

HENNIKER Post Office
03242-9998

ARTICLE 30
1994 NATIONAL AGREEMENT
LOCAL IMPLEMENTATION

1994 - 1998

MEMORANDUM OF UNDERSTANDING
BETWEEN
MANAGEMENT, HENNIKER, N.H. 03242
AND
MANCHESTER AREA LOCAL, AMERICAN POSTAL WORKERS UNION, AFL-CIO

ITEM #1

ADDITIONAL OR LONGER WASH-UP PERIODS.

Management shall allow a reasonable amount of time for a wash-up period before lunch and before the 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 in any new position created at the Henniker Post Office, consideration will be given to allowing two (2) consecutive days off, providing it does not interfere with normal operations of the office.

B. On Wednesday Management shall post the reporting times of PTF's for the following service week. This provision would be subject to change in accordance with operational needs.

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.

Management shall consult with Town and State officials to determine the extent of the emergency.

Reasonable consideration shall be given, but not limited to such conditions as:

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

Management will notify the employees at the earliest possible time of termination and 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.

^{DLM*}
A. Military Leave shall ~~not~~ be considered part of the employees choice vacation period, and such leave shall be granted upon request.

B. If a request for Annual Leave has not been returned disapproved within forty-eight (48) hours after submission, provided it has been handed to the employees immediate supervisor, the request shall be automatically approved.

*PHONE CALL 4/15/96 w/PAT

ITEM #5

THE DURATION OF THE CHOICE VACATION PERIOD(s).

The choice vacation period shall start on the last full week of May and end the last full week of November.

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.

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 one week and one week, or one week and two weeks 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..

Leave requested for Jury Duty, attendance at National or State Conventions or for Military Duty shall be part of the choice vacation period, and shall have priority when scheduling choice vacation. Any Military Duty other than annual training shall be scheduled outside of the choice vacation period or as to not be in conflict with existing pre-approved choice vacation(s).

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, (25 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 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 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 January 15th and ending February 15th. Employees should indicate their preference and indicate the total number of weeks desired. Employees will submit forms in duplicate to their immediate supervisor 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 January 15th until February 15th for the purpose of 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 will be posted no later than March 10th.

ITEM #12

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

Application for Annual Leave, during other than the choice period, will be granted on a first-come first serve basis. Such requests for leave shall be submitted no sooner than thirty (30) days prior to the date(s) requested. If more than one employee submits a request for the same date, seniority will prevail.

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. Employee sequence scheduling for the holidays is as follows:

- (a) Casuals, even if overtime is necessary.
- (b) Part-time Flexibles, even if overtime is necessary.
- (c) Full time and part time regular employees who have volunteered to work on the holiday or their designated holiday when such day is part of their regular work schedule. These employees would be working at the straight time rate in accordance with Article 11 Section 4 of the National Agreement.
- (d) All other full time and part time regular volunteers. In case of such full time volunteers, if they are scheduled to work and it is what would otherwise be their non-scheduled work day, they will be guaranteed eight (8) hours at the overtime rate, in accordance with Article 8, Sections 1 and 4 of the National Agreement. These employees shall be scheduled by seniority.
- (e) Full time and part time regulars who have not volunteered and who will be working on what would otherwise be their non-scheduled work day. These employees shall be scheduled by juniority. In the case of such full time employees, they will be guaranteed eight (8) hours at the overtime rate in accordance with Article 8, sections 1 and 4 of the National Agreement.
- (f) All other full time regulars and part time regulars who have not volunteered. These employees shall be scheduled by juniority.

ITEM #14

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

- A. For overtime purposes the Henniker 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.

Management shall 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. Management will reserve light duty assignments in accordance with Article 13 of the National Agreement.

B. A light duty assignment will not be used to displace an employee from a bid assignment.

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.

- A. The entire Henniker Post Office shall be considered a section.

ITEM #19

THE ASSIGNMENT OF EMPLOYEE PARKING SPACES.

At the Henniker 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, in designated areas.

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 be considered as part of the choice vacation period, and charged as part of the Union employee's 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. Casuals shall not be utilized to the detriment of career employees.
2. Preferred duties and hours of work shall be assigned to unassigned regulars and/or PTFs 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. Informative publications such as the "Conductor" and other regularly printed Postal papers will be posted on the bulletin board for craft employees to read.

E. MISCELLANEOUS:

1. Management shall consult with the designated Union Representative prior to implementing any policy change affecting hours, wages, or working conditions of APWU craft employees.
2. Management shall allow the designated Union Representative the use of a telephone for legitimate business related to the administration of the National Agreement, subject to sound business judgement and practices.

ITEM #22

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

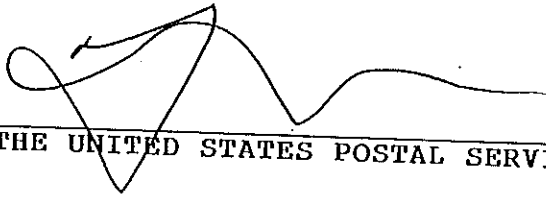
A. HOURS OF WORK:

1. Management shall consult with the Union prior to posting newly created positions.
2. Management shall provide the Union with a copy of all new assignments one day prior to the posting.
3. When the starting time of any position is changed by sixty-one (61) minutes or more, the position shall be reposted for bid.

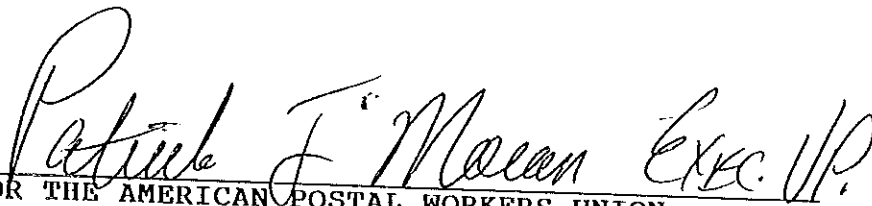
B. SENIORITY:

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 application of seniority in no way conflicts with established provisions of the National Agreement.

THIS MEMORANDUM OF UNDERSTANDING IS ENTERED ON 4/15/96 AT
HENNIKER, NEW HAMPSHIRE BETWEEN THE REPRESENTATIVES OF THE UNITED
STATES POSTAL SERVICE, AND THE DESIGNATED AGENT OF THE AMERICAN
POSTAL WORKERS UNION, HENNIKER, NEW HAMPSHIRE BRANCH OF THE
MANCHESTER AREA LOCAL, AFL-CIO, PURSUANT TO THE LOCAL
IMPLEMENTATION PROVISION OF THE 1994 NATIONAL AGREEMENT.

 PM

FOR THE UNITED STATES POSTAL SERVICE


FOR THE AMERICAN POSTAL WORKERS UNION