

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

2015-2018

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 or 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/her designee.
3. When a determination has been made that an emergency situation exists, the postmaster or his/her designee shall consult with the APWU President or his/her designee, as soon as possible as to the action take 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. Employees wishing to cancel leave selected shall give management fourteen (14) days advance notice; such canceled leave will be posted for bid for six (6) days.
3. Only under extreme and/or unusual circumstances, and with Union concurrence, will an employee be allowed to cancel his/her vacation selection without giving fourteen (14) days' notice.
4. Leave canceled inside the fourteen (14) day notice period will not be reposted for bid.
5. Employees shall be allowed off daily on annual leave based on a first-come, first-served basis, by seniority, on any week identified as a choice vacation week when the agreed-to

weekly slots have not been reached. Employees shall submit PS Form 3971 at least seven (7) 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's 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/her option, may take ten (10) days consecutively or in two (2) separate periods of five (5) days each.

Employees who year 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/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 complement off each week of the choice vacation period. One maintenance employee will be allowed off during the choice vacation period.

NOTE: Standard-method of rounding will be presumed (0.5 or greater is rounded up to the next higher integer, less than 0.5 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 (30) 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. Requests for leave shall be submitted no sooner than sixty (60) days prior to the date(s) requested.**

2. **The number of employees allowed off during the non-choice vacation period shall be in accordance with the following:**
 - a. **Eight (8) percent of the Craft shall be allowed off on Annual Leave, in weekly increments, on a first-come, first-served basis, provided that a PS Form 3971 has been submitted to his/her supervisor seven (7) days prior to the week requested. If a request for annual leave has not been returned within forty-eight (48) hours of submission, provided it has been submitted to his/her supervisor, it will be automatically approved.**
 - b. **Except for the month of December, eight (8) percent of the Craft shall be allowed off daily on Annual Leave, provided the requirements of 2.A have not been met. Requests must be submitted on a PS Form 3971 at least forty-eight (48) hours in advance. Requests will be approved on a first-come, first-served basis. If two or more requests are submitted the same day, seniority will determine who gets the approved leave.**
 - c. **Leave requests outside these parameters will be reviewed by both parties on an individual basis.**

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

- A. **Management will canvass all employees, by craft, for volunteers to work their holiday or designated holiday.**
- B. When scheduling employees to work a holiday, the following method will be used:
 1. Full-time Regular volunteer employees on their holiday or designated holiday, by seniority.
 2. Full-time Regular volunteer employees on their non-scheduled day, by seniority.
 3. **PSE volunteers.**
 4. **PSE non-volunteers**, to the extent possible including overtime.
 5. Full-time Regular non-volunteers employees on their non-scheduled day, by juniority
 6. All other Full-time Regular non-volunteers, by juniority
- C. **Management shall post the holiday schedule on the Tuesday of the week preceding the holiday.**

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 request 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 (e.g., 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 back-stamped 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/her 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 the Memorandum of Understanding.

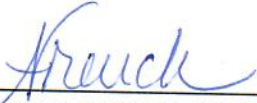
ITEM TWENTY-TWO: Local implementation of this agreement relating to seniority, reassignments, and posting.

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

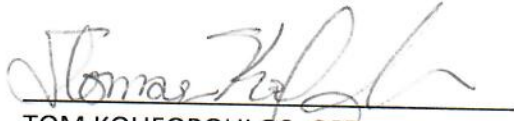
MISCELLANEOUS

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.

THE MEMORANDUM OF UNDERSTANDING IS ENTERED INTO ON NOVEMBER 21, 2016, AT MANCHESTER NEW HAMPSHIRE, BETWEEN THE REPRESENTATIVES OF THE UNITED STATES POSTAL SERVICE AND THE DESIGNATED AGENT OF THE MANCHESTER AREA LOCAL, PURSUANT TO THE LOCAL IMPLEMENTATION PROVISION OF THE 2015 NATIONAL AGREEMENT.



NICOLE FRENCH, POSTMASTER
CONCORD



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