

ARTICLE 30 2000 NATIONAL AGREEMENT
LOCAL IMPLEMENTATION 2000-2003
MEMORANDUM OF UNDERSTANDING
BETWEEN
MANAGEMENT, MILFORD NH 03055-9998
AND
MANCHESTER AREA LOCAL, AMERICAN
POSTAL WORKERS UNION, AFL - CIO

This Memorandum of Understanding is entered on 3/11/96 at Milford, 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 Milford, N.H. pursuant to the local implementation provision of the 2000-2003 National Agreement.

For the United States Postal Service - Maureen Clark, Postmaster of Milford
Steve Colen, Delivery Supervisor of Milford NH

For the American Postal Workers Union -William Bond , APWU Clerk Steward of
Milford NH, Mikko J. Salokangas APWU Alternate Clerk Steward of Milford NH

ITEM # 1

ADDITIONAL OR LONGER WASH-UP PERIODS.

The existing past practice of allowing employees a reasonable wash-up period before the end of tour shall continue for the duration of this agreement.

ITEM # 2

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

a. Management of the Milford, NH Post Office agrees that every reasonable effort will be made, as far as practical, to provide and establish for clerical and maintenance craft employees, consecutive days off within a service week in conformance with the criteria in 2c of the 1998 - 2000 National Agreement.

b. Every effort shall be made by the employer to see that weekends and Sundays and Monday days are made available in new job creations and in any new jobs off whenever possible. The APWU will have an opportunity for input before any positions with consecutive days off are either reposted with split days off or reverted.

- c. The employer shall continue to advise and consult the Union when new jobs assignments are made or additional positions created.

ITEM # 3

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

- a. In the event that local geographical conditions warrant, wholesale closing of business, and other local industries, and if public transportation is sharply curtailed, then the Installation Head shall take action, action appropriated to the immediate situation, to assure the protection of the health and welfare of all employees shall be advised promptly of the action taken as a result of the decision rendered.
- b. When adverse conditions arise and the Installation Head determines to curtail operations, the employer shall notify each employee affected either by radio station and/or telephone that they not come to work. In the event adverse conditions arise curtailing operations after all clerks and maintenance employees have reported for work, these employees shall be permitted to leave in order to safely return home. This will be accomplished as soon as a definite decision is rendered concerning curtailment because of adverse conditions.
- c. In the event of civil disorders, REF. ELM 519.22, will be adhered to.

ITEM # 4

FORMULATION OF LOCAL LEAVE PROGRAM.

- A. An employee shall receive one and a half (1-1/2) hours of Administrative Leave for donating blood, providing the time is within the employee's scheduled tour of duty, and PS Form 3971 is submitted for management's approval prior to donation.
- B. When Military Leave is approved in accordance with the applicable postal service regulation, and said leave is during an employee's previously selected choice vacation period, the employee shall be allowed to select another available vacation period in lieu thereof.
- C. If a request for annual Leave has not been returned disapproved within seventy-two (72) hours after submission, provided it has been submitted to the Postmaster or designee, the request shall be considered automatically approved.

D. One (1) clerk shall be granted leave during prime time vacation. No employee shall have his/her schedule leave canceled because of unexpected absences, even if it is necessary to pay overtime in order for him/her to take his/her vacation.

ITEM # 5

THE DURATION OF THE CHOICE VACATION PERIOD (S).

a. The choice vacation period for the Milford , NH APWU shall be from the first full week in May through the last full week in September and the week of Thanksgiving and the week of Christmas.

ITEM # 6

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

The vacation period for each employee shall start on a Monday. 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 SELECTION DURING THE CHOICE VACATION PERIOD, IN UNITS OF EITHER FIVE (5) OR TEN (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. LWOP will not be used to make a full unit, only annual leave that is earned.

Annual leave shall be granted as follows:

1. 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.

2. Employees who earn 20 or 26 days annual leave per year shall be granted up to fifteen (15) days of continuous annual 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.

3. The subject of whether an employee may at the employee's option request two (2) selections during the choice period(s), in units of either 5 or 10 working

days, the total not to exceed the ten (10) or fifteen (15) days above, may be determined pursuant to local implementation procedures.

4. The remainder of the employee's annual leave may be granted at other times during the year, as requested by the employee.

ITEM # 8

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

- a. Individuals who are selected for jury duty shall not have the time they serve on jury duty considered as part of the Prime Vacation Time Calendar.
- b. Delegates who attend National, State or other Union assemblies shall not have this time considered as part of their Prime Vacation Time.
- c. A minimum of one (1) employee affected by (1) & (b) above will be allowed leave and must be considered outside Prime Vacation Calendar and shall not be reason for denying another employee his/her Prime Vacation choice.

Request for leave under (b) above shall be the actual dates of the State or National Convention.

Additional employees over and above the minimum shall be allowed leave if the needs of the Service will allow.

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 the number of weeks in Prime Vacation period, (20 weeks).
- B. Employees wishing to cancel Annual Leave selected during choice vacation period shall give management ten (10) days advance notice. Such canceled leave shall be posted for bid for six (6) days.
- C. When an employee cancels a choice vacation selection, the canceled week or weeks 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 canceled 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 first 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 as proof of submission. After this selection process has been completed, employees will then have forty-eight (48) hours to select the rest of their choice vacation time for the year.
- 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.
- C. Request for Annual Leave submitted outside of the procedures described above will be granted on a first-come , first-served basis.

