

ARTICLE 30

1998 NATIONAL AGREEMENT

LOCAL AGREEMENT

1998-2000

MEMORANDUM OF UNDERSTANDING

BETWEEN

MANAGEMENT, PELHAM, 03076

AND

MANCHESTER AREA LOCAL, AMERICAN POSTAL WORKERS UNION

ITEM #1

ADDITIONAL OR LONGER WASH-UP PERIODS.

Management shall allow a three (3) minute wash-up period before lunch and a three (3) minute wash-up period before end of tour.

ITEM #2

THE ESTABLISHMENT OF A REGULAR WORK WEEK OF FIVE DAYS
WITH EITHER FIXED OR ROTATING DAYS OFF.

- A. Management agrees that any new positions created at the Pelham Post Office shall have two (2) consecutive days off, providing this does not interfere with normal operations of the office.
- B. Management shall guarantee forty (40) hours of work to Part-Time Flexibles when casuals are employed at the Pelham Post Office.

ITEM #3

GUIDELINES FOR THE CURTAILMENT OR TERMINATION OF POSTAL OPERATIONS TO CONFORM TO ORDERS OF LOCAL AUTHORITIES OR AS LOCAL CONDITIONS WARRANT BECAUSE OF EMERGENCY CONDITIONS.

Reasonable consideration shall be given for the curtailment or termination of postal operations in instances such as, but not limited to:

- a. Safety and health of employees.
- b. Civil disorders and city, town and state governmental directives.
- c. Acts of God.
- d. Hazardous weather conditions.
- e. Advice of local authorities including state police.

Management will notify employees at the earliest possible time of termination or curtailment of postal operations. Such notification will be by telephone and/or available public media such as television or radio.

Under the above circumstances, each employee will have the option to request Administrative Leave, Annual Leave, and/or Leave Without Pay in lieu of Annual Leave, and such requests shall be promptly considered and acted upon. In situations recognized by local management to be emergencies, local management will adopt a liberal leave policy consistent with the above provisions.

ITEM #4

FORMULATION OF LOCAL LEAVE PROGRAM.

- A. An employee shall receive four (4) hours of Administrative Leave for the purpose of donating blood provided the time is within the employee's scheduled work day and PS Form 3971 is submitted for management's approval prior to donation.
- B. Military Leave shall not be considered a part of an employee's choice vacation period and such leave shall be granted upon request.
- C. If a request for Annual Leave has not been returned disapproved within forty-eight (48) hours after submission, provided it has been submitted to the Postmaster or designee, the request shall be considered automatically approved.

ITEM #5

THE DURATION OF THE CHOICE VACATION PERIOD(s).

The choice vacation period shall begin with the first full week in June and end with the last week in August. This period shall not exceed twelve (12) weeks.

ITEM #6

THE DETERMINATION OF THE BEGINNING DAY OF AN
EMPLOYEE'S VACATION PERIOD.

The vacation period for each employee shall start on a Saturday. The vacation week shall consist of seven (7) consecutive days for each week. No employee shall be allowed on the clock during the seven (7) day period.

ITEM #7

WHETHER EMPLOYEES AT THEIR OPTION MAY REQUEST TWO SELECTIONS DURING THE CHOICE VACATION PERIOD, IN UNITS OF EITHER 5 OR 10 DAYS.

An employee may take in units of either five (5) and five (5) days, or five (5) days and ten (10) days, or ten (10) days and five (5) days, or fifteen (15) consecutive working days, vacation during the choice vacation period.

ITEM #8

WHETHER JURY DUTY AND ATTENDANCE AT NATIONAL OR
STATE CONVENTIONS SHALL BE CHARGED TO THE CHOICE
VACATION PERIOD.

Jury duty and attendance at National or State Conventions shall
not be charged to the choice vacation quotas.

ITEM #9

DETERMINATION OF THE MAXIMUM NUMBER OF EMPLOYEES
WHO SHALL RECEIVE LEAVE EACH WEEK DURING THE CHOICE
VACATION PERIOD.

- A. Management shall follow the formula below to determine the number of clerk craft employees who shall receive Annual Leave during the choice vacation period. Any fraction of .5 or more shall be rounded upward to the next whole number.

