

**Article 30**

**2006-2010 NATIONAL AGREEMENT**

**LOCAL AGREEMENT**

**2006-2010**

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**MANAGEMENT, LONDONDERRY, 03053**

**AND**

**MANCHESTER AREA LOCAL #230**

**APWU/AFL-CIO**

ITEM #1

ADDITIONAL OR LONGER WASH-UP PERIODS.

Management shall continue the past practice of allowing a reasonable wash-up time before lunch and before end of tour.

ITEM #2

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

- A. All Full-Time Regular bid positions at the Londonderry Post Office shall have fixed days off.
- B. The Part-Time Flexible schedule shall be posted on Thursday.

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.

- A. The parties are aware of their responsibilities for the development of guidelines for the curtailment or temporary halt to postal operations due to emergency conditions.
- B. When a determination has been made that an emergency situation exists, the Postmaster or designee shall consult with the APWU representative as soon as possible concerning the action to be taken regarding the affected employees.
- C. Advice of Local, State and Federal authorities as well as weather forecasts shall be solicited for a final determination as to the action to be taken by the Postmaster or designee.
- D. Management will make every effort to notify affected employees through the use of public media in the above circumstances.

ITEM #4

FORMULATION OF LOCAL LEAVE PROGRAM.

- A. Military Leave shall not be considered a part of an employee's 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 submitted to the Postmaster or designee, the request shall be considered automatically approved.
- C. When submitting a request for Annual Leave, the employee will submit such request in duplicate to the Postmaster or designee and the duplicate copy shall be initialed and show the date and time the request was submitted and returned to the employee.
- D. An employee shall receive three (3) hours of Administrative Leave for the purpose of donating blood, providing the time is within the employee's scheduled work day and PS Form 3971 is submitted for management's approval prior to donation.

ITEM #5

THE DURATION OF THE CHOICE VACATION PERIOD(s).

The choice vacation period shall begin with the third week in May and end with the second week in September. This period shall not exceed seventeen (17) weeks.

ITEM #6

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

The vacation period for each employee shall start on a Sunday. 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 SELECTIONS DURING THE CHOICE VACATION PERIOD, IN UNITS OF EITHER 5 OR 10 DAYS.

- A. An employee may take in units of either five (5) and five (5) days or five (5) and ten (10) days or ten (10) and five (5) days or ten (10) or fifteen (15) consecutive working days, vacation during the choice vacation period.
- B. Each employee shall have seven (7) working days in which to submit their requests for the choice vacation period. In the event that an employee has not decided and/or does not give the employer a selection during the seven (7) day period, that employee will be placed at the bottom of the seniority list.

ITEM #8

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

Jury duty and attendance at National or State Conventions shall  
not be charged to an employee's choice vacation period.

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,  
(17 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(s) shall be posted for bid on an office wide seniority basis. An employee who bypasses choice vacation period 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.

In addition to the choice vacation schedule posted on the bulletin board, employees shall be given a PS Form 3971 indicating the choice vacation time that has been approved for them.

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 the first Monday in March stating the dates of the choice vacation period, the number of employees allowed off each week, the amount of leave employees are allowed to take and the guidelines for selecting choice vacations. Applications for choice vacation weeks must be submitted no later than the second Monday in March.
- B. Immediately after the closing of the above mentioned period, the employer shall seek out the employees by seniority and their names will be placed on a chart corresponding to the dates they have selected. Employees who will be absent during the selection period will leave their selections with the Postmaster or designee. An employee who fails to do so will be bypassed for choice vacation selection.
- C. The approved choice vacation leave schedule will be posted no later than the third Monday in April.

ITEM #12

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

- A. Applications for Annual Leave during other than the choice vacation period shall be granted on a first-come, first-served basis.
- B. Requests for Annual Leave for less than thirty-two (32) hours shall be submitted no sooner than thirty (30) days prior to the date(s) requested. In the event that more than one employee submits a request on the same day for the same period of time, seniority will be the determining factor in granting said requests.

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.

ITEM #14

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

- A. For overtime purposes, the entire Londonderry Post Office shall be considered a section.
- B. Management shall notify employees at least thirty (30) minutes prior to end of tour when they are to remain for overtime.
- C. When overtime is offered on an employee's non-scheduled day, Management shall notify the employee at least twenty-four hours in advance.
- D. When overtime is to be offered at the beginning of an employee's tour, Management shall notify the employee before the end of the employee's previous work day unless operational needs preclude such notification.
- E. When operational needs permit, additional advance notice for overtime shall be given in addition to the above provisions.

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 will 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. A light duty assignment will not be used to displace an employee from a bid assignment.
- B. Employees 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 Londonderry Post Office shall be considered a section.

ITEM #19

THE ASSIGNMENT OF EMPLOYEE PARKING SPACES.

There will be ample parking for employees at the Londonderry Post Office. Parking will be on a first-come, first served basis. There will be no reserved parking except where provided for in other craft collective bargaining agreements.

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  
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 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 flat cases or any 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. Positions shall be posted for bid on Tuesdays at 2:00pm and shall remain posted for a period of seven (7) days.
4. When the starting time of any bid position is changed by sixty-one (61) minutes or more, the position shall be re-posted for bid.
5. When the duties of any bid position are changed by more than fifty (50) %, the position shall be reposted for bid.
6. The successful bidder shall be placed in the new assignment within ten (10) days or sooner when possible.
7. The time of lunch breaks shall be included on all job bids. Lunch times stated on job bids will be subject to change when required to meet daily operational needs.

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.