

LOCAL MEMORANDUM OF UNDERSTANDING

FOR THE

CLERK CRAFT

AT THE

LEHIGH VALLEY POSTAL FACILITY

Between

Lehigh Valley Area Local

American Postal Workers Union, AFL-CIO

And the

United States Postal Service



This Memorandum of Understanding, entered into in **January 2026**, by and between representatives of the United States Postal Service and the designated agent of the Lehigh Valley Area Local of the American Postal Workers Union, AFL-CIO, pursuant to the local implementation provisions of the **2024 - 2027** National Agreement.



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Article 30

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ITEM #1 WASH UP TIME

All clerk employees covered by this Memorandum of Understanding shall be entitled to a five-minute wash-up time, before lunch and again before the end of their tour of duty. This time will be authorized on the clock.

ITEM #2 FIXED OR ROTATING DAYS OFF

Management shall make an effort to establish bid jobs with two (2) consecutive days off with the emphasis on Saturday and Sunday as the non-scheduled days when practical. The Manager, Processing and Distribution shall meet with the Local President prior to establishing bid jobs with split days off.

1. The Manager, Processing and Distribution, and the Local President may mutually agree to the rotating of non-scheduled days within a section, tour or facility, if they so desire.

ITEM #3 GUIDELINES FOR CURTAILMENT OF POSTAL OPERATIONS

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, its customers, Acts of God, and local emergency conditions.

1. Prior to taking any action to curtail the mail, the employer will make every effort to notify the President of the Local Union or a shop steward on the floor of its decision and plan of implementation.
2. 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.

ITEM #4 FORMULATION OF LOCAL LEAVE PROGRAM

1. Application for Incidental Annual Leave for weeks, days, or hours not awarded through choice vacation period:
 - a. Clerks requesting leave for the period of:
 1. January 1st through the week prior to the Memorial Day week can make such requests between September 1-14th of the **preceding** year. Approval / disapproval of requests submitted under (a) above must be done no later than October 1st and will be decided by sectional seniority.

Leave requests for this period submitted after October 1st will be approved on a first come / first served basis.

2. Memorial Day week through December 31st of the year can make such requests between March 1-14th of the current year. Approval / disapproval of requests submitted under (c) above must be done no later than April 1st and will be decided by sectional seniority.

Leave requests for this period submitted after April 1st will be approved on a first come / first served basis.

- b. **Incidental leave** requests properly submitted after the submission dates in 4.1.a.1 and 4.1.a.2 that are submitted within seventy-two (72) hours of the requested leave must be approved / disapproved within two (2) hours after being properly submitted. In the event that the 3971 has been properly submitted and the employee has not been notified of the request's approval / disapproval within the two (2) hour limit, the Annual Leave will be considered approved.

All other requests properly submitted under (a.1) and (a.2) above must be returned prior to the employee's end of tour on the workday following submission, or the leave will be considered approved.

[NOTE: properly submitted is defined as the immediate supervisor having initialed and annotated date and time received in the "Signature of Supvr.", and "Date notified" blocks on Form 3971]

- c. On those occasions when a clerk requests, and is approved, for less than eight hours of leave, the remaining hours of the tour will be available for other clerks to utilize leave.
- d. The percentage of employees off by tour, and section, is 13%. The **minimum** number of employees allowed off on incidental leave is 13% of the employees scheduled to work, by section, on each separate day. Sections are defined as:

<u>Tour 1</u>	<u>Tour 2</u>	<u>Tour 3</u>
Automation	Automation	Automation
FSM	FSM	FSM
Manual	Manual	Manual
SIPS	SIPS	SIPS
Administrative	Administrative	Administrative
Bulk Mail	Bulk Mail	Bulk Mail
Window	Window	Window

- Any fraction amount will be considered another person (i.e. - 2.1 would be 3 people off)
- Postal Support Employees (PSE) on all tours will be considered within the section normally worked based on level and qualifications.

[NOTE: The use of the term “section” as used throughout items of this agreement that relate to requests for Annual Leave is to be construed as having relevance only for the purpose of determining the numbers / percentages of employees to be granted Annual Leave.]

- e. All unscheduled leave will be included in the percentages above for a particular day (i.e. sick leave, jury duty, military, emergency annual leave. Union activities will be included in the percentages but will not be restricted when the percentage is met)

Long-term absences in excess of 21 days will not be charged for or against the percentages in any section.

