

# **LOCAL MEMORANDUM OF UNDERSTANDING**

*between*

**AMERICAN POSTAL WORKERS' UNION,  
MANCHESTER AREA LOCAL**



*and*

**UNITED STATES POSTAL SERVICE  
MANCHESTER PLANT AND POST OFFICE**



**2015-2018**



Pursuant to Local Implementation MOU,  
the presently effective Local Memorandum  
Of Understanding between the Manchester  
Area Local, APWU and the **USPS Manchester  
Plant and Post Office** shall remain in effect  
during the term of the 2015 National Agreement.

1. **Additional or longer wash-up periods.**

When a bargaining unit employee performs dirty work with toxic materials, the employee will be allowed reasonable wash-up time.

The parties shall abide by the local policy regarding existing practices.

2. **The establishment of a regular work week of five days with either fixed or rotating days off.**

All Manchester **career** craft positions represented by the APWU shall have fixed days off.

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. In the event of an emergency situation, the Installation Head (or designee) will consult with the President of the APWU (or designee), if available, to discuss any problems which may arise.
- b. Reasonable consideration shall be given, but not limited to, such factors/conditions as:
  1. Safety and Health of employees.
  2. Civil disorders and city and state governmental directives.
  3. Acts of God.
  4. Hazardous weather conditions.
  5. Advice of local authorities, including state police.
- c. Management will notify employees, at the earliest possible time, of termination and curtailment of postal operations. If deemed necessary, such notification will be by telephone and/or available public media, such as television or radio.
- d. The Installation Head (or designee) shall consult with Town and State officials, where deemed necessary, to determine the extent of the emergency in those cases that affect the town or state.
- e. Under the above circumstances, each employee shall 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 situation(s) recognized by local management to be emergencies, local management will adopt a liberal leave policy consistent with the above provisions.

#### 4. Formulation of Local Leave Program.

- a. A notice will be posted on the bulletin board by January 20. The notice will include the dates of the choice vacation period, the number of employees allowed off each week by section\* and tour during the choice vacation period, the amount of Leave employees are entitled to take, and the guidelines for submitting Leave requests. A copy of the notice will be sent to each employee who is on Leave for the period January 20 through January 27.
- b. Clerk craft employees' vacation selections will be offered within the allowable percentage by section\* and tour.
- c. Maintenance and Motor Vehicle craft employees' vacation selections will be offered within the allowable percentage by occupational group, level, and tour.

**1. If at any time this leave policy results in all Motor Vehicle Craft Clerks being awarded the same choice vacation period, regardless of tour, then management may, at their option, deny the junior clerk his/her vacation choice.**

- d. In addition, any employee on off-site training on the day of the posting shall be furnished a copy of the notice, sent to them by certified mail.
- e. An employee's seven (7) day vacation pick in the prime vacation period shall not be interrupted except in a case of extreme emergency.
- f. Employees wishing to cancel choice vacation leave selected shall give Management fourteen (14) days advance notice; such canceled Leave will be posted, by tour and section\* (as the cancellation), for bid for six (6) days. Leave will be granted by seniority, provided they did not use their full quota of prime vacation period.
- g. Leave canceled inside the fourteen (14) day notice period will not be reposted for bid.
- h. Only under extreme and/or unusual circumstances, and with Union concurrence, will an employee be allowed to cancel his/her vacation selection without giving a fourteen (14) day notice.
- i. When an employee cancels a choice vacation selection, the canceled week or weeks shall be posted for bid as identified in (f) above.
- j. If a request for Annual Leave has not been returned disapproved within **the employee's next two tours worked**, provided it has been submitted to his/her supervisor, it is automatically approved.

- k. After the Annual Leave provisions of the LMOU are met, Management will approve requests for additional Annual Leave, prior to considering requests for Leave Without Pay within a given section\* (excluding FMLA).
  - l. Requests for incidental Annual Leave shall be submitted no sooner than sixty (60) days prior to the date(s) requested.
  - m. Clerk craft employees shall be allowed off daily on Annual Leave, based on a first-come, first-served basis per section\* and tour on any week identified as a choice vacation week when the agreed-to weekly slots have not been reached. Employees shall submit PS Form 3971 seven (7) days in advance. If **there are** multiple submissions on the same day, available Leave will be granted by seniority.
  - n. Maintenance and Motor Vehicle craft employees shall be allowed off daily on Annual Leave based on a first-come, first-served basis per occupational group, level and tour on any week identified as a choice vacation week when the agreed-to weekly slots have not been reached. Employees shall submit PS Form 3971 seven (7) days in advance. If **there are** multiple submissions on the same day, available Leave will be granted by seniority.
- 1. If at any time this leave policy results in all Motor Vehicle Craft Clerks being granted Leave on the same day, regardless of tour, then management may, at their option, deny the junior Clerk his/her Leave request.**
- o. Under no circumstances will the bidding for job positions alter the original vacation slots as awarded.