Number of clerk craft employees X 3, divided by number
of weeks in the choice vacation period, (12 weeks).

- B. Employees wishing to cancel Annual Leave selected during choice vacation period shall give Management ten (10) days advance notice. Such cancelled leave shall be posted for bid for six (6) days.
- C. When an employee cancels a choice vacation selection, the cancelled week(s) shall be posted for bid on an office wide seniority basis. An employee who bypasses choice vacation selection shall not be given first consideration.
- D. Such cancelled leave will be posted for employees, on a seniority basis, who did not use the full quota of choice vacation period.

ITEM #10

THE ISSUANCE OF OFFICIAL NOTICES TO EACH EMPLOYEE
OF THE VACATION SCHEDULE APPROVED FOR SUCH EMPLOYEE.

- A. Employee applications for Annual Leave during the choice vacation period must be submitted on PS Form 3971 during the period beginning on the first Monday in February and ending on the second Monday in March. Employees should indicate their preference and indicate the total number of weeks desired. Employees will submit the forms in duplicate to the Postmaster or designee who will initial one copy and return it to the employee as proof of submission.

- B. Choice vacation selections shall be awarded on an office wide seniority basis beginning with the most senior employee. If an employee's seniority does not entitle the employee to the time requested, the employee will be personally contacted.

ITEM #11

DETERMINATION OF THE DATE AND MEANS OF NOTIFYING
EMPLOYEES OF THE BEGINNING OF THE NEW LEAVE YEAR.

- A. A notice shall be placed on the bulletin board on the first Monday in February stating the dates of the choice vacation period, the guidelines for selecting choice vacations, the number of employees allowed off each week and the amount of leave employees are allowed to take.
- B. The approved choice vacation leave schedule shall be posted no later than the third Monday in April.

ITEM #12

THE PROCEDURES FOR SUBMISSION OF APPLICATIONS
FOR ANNUAL LEAVE DURING OTHER THAN THE CHOICE
VACATION PERIOD.

Applications for Annual Leave during other than the choice vacation
period shall be granted on a first-come, first served basis.

ITEM #13

THE METHOD OF SELECTING EMPLOYEES TO WORK ON A HOLIDAY.

The method of selecting employees to work on a holiday shall be in accordance with Article 11 of the National Agreement.

ITEM #14

WHETHER "OVERTIME DESIRED" LISTS IN ARTICLE 8
SHALL BE BY SECTION AND/OR TOUR.

- A. For overtime purposes, the entire Pelham Post Office shall be considered a section.

- B. The scheduling of overtime shall be fair and equitable and shall be in accordance with Article 8, sec. 5 of the National Agreement.

ITEM #15

THE NUMBER OF LIGHT DUTY ASSIGNMENTS WITHIN
EACH CRAFT OR OCCUPATIONAL GROUP TO BE RESERVED
FOR TEMPORARY OR PERMANENT LIGHT DUTY ASSIGNMENT.

Management will consult with the local representative of the APWU before reserving any assignments for temporary or permanent light duty.

ITEM #16

THE METHOD TO BE USED IN RESERVING LIGHT DUTY ASSIGNMENTS SO THAT NO REGULARLY ASSIGNED MEMBER OF THE REGULAR WORK FORCE WILL BE ADVERSELY AFFECTED.

- A. A light duty assignment will not be used to displace an employee from a bid assignment.
- B. Employees represented by the APWU shall be given priority in light duty assignments over other bargaining unit employees for assignments involving APWU craft work.
- C. When an employee within the clerk craft becomes eligible for light duty, an employee from another craft assigned to light duty in the clerk craft must relinquish the light duty assignment to the clerk craft employee if no other light duty assignment is available within the clerk craft.

ITEM #17

THE IDENTIFICATION OF ASSIGNMENTS THAT ARE TO
BE CONSIDERED LIGHT DUTY WITHIN EACH CRAFT
REPRESENTED IN THE OFFICE.

When the need arises for the identification of a light duty assignment within an APWU represented craft, Management shall consult with the local APWU representative and such assignments shall be in accordance with Article 13 of the National Agreement.

ITEM #18

THE IDENTIFICATION OF ASSIGNMENTS COMPRISING A SECTION, WHEN IT IS PROPOSED TO REASSIGN WITHIN AN INSTALLATION EMPLOYEES EXCESS TO THE NEEDS OF A SECTION.