In addition, the combination of scheduled leave during the Choice Vacation Period and incidental leave shall not exceed the percentages above **except as noted in Item 5.2.**

- f. Annual Leave, once approved, must be honored regardless if the employee changes section / tour.
- g. If an employee is in an acting supervisor detail (204b), and it is anticipated that he/she will be utilized throughout the period covered by the PS Form 1723, such employee will not have his/her incidental leave counted toward the clerk craft percentages as provided in section 4.1.d.
- h. **Incidental leave requests of employees** whose start time falls within the time identified below will be considered by the tour listed.

<u>Tour 1</u>	<u>Tour 2</u>	<u>Tour 3</u>
2000 - 0359	0400 – 1159	1200 - 1959

- i. The parties shall meet no later than January 5th each leave year to identify the number of employees that will be allowed off in each section, based on 4.1.d above. Either party may request to meet and recalculate the number of employees that will be off in each section, based on 4.1.d during the months of April, July and October each year.

- j. Employees in Non-Traditional Full-Time assignments who request a full day of leave will be approved for the amount of hours they are scheduled on that day, subject to the leave percentages in 4.1.d.
2. Once Annual Leave has been granted or approved by management, the same may not be rescinded by any supervisor except in an emergency as declared by the Manager, P&DC Operations.
3. **Choice Vacation** Annual Leave selections shall start **no later than** the last day of January (each year) unless extended by mutual agreement.
4. If a major problem arises during Choice Vacation bidding, upon written request from either signature party, all further bidding shall cease for five (5) days or less until the problem has been resolved between the parties at the local level. The selection period for submission of all other bids shall be extended accordingly.
5. Requests for Annual Leave may be made over the telephone. Such request may be made no sooner than two hours prior to the start of the employee's tour. Telephone requests for Annual Leave will be approved /disapproved based on the procedures of Item #4-1.
6. **Approved incidental leave may be relinquished by submitting the request, in writing, and must be done at least 72 hours in advance of the date the leave was to begin. Requests to relinquish leave submitted less than 72 hours in advance will not be honored and the Clerk will observe the time off.**

ITEM #5 DURATION OF CHOICE VACATION

1. The Choice Vacation Period will be from the week of Memorial Day up to, and including, the week in which Labor Day falls. In addition, the Choice Vacation Period shall also include the weeks of Thanksgiving, the week after Thanksgiving, and the period of December 26th through January 1st each year.
2. Percentages by tour and section shall be the same as those identified in 4.1.d, with the exception of the July 4th week, and the period of December 26th through January 1st each year when the percentage shall be increased to 15%.
3. Any extended approved leave which occurs during, or enters into, the Choice Vacation Period will be included as part of the above prescribed percentages.

ITEM #6 BEGINNING DAY OF EMPLOYEES VACATION

1. The vacation week for clerks shall begin on Monday and end on Sunday, or at the option of the employee, shall begin the day after the employee's non-scheduled day, provided the 13% limit is not exceeded.

ITEM #7 VACATION SELECTIONS

1. In the first round of bidding, an employee may, at his/her option, request two (2) or three (3) consecutive weeks or two (2) selections in units of either five (5) or ten (10) days. Selection of three (3) individual weeks in the first round of bidding will not be permitted. Bidding during this round will be by seniority without regard for sections. In the following non-mail processing areas, (i.e., Bulk Mail, Window and **Administrative**) clerks will be awarded choice vacation weeks by seniority with no more than fifty percent (50%) of those clerks in each **section** being awarded choice vacation per week. Any fraction amount greater than .5 will be considered another person. All subsequent rounds will be by seniority as defined in 4.1.d.
 - a. Employees who earn 13 days Annual Leave per year shall be granted up to ten (10) days of continuous Annual Leave during the choice period. The number of days of Annual Leave, not to exceed ten (10) shall be at the option of the employee.
 - b. Employees who earn 20 or 26 days of Annual Leave per year shall be granted up to fifteen (15) days of continuous leave during the choice period. The number of days of Annual Leave, not to exceed fifteen (15) shall be at the option of the employee.
 - c. Postal Support Employees (PSE) will bid for the week of their five-day break in service by ranking, by tour. Management will supply the Union with a list of weeks that PSE's will be permitted to break. The Union will administer the bidding process. No PSE will exceed 360 days per appointment.
2. Postal Support Employee's (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.

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 week.

