

MEMORANDUM OF UNDERSTANDING

BETWEEN

U.S. POSTAL SERVICE, HUDSON, NH

AND

MANCHESTER AREA LOCAL,

AMERICAN POSTAL WORKERS UNION AFL-CIO

2010 – 2015

ITEM 1
ADDITIONAL OR LONGER WASH-UP PERIODS

Management shall allow a reasonable wash up time before lunch and before end of tour.
Time shall not exceed 5 minutes.

ITEM 2
THE ESTABLISHMENT OF A REGULAR WORK WEEK OF FIVE
DAYS WITH EITHER FIXED OR ROTATING DAYS OFF

A. Any newly created position shall have fixed days off.

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 governmental 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

- A. When Military Leave is approved in accordance with the applicable Postal Service regulations, and said leave is during an employees previously selected choice vacation period, that employee shall be allowed to select another vacation period.
- 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 appropriate management official, such request shall be automatically approved.
- C. When submitting a request for annual leave, the employee will submit such request in duplicate to the appropriate management official and a copy shall be initialed by said official and the time and date shall be entered and returned to the employee.
- D. An employee shall be granted up to two (2) hours of administrative leave for the purpose of donating blood providing the time is within the employee's tour and regular scheduled day and P.S. Form 3971 is submitted to the appropriate management official the day prior to donating.

ITEM 5
THE DURATION OF THE CHOICE VACATION PERIOD(S)

- A. The choice vacation period shall begin the second full week of April and conclude the last full week of September.
- B. In addition to the above, the period of December 26 through January 1 shall be part of the choice vacation period.

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 SELECTIONS DURING THE CHOICE VACATION PERIOD, IN UNITS OF EITHER 5 OR 10 DAYS

An employee may take in units of either five (5) and five (5) days, or five (5) days and ten (10), or ten (10) days and five (5), 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 not be part of the choice vacation period.

ITEM 9

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

- A. **Fifteen (15) percent** of employees shall be allowed off during the choice vacation period.
- B. Employees wishing to cancel a week or weeks of choice vacation shall give management ten (10) days advance notice. Only in extreme emergency situations **and with union concurrence** will an employee be allowed to cancel choice vacation weeks with less than ten (10) days advance notice.
- C. Weeks of canceled choice vacation shall be posted for bid for **five (5)** days on an office wide seniority basis with priority given to those employees who did not use the full quota of choice vacation.

ITEM 10

THE ISSUANCE OF OFFICIAL NOTICES TO EACH EMPLOYEE OF THE VACATION SCHEDULE APPROVED FOR SUCH EMPLOYEE

- A. Choice vacation selections shall be awarded on an office wide seniority basis beginning with the most senior employee.
- B. Management shall provide, upon the request of an employee, an initialed PS Form 3971 indicating the employees approved choice vacation selection.

- C. When an employee is awarded a choice vacation week, any request for incidental annual leave which that employee had submitted for the same week shall be automatically rescinded.

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 during the 1st week in January stating the dates of choice vacation period, the number of employees allowed off each week and the amount of leave employees are allowed to take.
- B. Each employee shall have **five (5)** working days in which to submit their requests for the choice vacation period. In the event that the employee has not decided or does not make any selections, the employee will automatically be placed at the bottom of the seniority list.
- C. Within a week after the selection process has been completed, Management will post on the bulleting board the names of the employees who have been awarded choice vacation week(s) and the corresponding dates of said week(s). Employees absent during the selection period will submit their choice vacation selections, in order of preference, to the designated management official. Failure to do so will cause them to be by-passed.

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. Such requests for leave of less than thirty-two (32) hours shall be submitted no sooner than ninety (90) days prior to the date(s) requested.
- B. Ten (10) % of employees shall be allowed off on a daily basis during the non-choice vacation period.
- C. In addition to the above, fifteen (15) % of employees shall be allowed off on the day after Thanksgiving.
- D. The above provisions do not preclude additional employees being allowed off if operational needs permit.

ITEM 13
**THE METHOD OF SELECTING EMPLOYEES TO WORK ON A
HOLIDAY**

Qualified employees will be scheduled to work in accordance with the following priorities:

- A. Full-time regular employees who volunteer to work their holiday or designated holiday.**
- B. Full-time regular employees who volunteer to work their non-scheduled day.**
- C. PSE's even if the payment of overtime is required.**

If A, B, and C above fail to provide the number of employees needed for holiday work, the following procedure shall be used:

- 1. Full-time regular employees by inverse seniority on their non-scheduled day.
- 2. Full-time regular employees by inverse seniority on their holiday or designated holiday.

ITEM 14
**WHETHER "OVERTIME DESIRED" LISTS IN ARTICLE 8 SHALL
BE BY SECTION AND/OR TOUR**

The overtime list will be established in the following manner:

- 1. Before Tour**
 - 2. After Tour**
 - 3. Non-Scheduled Day**
- A. Management shall notify employees at least 30 minutes before they are to remain for overtime. Additional advance notice shall be given when possible.
 - B. When overtime is to be offered on non-scheduled days management shall notify the employee, when possible, at least 24 hours prior to said non-scheduled day.
 - C. When overtime is to be offered at the beginning of a regular scheduled day, notification shall be given prior to the end of tour on the preceding work day, except in the event of an emergency.

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. 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

- A. 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 made in accordance with Article 13 of the 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 employee's regular work assignment.
- C. When it becomes necessary to cross crafts for light duty assignments, Management shall consult with the designated representative of the APWU within the office.

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 Hudson 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 where provided for in other craft collective bargaining agreements. 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
NEGOTIATIONS AS PROVIDED IN THE CRAFT PROVISIONS OF
THIS AGREEMENT

- A. Employee Classification:
 1. PSE's shall not be utilized to the detriment of career employees.
 2. Preferred duties and hours of work shall be assigned to unassigned regulars before PSE employees.
 3. No employee will be allowed to perform work while off the clock.

- B. Safety and Health:
 1. Management shall provide anti-fatigue matting at the window area, at flat cases and 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 provide access to review regional and local postal bulletins and all other communications relative to employee policies.
2. Management shall consult with the designated union representative prior to implementing any policy changes affecting APWU craft employees.
3. 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. Hours of Work:

1. Management shall consult with the union representative prior to posting newly created positions.
2. Management shall give the union a copy of all new assignments the day prior to posting.
3. Unless operational demands preclude it, the reporting times for PSE's shall be posted on the Wednesday preceding the following service week.

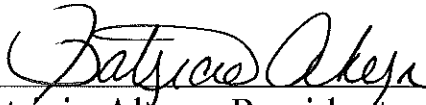
B. Principals of Seniority, Posting and Reassignments:

1. When the starting time of any bid position is changed by more than 60 minutes, the position will be posted for bid.
2. Bid positions shall be posted for seven (7) days. They shall be posted on a Wednesday and taken down on the following Tuesday.
3. A successful bidder shall be assigned to the job within ten (10) days or sooner if possible.
4. Management shall include the time of lunch breaks on all job bids which shall be subject to change due to operational needs.
5. 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 INTO ON SEPTEMBER 30, 2011, AT HUDSON, NEW HAMPSHIRE, BETWEEN THE REPRESENTATIVES OF THE UNITED STATES POSTAL SERVICE AND DESIGNATED AGENT OF THE MANCHESTER AREA LOCAL, AMERICAN POSTAL WORKERS UNION, PURSUANT TO THE LOCAL IMPLEMENTATION PROVISION OF THE 2010 NATIONAL AGREEMENT.



Laura Dugas, Postmaster
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Patricia Ahern, President
Manchester Area Local,
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