When it is proposed to reassign within the Pelham Post Office employees excess to the needs of a section, the entire Pelham Post Office shall be considered a section.

ITEM #19

THE ASSIGNMENT OF EMPLOYEE PARKING SPACES.

At the Pelham Post Office there will be ample parking for all employees. There will be no reserved parking. Parking will be on a first-come, first-served basis.

ITEM #20

THE DETERMINATION AS TO WHETHER ANNUAL LEAVE TO ATTEND UNION ACTIVITIES REQUESTED PRIOR TO DETERMINATION OF THE CHOICE VACATION SCHEDULE IS TO BE PART OF THE TOTAL CHOICE VACATION PLAN.

Annual Leave requested prior to the determination of the choice vacation period for the purpose of attending union conventions, seminars or meetings shall not be charged as part of the choice vacation period.

ITEM #21

THOSE OTHER ITEMS WHICH ARE SUBJECT TO LOCAL
NEGOTIATIONS AS PROVIDED IN THE CRAFT PROVISIONS
OF THIS AGREEMENT.

A. EMPLOYEE CLASSIFICATION:

1. Management shall not revert any clerk craft positions as long as there are casuals employed at the Pelham Post office.
2. Preferred duties and hours of work shall be assigned to Part-Time Flexibles and/or unassigned regulars before casual employees.

B. SAFETY AND HEALTH:

1. Management shall provide anti-fatigue matting at the window area, at flat cases or any other areas where employees are required to stand for prolonged periods of time.

C. REPRESENTATION:

1. The installation head shall maintain an open door policy concerning problems that may arise between labor and management.

D. BULLETIN BOARDS:

1. Management shall provide bulletin boards for each represented craft.

E. MISCELLANEOUS:

1. Management shall consult with the designated union representative prior to implementing any policy change affecting APWU craft employees.
2. Management shall allow the designated union representative the use of a telephone for legitimate union business upon request.

ITEM #22

LOCAL IMPLEMENTATION OF THIS AGREEMENT RELATING
TO SENIORITY, REASSIGNMENTS AND POSTING.

A. HOURS OF WORK:

1. Management shall consult with the union representative prior to posting newly created positions.
2. Management shall provide the union with a copy of all new assignments the day prior to posting.
3. When the starting time of any bid position is changed by sixty-one (61) minutes or more, the position shall be re-posted for bid.
4. When the duties of any bid position are changed by more than fifty (50) percent, the position shall be reposted for bid.

B. PRINCIPALS OF SENIORITY:

1. Every reasonable effort shall be made, under normal conditions, by management to honor seniority on all issues affecting employees represented by the APWU, as long as such applications of seniority in no way conflicts with established provisions of the National Agreement.

THIS MEMORANDUM OF UNDERSTANDING IS ENTERED ON Oct 28 1991
AT PELHAM, N.H. BETWEEN THE REPRESENTATIVES OF THE UNITED
STATES POSTAL SERVICE, AND THE DESIGNATED AGENT OF THE
AMERICAN POSTAL WORKERS UNION, MANCHESTER, N.H. AREA LOCAL,
AFL-CIO, REPRESENTING THE APWU IN PELHAM, N.H. PURSUANT TO
THE LOCAL IMPLEMENTATION PROVISION OF THE 1990 NATIONAL
AGREEMENT.



FOR THE UNITED STATES POSTAL SERVICE



FOR THE AMERICAN POSTAL WORKERS UNION

THIS MEMORANDUM OF UNDERSTANDING IS ENTERED ON Pelham MAR 11, 1999
AT THE PELHAM N. H. POST OFFICE BETWEEN THE REPRESENTATIVES OF THE UNITED
STATES POSTAL SERVICE AND THE DESIGNATED AGENT OF THE AMERICAN POSTAL
WORKERS UNION, MANCHESTER N. H. PURSUANT TO THE LOCAL IMPLEMENTION
PROVISION OF THE 1998 NATIONAL AGREEMENT.

Byron Putnam
FOR THE UNITED STATES POSTAL SERVICE

Donald Morrison
FOR THE AMERICAN POSTAL WORKERS UNION