3. A completed Form 3971 for each successful bid week during the Choice Vacation Period must be submitted no later than 20 calendar days from the date of the final bid award posting. Failure to do so could result in the

forfeiture of the leave week. Management will act on all submitted PS Form 3971s within 20 days of the final submission date.

4. 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 request shall be in writing and submitted for union approval or disapproval to the President or Clerk 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 for a period of five (5) days. Only clerks who are junior to the most junior clerk awarded the choice vacation week shall be permitted to bid on the vacation week. The only exception to the posting of a week is if a clerk was denied a vacation bid due to his/her section being full. In that case the week becomes available within the denied clerk's section, first opportunity will be given to that clerk.
5. Management may consider all approved Annual Leave as "committed leave" when considering approval of additional leave requests.

ITEM #8 JURY DUTY & NATIONAL / STATE CONVENTIONS

1. Jury duty shall not be charged to the Choice Vacation period. Any employee who is called for jury duty during his/her original scheduled vacation period shall be allowed another choice vacation period. All rules of the bidding procedure as they pertain to the limits allowed in item 4.1.d will be in force when another choice is being made.
2. Delegates of the Lehigh Valley Area Local shall not have attendance at National or State conventions charged to the Choice Vacation period.

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

1. With the exception of Item 5-2 above, the maximum number of clerks who will be granted leave during the Choice Vacation Period will be thirteen percent (13%) of the clerical complement on the rolls at the beginning of the leave year. The percentage and composition of employee types will be identical to those sections identified in 4.1.d.

ITEM #10 ISSUANCE OF OFFICIAL NOTICES

1. At the conclusion of each round of bidding and final round of bidding, management will post official notices of awarded bid weeks on the vacation board.

ITEM #11 NOTIFICATION OF NEW LEAVE YEAR

1. Management will place a permanent posting on the employee bulletin board indicating the date of the new leave year(s).

Leave Year	Begins
2026	PP03 – Jan 10, 2026
2027	PP03 – Jan 09, 2027
2028	PP03 – Jan 08, 2028

2. No later than November 1st of each year, management will post a notice on all bulletin boards that will instruct all 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 #12 PROCEDURES FOR ANNUAL LEAVE APPLICATIONS

Refer to ITEM #4

ITEM #13 SELECTION OF EMPLOYEES TO WORK ON A HOLIDAY

1. The following is the order in which qualified employees will be scheduled to work on a holiday or 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.
 - e. For the purpose of holiday scheduling, mail processing will a separate section and the following non-mail processing areas will each be a separate section: Bulk mail; window; and administrative offices.
2. The parties will meet prior to November 14th each year to establish Holiday Volunteer Sign-Up Periods for the upcoming year. These periods will be as close to the holiday(s) as possible and still allow management sufficient time to complete the holiday schedule. Employees may at their option, volunteer to work their holiday, non-scheduled, or both. Employees may also volunteer

to work their holiday and/or non-scheduled day on another tour, but are required to volunteer for their own tour to exercise this option. Applications listing each holiday date will be made available in the MDO's office. There will be no additions to the Holiday Volunteer List outside the sign-up period.

- a. Management is prohibited from working any employee in a non-bargaining unit position during any tour on which there are non-volunteers scheduled to work that tour.
3. The Union shall be provided with a list of all volunteers as soon as possible after the Holiday Sign-Up Period.
4. Management will attempt to apply the leave percentages to the holiday / designated holiday in allowing clerks off for the holiday, prior to granting annual leave.

ITEM #14 OVERTIME DESIRED LIST

1. In the first **three** weeks (1st through **21st**) of the months of March, June, September and December employees may:
 - a. Place their names on the Overtime Desired Lists, or
 - b. Add or make changes to their current Overtime Desired List selections.

Employees already on the Overtime Desired List are not required to re-sign each quarter. Their Overtime Desired List selections will be carried over indefinitely, or until such time as they make changes.

Employees shall not be allowed to sign or make changes to their Overtime Desired list selection outside the described time frame listed above, unless absent during the entire period of posting, or under the provisions of Item #14-4. Any problems arising from the posting of the list will be resolved by the parties at the local level.

2. The Overtime Desired List shall be established by section and tour.
3. Three Lists will be established:
 - a. After Tour
 - b. Before Tour
 - c. Non-Scheduled Day

Employees may select any combination of the above.

