

MEMORANDUM OF UNDERSTANDING
BETWEEN
U.S. POSTAL SERVICE, CONCORD, NH
AND
MANCHESTER AREA LOCAL,
AMERICAN POSTAL WORKERS UNION AFL-CIO

2010 – 2015

ITEM ONE: Additional or longer wash-up periods.

Reasonable wash-up time shall be granted to employees who perform dirty work or work with toxic materials.

ITEM TWO: The establishment of a regular workweek of five days with either fixed or rotating days off.

All full-time regular craft positions represented by the APWU at the Concord facility will have fixed non-scheduled days. .

ITEM THREE: Guidelines for curtailment or termination of postal operations to conform to orders of local authorities or as local conditions warrant because of emergency conditions.

1. The parties are aware of their responsibilities for the development of guidelines for the curtailment or halt to postal operations due to emergency conditions.
2. Advice of local, state and federal authorities as well as weather forecast authorities shall be solicited for a final determination to be made by the local postmaster or his designee.
3. When a determination has been made that an emergency situation exists, the Postmaster or his designee shall consult with the APWU President or his designee, as soon as possible as to the action taken regarding those workers affected.

ITEM FOUR: Formulation of the local leave program.

1. By January 1st of each year or earlier if the parties prefer, management will advise **the President or his/her designee**, in writing, of the number of full-time **employees** entitled to a choice vacation period selection and length of that selection.
2. An employee's seven (7) day vacation pick in the choice vacation period shall not be interrupted except in a case of extreme emergency.
3. Employees wishing to cancel leave selected shall give management **fourteen (14)** days advance notice, such cancelled leave will be posted for bid for six (6) days.
4. **Only under extreme and/or unusual circumstances, and with union concurrence, will an employee be allowed to cancel his/her vacation selection without giving a fourteen (14) days notice.**

5. **Leave canceled inside the fourteen (14) day notice period will not be reposted for bid.**
6. **Employees shall be allowed off daily on annual leave based on a first come/first serve basis, by seniority, on any week identified as a choice vacation week when the agreed to weekly slots has not been reached. Employees shall submit PS Form 3971 at least seven days in advance.**

ITEM FIVE: The duration of the choice vacation period(s)

The choice vacation period shall begin with the first Sunday after May 1st of each year to the Sunday closest to October 1st of each year. The week between Christmas and New year will also be considered part of the choice vacation period.

ITEM SIX: The determination of the beginning day of an employee's vacation period.

Periods of leave taken during the choice vacation period will begin on Monday.

ITEM SEVEN: Whether employees at their option may request two selections during the choice vacation period, in units of 5 or 10 days.

Employees, who earn thirteen (13) days of annual leave per year, shall be granted up to ten (10) days of continuous annual leave during the prime vacation period. The employee at his other option may take ten (10) days consecutively or in two (2) separate periods of five (5) days each. Employees who earn twenty (20) or twenty-six (26) days of annual leave per year shall be granted up to fifteen (15) days of continuous annual leave during the prime vacation period. The employee at his or her option may take fifteen (15) days consecutively, in two (2) separate periods of five (5) and ten (10) days each.

ITEM EIGHT: Whether jury duty and attendance at National or State Conventions shall be charged to the choice vacation period.

- A. An employee will be granted annual leave or leave without pay at the election of the employee to attend National, State, and Regional Union Conventions (Assemblies) provided that a request for leave has been submitted by the employee to the installation head as soon as practicable and provided that approval of such leave does not seriously adversely affect the service needs of the installation. The number of employees to be considered for such leave to attend State or Regional Conventions (Assemblies) will be limited to five (5). The number of employees to be considered for such leave to attend National Conventions (Assemblies) will be limited to two (2). These union

related leaves shall not be counted against the delegate's choice vacation period.

- B. If the requested leave falls within the choice vacation period and if the request is submitted prior to the determination of the choice vacation period schedule, it will be granted prior to making commitments for vacations during the choice vacation period, and will be considered part of the total choice vacation plan for the installation. Where the specific delegates to the National convention (Assemblies) have not yet been determined, upon request of the union, the employer will make provision for leave for these delegates prior to making commitments for vacations.
- C. If the requested leave falls within the choice vacation period and the request is submitted after the determination of the choice vacation period schedule, the employer will make every reasonable effort to grant such request, provided that approval of such leave does not seriously adversely affect the service needs of the installation.