ITEM # 11

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

- a. The employer shall, no later than November 1st, publicize on the bulletin board and by official notice to the Union the beginning date of the new leave year, which shall begin with the first full pay period of the calendar year.
- b. If an employee is on extended leave or out in an extended leave status he/she shall be mailed a copy of this notice for his/her information. Extended leave shall be interpreted to mean a period of more than 30 days.

ITEM # 12

THE PROCEDURE FOR SUBMISSION OF APPLICATION FOR ANNUAL LEAVE DURING OTHER THAN THE CHOICE VACATION PERIOD.

- a. All leave requests shall be completed in duplicate and hand delivered to the supervisor.
- b. The date and time shall be annotated on Form 3971 by the supervisor with a copy returned to the individual.
- c. All annual leave of less than one (1) week shall be submitted no earlier than twenty-one (21) days in advance of the beginning date of the leave request:
 1. All annual leave of one (1) week (40 hours) or more may be submitted in advance of twenty-one (21) days.
- d. Leave requests other than Choice Vacation Period, Shall be on a first come first served basis.
- e. Leave requests shall be approved or disapproved within seventy-two (72) hours. If, within the seventy-two (72) hour period no denial or approval of said leave is received, then the request shall be automatically approved.
- f. There shall be a minimum of one (1) clerk eligible for leave each day. Additional employees may be scheduled off if not adverse to the needs of the Service. Only during the month of December from the first Monday in December to December 24th, will there be an exception to the granting of leave. Leave will only be granted during this period if it is not adverse to the needs of the Service. Form 3971 may be submitted for this period but will be granted on a day to day basis.
- g. At the option of management, leave may not be accepted for after the work schedule for the week has been posted.

ITEM # 13

THE METHOD OF SELECTING EMPLOYEES TO WORK ON A HOLIDAY.

After the employer has made the determination of how many employees are needed to work on a holiday or day designated as a holiday, the employer shall furnish the Union a copy of said holiday schedule as soon as it is prepared. Employees shall be scheduled to work on holidays as follows:

- a. All part-time flexible and casual employees.
- b. Part-time flexible and casual employees on overtime.
- c. Regular employees who volunteer to work on their holiday or designated holiday.
- d. Employees who volunteer to work on their non-scheduled day.
- e. Employees involuntarily assigned on their holiday or designated holiday by juniority and by tour.

ITEM # 14

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

- A. For overtime purposes the Milford Post Office shall be considered a section.
- B. The scheduling of overtime shall be in accordance with Article 8 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.

1. Management will consult with local representatives of the APWU before reserving any assignments for temporary light duty.
2. There shall be reserved one (1) permanent light duty tour, the assignment to be created between 6:00 AM and 6:00 PM.
 - a. The creation of a permanent light duty tour would be contingent on the availability of work and hours for the duty assignment and so that no regularly assigned member of the regular work force would be adversely affected.
3. In the event temporary light duty assignments are required, provisions shall be made to accommodate affected employees on present tour assignments for the first fourteen (14) days of the temporary light duty. This period may be extended by the supervisor of the tour at his/her discretion. The supervisor shall consult with the labor organization prior to deciding on termination of the light duty assignment on the employee's normal tour before reassignment can be affected.
4. Upon assignment to a light tour, the employee will be given the option of having a 1/2 hour to 1 hour lunch break during the tour.
5. Light duty tours by any craft other than the Clerk craft will not infringe on Clerk Craft hours.

NOTE: 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 is covered under Item # 15.

ITEM # 16

THE METHOD TO BE USED IN RESERVING LIGHT DUTY ASSIGNMENTS SO THAT NO REGULAR 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. Employee 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.

The entire Milford Post Office shall be considered a section.

ITEM # 19

THE ASSIGNMENT OF EMPLOYEE PARKING SPACES.

There will be ample parking for all employees. There will be no reserved parking except for a space reserved for the Postmaster, spaces for official government vehicles and where provided for in other craft Collective Bargaining Agreements. All other 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 NEGOTIATION AS PROVIDED IN THE CRAFT PROVISIONS OF THIS AGREEMENT.

A. Employee classification:

1. Casual shall not be utilized to the detriment of career employees.
2. Preferred duties and hours of work shall be assigned to PTF's and/or

unassigned regulars before casual employees.

B. Safety and Health:

1. Management shall provide anti-fatigue matting at the window area, at the flat cases or and other area 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. Principals of Posting and Reassignments:

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 posted for bid.

4. When the duties of any bid position are changed by more than fifty (50) % , the position shall be reposted for bid.

5. The union representative or designee shall be present at the opening bids.

6. The successful bidder shall be placed in the new assignment within 14 days. This does not preclude sooner, including during the month of December, if operational feasible.

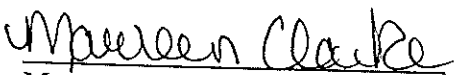
ITEM # 22 continued

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.

Milford NH Local APWU Clerks Agreement Meeting with Milford NH Management on May 31, 2002 Time : 1300

Representatives present and in agreement were:



Maureen Clark Postmaster
Milford NH



Steve Colen Delivery Supervisor
Milford NH



William Bond APWU Clerk Steward
Milford NH



Mikko Salokangas Alternate Steward
Milford NH