

1998-2000 2000-2003

MEMORANDUM OF UNDERSTANDING

BETWEEN

UNITED STATES POSTAL SERVICE, EXETER, NH

AND

AMERICAN POSTAL WORKERS UNION

PORTSMOUTH AREA LOCAL, EXETER, NH BRANCH

Changes  
 4/30/2002

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425-6201  
 [Handwritten signatures and scribbles]



Rec'd  
 from  
 D. Paquin

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4/30/2002

This Memorandum of Understanding is entered on ~~April 15, 1999~~ at the Exeter, NH between the United States Postal Service and the designated agent of the Portsmouth, NH Area Local, American Postal Workers Union, AFL-CIO, pursuant to the local implementation provision of the ~~1998-2000~~ National Agreement.  
2000-2003

It is understood that those items currently contained in the previous Local Memorandum of Understanding not in conflict or inconsistent with the terms of the National Agreement shall remain in effect.

Any arbitration awards, or resolves will be incorporated into the Agreement upon notice to both parties of the resolutions.

*Denis E. Paquin*

Denise E. Paquin  
~~Officer in Charge~~ *Postmaster*  
Exeter, NH 03833-9998

*Charles K. Bittner*

*for* Charles K. Bittner,  
Union Steward, Local Steward APWU  
Exeter, NH 03833-9998

ADDITIONAL OR LONGER WASH-UP PERIODS:

*The employees of this Installation shall be granted a five (5) minute wash-up time prior to their lunch period and a five (5) minute wash-up period prior to the end of their tour.*

THE ESTABLISHMENT OF A REGULAR WORK WEEK OF FIVE (5) DAYS

WITH EITHER FIXED OR ROTATING DAYS OFF:

- a. Management of the Exeter, 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~~ <sup>2000-2003</sup> National Agreement.
- b. Every effort shall be made by the employer to see that weekends and Sunday and Monday days are made available in new job creations and in any new jobs or reposted jobs, every effort shall be made to provide consecutive days 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 job assignments are made or addition positions created.
- d. The present policy of fixed days off shall continue in force at this office.

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:

- 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 by telephone that they need not come to work. In the event adverse conditions arise curtailing operations after all clerk 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.*

FORMATION OF A LOCAL LEAVE POLICY:

UP  
D.P. (Memorial)

*A clipboard with the dates of the <sup>last</sup> full week in May through the last full week in August plus ~~school vacation week in February that coincides with the Exeter School District~~ and Christmas week in December.*

*The choice vacation period marked on the side of the board and with other side marked with a seniority list and the rules of vacation period or periods.*

*The clipboard shall be passed around to the employees by the designated Union representative and each employee shall have a total of no more than two days to make a decision.*

*The clipboard shall start being passed around to the employees on a seniority basis during the first week in the month of February. Once the clipboard has been passed around to all the employees, the clipboard shall be passed around again for any other choices the employees may want to make to reduce their annual leave hours. After all employees have had the clipboard of the second time the final results will be submitted to the Installation Head no later than March 15. The Installation Head will then review the choice vacation selections sheet and post it no later than one week from the day of receipt. This posting will constitute approval of all leave requested on the choice vacation sheet. No trading of choice vacation periods shall be permitted without the permission of the employer and the Union representative jointly. A period of two (2) weeks shall be considered sufficient time for an employee to cancel their selection of a choice vacation period. Upon cancellation the unused choice period shall be posted for bid on a seniority basis starting from the junior person to the cancellor. If however, cancellation is made less than two (2) weeks, no posting will be required. However, at no time shall the junior person have more than three weeks as first choice during the choice vacation period. All requests for annual leave shall be submitted on Form 3971.*

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P.P.



THE DURATION OF CHOICE VACATION PERIOD:

The choice vacation period for the Exeter, NH Local APWU shall be from the <sup>last</sup> first full week in May through the last full week in August, plus ~~school vacation week in February~~ that coincides with the ~~Exeter School District~~ and Christmas week.

D.G.  
PP

THE DETERMINATION OF THE BEGINNING DAY OF ANY EMPLOYEES  
VACATION PERIOD:

*The leave period shall begin at the end of the workday on Saturday.*

WHETHER EMPLOYEES, AT THEIR OPTION MAY REQUEST TWO (2) SELECTIONS DURING THE CHOICE VACATION PERIOD, IN UNITS OF FIVE (5) OR TEN (10) DAYS:

*The employee shall have the following options:*

- a. The employee earning twenty (20) or twenty-six (26) days shall have a choice of fifteen (15) continuous days or two (2) choices of ten (10) or five (5) continuous days.*
- b. Employees earning thirteen (13) days shall be granted up to ten (10) continuous days or a choice of two (2) five (5) day periods.*

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.