ITEM NINE: Determination of the maximum number of employees who shall receive leave each week during the choice vacation period.

Management shall allow 15% of the Clerk Craft compliment off each week of the choice vacation period. **One maintenance employee will allowed off during the choice vacation period.**

NOTE: Standard method of rounding will be presumed (.5 or greater is rounded up to the next higher integer, less than .5 is dropped).

Requests for incidental annual leave during the choice vacation period will be based on operational needs and shall be granted on a first come, first serve basis by seniority. These leave requests cannot be submitted any sooner than thirty days prior to the date(s) requested.

ITEM TEN: The issuance of official notices to each employee of the vacation schedule approved for each employee.

The choice vacation period selection period shall be from January 15th to February 15th. Employees shall be canvassed in order of seniority to select the week or weeks they want off during the choice vacation period. The choice vacation period schedule shall be posted no later than February 20th.

ITEM ELEVEN: Determination of the date and means of notifying employees of the new leave year.

The new leave year will be posted as soon as it appears in the Postal Bulletin.

ITEM TWELVE: The procedures for submission of applications for annual leave during other than choice vacation period.

1. Procedures for submission of applications for annual leave during other than choice period:
 - a. Management shall allow 5% of the clerk craft compliment off each week of the non-prime vacation period.
 - b. The cut off date for the submission of applications for the non-prime time vacation period shall be four (4) weeks prior to the beginning of the non-prime time vacation period. These choice(s) are to be in increments of five (5) days.
 - c. Management will approve or disapprove applications for leave within one (1) week of the cut off date for the submission of applications for the non-prime time vacation, by seniority.
 - d. Management will advise all clerks by posting one (1) week after the cut off date for submission of the applications.
 - e. Subsequent requests, not previously bid prior to the beginning of the non-prime time vacation period, will be considered dependent upon the availability of manpower. Decisions of these requests must be within three (3) working days, on a first come, first served basis.
 - f. Requests for multiples of less than five (5) days (daily annual leave) shall be considered dependent upon the availability of manpower. Decisions of these requests must be within three (3) working days, except for those requests that include a day either before, or after a holiday. These requests shall be granted by seniority in rotation to be approved or disapproved by 4:45 PM Tuesday of the preceding calendar week. A list of these approvals and disapprovals shall be readily available to the union upon request. If there is no decision within the prescribed time limit, approval will be automatic.
 - g. All leave requests will be submitted in duplicate and receipt thereof will be acknowledged by the supervisor on PS Form 3971 at the time of submission.

ITEM THIRTEEN: The method of selecting employees to work on a holiday.

When scheduling employees to work a holiday, the following method will be used:

- A. **Full-time regulars who volunteer to work on their holiday, or the day designated as their holiday by seniority.**
- B. **Full-time regulars who volunteer to work on their non-scheduled day, by seniority.**
- C. **PSE's even if the payment of overtime is required.**
- D. **Full-time regulars who did not volunteer on what would be their non-scheduled day, by inverse seniority.**
- E. **All other non-volunteer regulars, by inverse seniority.**

ITEM FOURTEEN: Whether "Overtime Desired" lists in Article 8 shall be by section and/or tour.

There will be three separate overtime desired lists for regular full-time employees. One will be before tour, one will be after tour, and one for non-scheduled days. These three lists will be treated separately.

ITEM FIFTEEN: The number of light duty assignments within each craft or occupational group to be reserved for temporary or permanent light duty assignment.

Refer to Item 17.

ITEM SIXTEEN: 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.

Refer to Item 17.

ITEM SEVENTEEN: The identification of assignments that are to be considered light duty within each craft represented in the office.

1. It is agreed that the **President or his/her designee** shall be notified of any request for a light duty assignment affecting the clerk craft and shall be consulted before any temporary or permanent light duty assignment is made.
2. It is also agreed that such an assignment will not be made to the disadvantage of any regular clerk within the craft.

3. Reassignments of full-time regular employees under the provisions of Article 13, National Agreement, to light duty temporary or permanent assignments will be reviewed quarterly by management and the **President or his/her designee**.