4. Additions to, and deletions from, the Overtime Desired list:
 - a. Employees assuming new positions and Postal Support Employees (PSE) converted to career shall submit, in writing, within **twenty-one (21)** days of their reassignment or conversion, their desire to be added to overtime desired list.
 - b. Any employee who wishes to be removed from the overtime desired list must do so by submitting a written request to his/her supervisor. Such request shall become effective the day after notification has been received, unless the employee was previously scheduled to work overtime.
5. Opportunities for overtime will be offered by tour and section. Employees on the overtime desired list (**OTDL**) shall be selected in order of seniority on a rotating basis, based on skill and qualifications.
 - a. **For the purpose of the OTDL, Mail Processing and Non-Mail Processing shall be considered separate OTDLs with sections, on each tour, being defined, as:**

Mail Processing Sections:

- Automation (**Includes DBCS/DIOSS, AFCS and LCREM**)
- FSM
- Manual (**includes manual letters, flats and racks; Priority Mail; Express Mail; Registry; Nixie; ACDC/AAA; Caller Service; LV Box; Sharps; Business Reply/Postage Due; and other jobs which do not fall in the other sections**)
- **SIPS**
- **Expeditors and Lead Clerks, on all tours, will be included in the OTDL sections** where they normally work

Non-Mail Processing Sections:

- Bulk Mail Unit,
 - Window,
 - **Administrative Areas (includes: General Clerks, Quality Control, Mail Flow Controller, Safety, Lead Clerk (assigned to TACS/Timekeeper), PEDC, Procurement, ODIS, MODS, etc. . .)**
- b. Within ten days of the establishment of any new sections, not already provided for in this agreement, the parties will meet and add such section to the list.

- c. The parties recognize that there will be clerk bid positions that are unique and may not fall within any particular section. In such cases the parties will meet to discuss each particular situation and place the bid position within a section. Any disputes involving which OT section a clerk belongs to will be resolved by the local parties.
 - d. If a **sectional list is exhausted and** additional staff is needed, employees outside the section from the same tour shall be utilized, by seniority on a rotating basis.
 - e. If a sufficient amount of qualified employees is not available from one tour, they shall be drawn from the remaining tours, based on qualifications and/or skills, consistent with the health and safety concerns, before mandatory overtime is called. The use of other available employees is not intended to circumvent the before and after tour lists.
 - f. **Clerks with Non-Mail Processing bids may be scheduled for overtime in Mail Processing sections but only after all Mail Processing Clerks on the OTDL have been scheduled to the maximum extent possible.**
6. Call-ins shall be notified at least two hours in advance whenever practical. No employee on duty shall be required to work overtime unless given one (1) hour notice except in unforeseen circumstances or a combination of circumstances which calls for immediate action.
7. Seniority for Full-Time Regulars on overtime will apply as follows:
- a. Clerks on overtime may not displace a clerk working his/her PAA during his/her regular hours. However, within the work area the senior person, regardless of overtime status, has job preference. Within the work area management may require a clerk on overtime to work his/her PAA, but may not displace a **straight time** clerk working his/her PAA.
 - b. If a clerk must be reassigned to another work area, the overtime clerk will be moved first, by juniority.

ITEM #15 NUMBER OF LIGHT DUTY ASSIGNMENTS

- 1. Management will make a reasonable effort to provide a sufficient number of light duty assignments so as to reasonably accommodate ill or injured employees, based on physical or mental limitations /restrictions of injured employee.

ITEM #16 METHOD IN RESERVING LIGHT DUTY ASSIGNMENTS

1. Before the Installation Head reserves any additional temporary or permanent light duty assignments, he/she shall consult with the Local President. All additional assignments shall be identified and reserved.
2. No employee from any other craft shall be granted light duty in the Clerk Craft unless the Local President / union steward is notified. Management will provide the following information to the Local President within three (3) days of the assignment.
 - a. The name of the employee.
 - b. The assignment to which the employee will be assigned.
 - c. The general nature of the employee's illness or injury in non-medical terms.
 - d. The physical restrictions of the employee.
3. When a Clerk Craft employee is assigned **to** any temporary or permanent light duty assignment, the Local President shall receive the following information, in writing, from the Installation Head or his/her designee:
 - a. The name of the employee.
 - b. The assignment to which the employee will be assigned.
 - c. The general nature of the employee's illness or injury in non-medical terms.
 - d. The physical restrictions of the employee.
4. **Temporary light duty assignments should not exceed thirty (30) days unless a mutually agreement is reached between the Local President and the Postal Service. Nothing, herein, prohibits employees from submitting a new light duty request with updated documentation.**
5. If any Clerk Craft employee's request for light duty is denied for any reason, the Local President shall be notified of the denial, and the reasons for the denial, by the Installation Head or his/her designee, in writing.
6. Application of the above will be consistent with privacy and confidentiality requirements.