Requests 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.

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

- a. *Two (2) clerks shall be granted leave during prime time vacation.*
- b. *No employee shall have his/her scheduled leave canceled because of unexpected absences, even if it is necessary to pay overtime in order for him/her to take his/her vacation.*

THE ISSUANCE OF OFFICIAL NOTICES TO EACH EMPLOYEE OF THE  
VACATION SCHEDULE APPROVED FOR HIM/HER:

*Refer to Item # 4.*

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 day of 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.*

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THE PROCEDURES FOR SUBMISSION OF APPLICATIONS 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 approval after the work schedule for the week has been posted.

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 casuals and part-time flexible employees.*
- b. Casuals and part-time flexible 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.*

WHETHER OVERTIME DESIRED LIST IN ARTICLE VIII SHALL BE BY SECTION OR  
FOUR:

- a. *The selection of employees for the Overtime Desired List shall be by tour.*
- b. *The supervisor shall keep an official record of the overtime used by said list.*

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

1. *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.*
2. *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.*
3. *Upon assignment to a light duty tour the employee will be given the option of having a 1/2 hour to 1 hour lunch break during the tour.*
4. *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.*

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

*See Item # 15.*

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

- a. All light duty assignments must be submitted in accordance with Article 13 of the ~~1998-2000~~ *2000-2003* National Agreement.
- b. Employees who are approved for light duty will be assigned to operations where work exists within their physical limitations; first consideration will be given to modifying the employees regular work schedule.
- c. When an employee represented by the APWU has met all the requirements for a light duty assignment, Management shall consult with the designated Union representative before making a final decision.
- d. A light duty assignment will not be used to bump an employee from their regular bid position.
- e. During a light duty assignment, the use of a rest bar shall be permitted when practical. After a prolonged period of distribution at a case or area where a rest bar is not practical, the employee can request reassignment to an area where a rest bar can be used. This reassignment shall be made if possible.

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

*There are no sections at the Exeter, NH Post Office.*

THE ASSIGNMENT OF THE EMPLOYEE PARKING SPACES:

- a. The APWU will have six (6) designated spaces marked as APWU. ~~One (1) space~~  
~~APWU space will be allowed to double up (back to back).~~
- b. ~~At such time when a space becomes available through attrition, only six (6) vehicles~~  
~~will be allowed.~~
- b. Parking in these designated spaces will be assigned by APWU. ~~As determined by APWU~~  
~~Seniority.~~

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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:

*This item is covered under Item # 8.*

THOSE OTHER ITEMS WHICH ARE SUBJECT TO LOCAL NEGOTIATIONS AS PROVIDED IN THE CRAFT SUPPLEMENTAL AGREEMENTS:

- a. *In the event the starting time of any bid assignment in this Installation is changed by more than one (1) hour, said bid shall be immediately reposted. This is to include cumulative changes of any starting time.*
- b. *An employee who is a successful bidder for any job in this Installation shall be placed in said assignment within fourteen (14) calendar days of the employees being awarded the bid, excepting when a personnel action is involved necessitating a change in level, and then twenty-one (21) days will be allowed.*
- c. *Exception to 2 above shall be allowed during the month of December.*
- d. *Bids posted in this Installation shall remain posted for seven (7) calendar days.*
- e. *An employee whose bid assignment changes by more than 51% shall have his/her bid reposted.*
- f. *Copy of PS Form 1723's will be provided to the designated Union representative prior to the starting date of the assignment.*

LOCAL IMPLEMENTATION OF THIS AGREEMENT RELATING TO SENIORITY  
REASSIGNMENT AND POSTINGS:

SENIORITY:

1. *Employees shall work their assignments as bid and not be removed in lieu of another employee who has been called into work in an overtime capacity.*
2. *Shall work the more preferred assignments, if less senior employees are available and qualified to perform the least preferred work.*

POSTINGS:

*As covered under Article 12, Section 3 of the National Agreement.*

REASSIGNMENTS:

*As covered under Article 12, Section 4, Appendix A of the National Agreement.*