ITEM EIGHTEEN: The identification of assignments comprising a section, when it is proposed to reassign within an installation employee's excess to the needs of a section.

All clerks assigned to the Concord Post Office will comprise the clerk section.

ITEM NINETEEN: The assignment of employee parking spaces.

Parking spaces will be provided at each of the facilities for its employees on a first-come first-served basis with one spot at each of the facilities designated for the APWU.

ITEM TWENTY: 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.

The parties agree that annual leave to attend union activities (i.e.: other than National and State Conventions) requested prior to the determination of the choice vacation schedule for the clerk craft will not be part of the total choice vacation schedule.

ITEM TWENTY-ONE: Those other items which are subject to local negotiations as provided in the craft provisions of this agreement.

Posting and Bidding:

1. No assignment will be reposted because of change in the starting time, unless the change exceeds one (1) hour.
2. No assignment will be reposted because of changes unless changes of duties, principle assignment area, or scheme knowledge requirements exceed 50% or **when the duties are changed by the addition or deletion of any qualification defined as pass/fail.**
3. Any withdrawal of a bid already submitted must be accomplished in writing and it must be backstamped and placed in the ID box before the close of the announced bidding period.
4. A representative of the Manchester Area Local, APWU is authorized to be present to witness the opening of a bid or bids at the close of the announced bidding period. The Manchester Area Local, APWU, will furnish a sufficient list of representatives to the employer.

5. When management plans a change in the content of a bid for a vacant duty assignment or when it prepares a bid for a newly established duty assignment, it must consult with the Manchester Area Local, APWU, or the designated representative, having first given him 24 hours advance notice in writing of what it proposes.
6. A notice inviting bids for a clerk craft assignment shall remain posted for a ten (10) day period.
7. All bids shall be deposited in the bid box.
8. A separate bid box will be maintained exclusively for the clerk craft.
9. The scheme committee, as established and operating at the Concord Post Office, is continued for the life of this Memorandum of Understanding.

ITEM TWENTY-TWO: Local implementation of this agreement relating to seniority, reassignments, and posting.

1. The employer will provide the **President or his/her designee** with a current seniority roster semi-annually, January and July.

MISCELLANEOUS

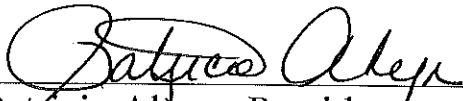
1. The employer will notify the **President or his/her designee** in writing as soon as the **hiring or termination of employment of any employee is known**.
2. It is agreed that the employer will meet monthly **or as needed** with the appropriate representatives of the Manchester Area Local, APWU. Meetings will not exceed two (2) hours in duration.
 - a. Agenda items for discussion at each meeting held, prepared in summary form, shall be exchanged by the employer and the **President or his/her designee** at least three full working days before a scheduled meeting, with the stipulation that the employer and the **President or his/her designee** agree to the date of the meeting at least one week prior to its being held.
 - b. The employer will furnish the President or his/her designee with a written disposition of Labor-management meeting within seven (7) days after such meeting has been held.
3. **Management shall provide bulletin boards for the APWU at each facility.**
4. **At the written request of the employees, management shall send a copy of all new bid postings to their home address.**

THIS MEMORANDUM OF UNDERSTANDING IS ENTERED INTO ON SEPTEMBER 30, 2011, AT CONCORD, NEW HAMPSHIRE, BETWEEN THE REPRESENTATIVES OF THE UNITED STATES POSTAL SERVICE AND DESIGNATED AGENT OF THE MANCHESTER AREA LOCAL, AMERICAN POSTAL WORKERS UNION, PURSUANT TO THE LOCAL IMPLEMENTATION PROVISION OF THE 2010 NATIONAL AGREEMENT.



10/6/11

Nicolas Kerr, OIC
Concord, NH



Patricia Ahern, President
Manchester Area Local,
American Postal Workers Union, AFL-CIO

The parties understand Union's original proposal Item 12 – The procedures for submission of applications for annual leave during other than choice vacation period and Union proposal Item 22, paragraph #2 – Local implementation of this agreement relating to seniority, reassignments, and posting will move to the impasse process. The parties agree to maintain the current language on these items pending resolution of the impasse process. All other items are in agreement and will remain in effect during the term of the 2010 National Agreement.

Pat
NK 10/6/11