ITEM #17 IDENTIFICATION OF LIGHT DUTY ASSIGNMENTS

1. The Installation Head shall not be limited to the assignments listed below if mutually agreed to by the Local President, and other permanent or temporary light duty assignments are necessary for the proper carrying out of the general policy procedures of the National Agreement, Article XIII and Item 15 of the Local Memorandum of Understanding.
2. 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. General Office Clerk
 - c. Letter Cases
 - d. Flat Cases
 - e. Quality Control Clerk
 - f. Nixie Clerk
3. Normally, if a light duty assignment is available on the clerk's own tour, he/she will not be moved.

ITEM #18 ASSIGNMENTS COMPRISING A SECTION

1. Sections for the purpose of excessing within the facility for the Clerk Craft will be by tour, with the following exceptions:
 - a. Clerks with window services as principal assignment area will be considered a separate section by tour.
 - b. Clerks with bulk mail acceptance responsibilities as principal assignment area will be considered a separate section by tour.

ITEM #19 ASSIGNMENT OF PARKING SPACES

1. First consideration shall be given to the allocation of space for handicapped employees.
2. An adequate number of parking spaces will be reserved for special medical conditions. Employees must apply for these spots.
3. An adequate number of parking spaces will be reserved for motorcycle parking.

ITEM #20 ANNUAL LEAVE TO ATTEND UNION ACTIVITIES

1. Annual Leave to attend union activities granted prior to the choice vacation period will be counted in the percentage in Item 9 of the memorandum.

ITEM #21 OTHER ITEMS SUBJECT TO NEGOTIATIONS

21-1 HOURS OF WORK

1. Postal Support Employees (PSE) shall be informed as soon as possible if their tour of duty will end within six (6) hours.
2. Postal Support Employees (PSE) whose tour will not exceed six and one half (6 ½) hours, may be worked without a lunch break, but only if the tour will end after 6 ½ hours.
3. A break should not immediately precede a lunch break or end tour. **Breaks should not be combined or “stacked”.**

21-2 SENIORITY LIST

1. Management shall provide an updated seniority list(s) to the Clerk Craft Director on a semi-annual basis. A list of USPS seniority and a list by craft level will be provided.

ITEM #22 SENIORITY / REASSIGNMENTS AND POSTING

22-1 JOB CHANGES AND POSTING

- a. Management shall make an effort to establish jobs with two (2) consecutive days off with the emphasis on Saturday and Sunday as the non-scheduled days when practical.
- b. No change in non-scheduled days or duties shall be made to any existing bid job without prior consultation with the Clerk Craft Director and/or President of the Local Union.
- c. If the duties of a bid job are changed to the extent of twenty-five percent (25%) or more from the original posting, such bid job will be re-posted for bid, unless a mutual agreement is reached between the Local President and the Postal Service.
- d. Any position that has a total of more than 1 ½ hours change in starting time from the original bid posting, must be re-posted for bid.
- e. Any incumbent whose starting time is changed more by than an hour but less than 1 ½ hours has the option of accepting the assignment. If the

incumbent refuses the position, it will be posted for bid and the clerk will become an unassigned regular.

- f. A notice for vacant assignments shall remain posted for a period of 15 calendar days.
- g. The successful qualified bidder must be placed in the new assignment within 15 days, except in the month of December.
- h. Postings of abolishment, next senior bidder, or reversion will include a description of the position and of the action being taken.

22-2 DETAILS

- a. When management determines the need to fill a temporary craft vacancy, management will post the detail for bid to the clerk craft for a period of seven (7) calendar days. This applies only to assignments exceeding two weeks in length.
- b. The senior applicant possessing the minimal qualifications for the position will be chosen. Those positions listed as best qualified will be filled with the best qualified applicant. The only exception would be if assigning such clerk would have an adverse impact in the area normally worked, causing utilization of overtime or delaying mail. Once identified the clerk will be placed in the detail.
- c. The length of each detail must not exceed 180 days. A clerk may occupy only one detail in a calendar year, unless the first detail is for less than 45 days. If the parties agree, the detail may be extended beyond the 180 days.
- d. Any changes to the clerk's present schedule will be made on request for personal convenience, and the clerk will not be entitled to out-of-schedule premium. The APWU will sign the request for change of scheduled for personal convenience.

