leave balance entitles him/her.
6. Selections for vacation periods shall commence January 1st each year. Annual Leave selection for both "choice" and other periods shall take place prior to the last day of January.
7. Clerks wishing to cancel vacation choice shall give at least fourteen (14) days of advance notice to the supervisor in charge of the clerk unit. Canceled vacation choices shall be canceled by the full week, as chosen, and shall be bid on as a full week. Such canceled vacation choices shall be posted for a period of seven (7) days and then awarded to the senior bidder, junior to the person canceling.
8. Request for Annual Leave of less than one week shall be submitted no more than fourteen(14) days prior to the leave requested. Such request to be honored or denied within seventy-two (72) hours as far as practical.
9. The employee vacation choices shall be approved as posted on the vacation schedule. This is to take place of official notice to each employee of the vacation schedule approved for him/her.
10. Jury duty shall not be charged to the Choice Vacation Period.
11. Part-time flexible employees will only be required to use the amount of Annual Leave that they would have been normally scheduled to work during that day or week.

ARTICLE XI HOLIDAYS

1. Any clerk requesting to work a holiday must notify the Postmaster in writing prior to the holiday posting.
2. The following is the order in which qualified employees will be scheduled to work on a holiday or a day designated as their holiday:
 - a. Casuals, even if overtime is necessary.
 - b. Part-time flexible employees, even if overtime is necessary.
 - c. Volunteers on their designated holiday, by seniority.
 - d. Volunteers on their non-scheduled day, by seniority.

- e. Non-volunteers:
 - 1) on their designated holiday, by seniority.
 - 2) on their non scheduled day, by seniority.

ARTICLE XIII ASSIGNMENT OF ILL OR INJURED EMPLOYEES

1. In the event a clerk requests a light duty assignment, management must contact the President, Lehigh Valley Area Local to discuss such request.
2. Requests for light duty will be granted providing there is productive work available, which is within the physical limitations of the employee.
3. No request for light duty from another craft will be approved prior to management contacting the President and discussing the length of the assignment, physical restrictions and possible alternatives.

ARTICLE XVII LABOR / MANAGEMENT

1. Labor / Management meetings will be held at the request of either party as needed / monthly.
2. An agenda for such meeting must be furnished by the party requesting the meeting no later than three (3) days prior to the meeting.
3. 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.
4. Management will grant the Union 15 minutes on the clock time to address clerks in the office, on a semi-annual basis.
5. Management will meet with the Union as needed / semi-annually to discuss safety / health issues in the office.

ARTICLE XIX PARKING

1. Management will continue parking practices as they have in the past.

**ARTICLE XXXI GUIDELINES FOR CURTAILMENT OR TERMINATION OF
POSTAL OPERATIONS**

1. It is recognized by Labor and Management that on occasion emergency conditions may exist which would encourage the employer to consider curtailment of mail. In cases of such emergencies, the employer shall take into consideration such factors as the safety and health of its employees, its obligations to its customers, Acts of God, local emergency conditions.

In the event that postal Operations are curtailed or terminated, the employer must attempt to notify affected employees by whatever means are available to them.

ARTICLE XXXVII POSTING AND BIDDING

1. Management will provide the President, Lehigh Valley Area Local a copy of any job posting, abolishment notice, reversions or changes to present positions.
2. If the duties of a bid job are changed to the extent of twenty-five percent (25%) or more from the original posting, such job must be re-posted for bid, unless mutually agreed by the President and management.
3. If the starting time of a bid job is changed by more than one and one half (1 ½) hours from the original starting time, such bid job must be re-posted for bid.