22-3 REPRESENTATION

- a. Labor / Management meetings will be held monthly as needed and requested by either party, except in December. Agenda items must be exchanged between the parties at least five (5) days prior to the scheduled meeting. Items not placed on the agenda may be discussed by mutual consent of both parties.
- b. Minutes of such meetings will be kept and copies will be signed by the authorized representatives of both parties. These minutes, once signed, will not be changed without mutual consent of both parties. Copies of

the minutes will be provided to the local union within seven (7) days after the meeting, when practical.

By mutual agreement, the parties may incorporate any or all parts of a Labor / Management meeting's minutes into this Local Memorandum of Understanding. Such inclusion must be clearly noted in the minutes.

- c. The APWU will designate a person to fill the duties of Full-Time Steward. This person will be responsible for handling clerk craft grievances.
 1. A schedule will be supplied to the timekeeper, Installation Head, and MDOs. Any changes to this schedule must be submitted to the timekeeper. The schedule will be made weekly.
 2. Management will supply the full-time Steward with a union office on the workroom floor approximately 12 X 15 in size. In addition, the union will be provided with a telephone.
 3. When available on the floor, the Full-Time Steward will handle a grievance prior to the release of additional stewards, unless the Full-Time Steward is otherwise occupied.
 4. The APWU will keep the number of clerk steward hours below 50 hours, weekly. In the event the APWU exceeds that amount, they will inform the Installation Head of the reason.

22-4 APPLICATION OF SENIORITY

- a. Normally, management will recognize the application of seniority in the daily reassignment of workers from operation to operation.
- b. A Full-Time clerk whose job is abolished and therefore becomes an unencumbered regular, shall maintain seniority rights for a period of 90 days for the purpose of daily assignments, but may not displace a clerk working his/her PAA.

22-5 NO-LUNCH POLICY

- a. Employees who so desire may submit a PS Form 3189 to change their schedule, in order to allow them to work an eight-hour day without a lunch. Such request must be made once every 30 days on a PS Form 3189.
- b. Approval of such requests will be based on operational needs of the facility.
- c. Additionally, management may require the employee to adjust either the begin or end tour, as they deem necessary.

- d. It is the intent of this agreement to grant as many requests as possible based on the needs of the service. Approval / disapproval shall not be determined by employee performance.
- e. No employee may leave postal premises while on a “no-lunch” schedule.
- f. Employees on “no-lunch” schedule will take two fifteen (15) minute breaks, consistent with the current break policy.
- g. Any disputes arising from this process will be resolved by the Manager, Processing and Distribution.

22-6 10/4 WORK SCHEDULE

- a. The Manager, Processing and Distribution, and the Local President may mutually agree to open discussions concerning the implementation of a 10/4 work schedule, if they so desire.

NOTES

[The following is provided for information purposes]

ITEM #4.1.A and Item 4.1.B

Incidental leave submission periods explained

In 2005, to allow for completion of Choice Vacation selections and honor seniority, the LV Local APWU and USPS agreed to LMOU language that limits how far, in advance, Incidental Leave requests can be submitted. The chart below breaks down the submission periods.

Requests for dates within the period of

Submitted no sooner than

<p style="text-align: center;">January 1st, up to and including, the week before Memorial Day</p> <p style="text-align: center;">3971s submitted between Sept 1 – 14 will be approved/denied, no later than, April 1st in seniority order, by section and tour.</p>	<p style="text-align: center;">September 1st of the preceding year</p>
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<p style="text-align: center;">Memorial Day, up to and including, December 31st of the current year</p> <p style="text-align: center;">3971s submitted between Mar 1 – 14 will be approved/denied, no later than, October 1st in seniority order, by section and tour.</p>	<p style="text-align: center;">March 1st of the current year</p>
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All incidental leave requests will be handled in accordance with the locally negotiated sectional leave limits outlined in Item 4.1.d

Incidental Leave Reference Chart

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec				
Submit leave requests for these dates <u>no sooner than</u> September 1st of the preceding year					Choice Vacation Weeks										
					Submit leave requests for these dates <u>no sooner than</u> March 1st of the current year										

[The following is provided for information purposes]

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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