*\*The word "Section", as used in this Item, is defined as follows:*

- 1. North Scheme
- 2. South Scheme
- 3. West Scheme
- 4. Window
- 5. BMEU
- 6. Automation Letters
- 7. Mailing Division – Plant
- 8. Best Qualified – Plant
- 9. Best Qualified – District
- 10. Automation Flats
- 11. Miscellaneous Clerk – Plant
- 12. Miscellaneous Clerk – District
- 13. Miscellaneous Clerk – Stations
- 14. Motor Vehicle by Occupational Group and Level
- 15. Maintenance by Occupational Group and Level

All PTR's in the stations will be considered Tour II employees.

**5. The duration of the choice vacation period.**

The choice vacation period shall start with the first full week of May and end the last full week of September. Additionally, the period of December 26<sup>th</sup> through January 1<sup>st</sup> shall also be considered part of the choice vacation period, but only at Management's discretion can more than fifteen (15) percent be off from any section (defined in Item 4 above) on any tour.

**6. The determination of the beginning day of an employee's vacation period.**

The beginning day of the employee's choice vacation period in the Clerk and Motor Vehicle Crafts shall be Sunday. The beginning day of the employee's choice vacation period in the Maintenance craft shall be Saturday.

**7. Whether employees, at their option, may request two selections during the choice vacation period, in units of either 5 or 10 days.**

Employees who earn thirteen (13) days Annual Leave per year shall be granted up to ten (10) days of continuous Annual Leave during the prime vacation period. The employee, at his/her option, may take ten (10) days consecutively or in two (2) separate periods of five (5) days each.

Employees who earn twenty (20) or twenty-six (26) days Annual Leave per year shall be granted up to fifteen (15) days of continuous Annual Leave during the prime vacation period. The employee, at his/her option, may take fifteen (15) days consecutively or in two (2) separate periods of five (5) and ten (10) days each.

**8. Whether jury duty and attendance at national or state conventions shall be charged to the choice vacation period.**

Jury duty, national conventions, and military Leave shall not be part of the prime time vacation quotas.

The maximum allowed off to attend national conventions to be excluded from the prime vacation period will be **eight (8)**.

**9. Determination of the maximum number of employees who shall receive leave each week during the choice vacation period.**

- a. Management shall allow fifteen (15) percent of the **career** craft employee complement off during each week of the choice vacation period, by section (as

defined in Item 4 above), in accordance with the provisions of the LMOU and the National Agreement.

- b. The number of **career** employees employed in the Manchester, NH Installation will be calculated in accordance with the provisions of the LMOU as of January 8<sup>th</sup> of each year. The actual number to be provided the President of the APWU within fifteen (15) days.
- c. When applying percentages outlined above, any fraction over 0.50 will be rounded up to the next higher number. However, in no case will such rounding result in less than one employee in any section (defined in Item 4 above) being provided Annual Leave, if requested, during each week of the choice vacation period.
- d. In the Maintenance and Motor Vehicle crafts, any fraction will be rounded up to the next higher number.

**10. The issuance of official notices to each employee of the vacation schedule approved for such employee.**

- a. Employee applications for Leave during the choice vacation period must be submitted on the appropriate form during the period of January 20<sup>th</sup> to February 20<sup>th</sup>. Employees should indicate their preferences and indicate the total number of weeks desired. Employees will submit the forms in duplicate to their immediate supervisor, who will initial one copy and return it to the employee as proof of submission. Any employee on off-site training or Leave for the period of January 20<sup>th</sup> through February 20<sup>th</sup> shall have his/her appropriate form sent to him/her with a return Penalty envelope.
- b. The approved prime vacation leave schedule will be posted no later than March 30<sup>th</sup>.
- c. The vacation schedule, posted on the bulletin board advising employees of their vacation schedule, shall be updated weekly, preferably every Wednesday before 5:00pm.

**12. The procedure for submission of applications for annual leave during other than the choice vacation period.**

- a. Requests for Leave shall be submitted no sooner than sixty (60) days prior to the date(s) requested.



b. The number of employees allowed off during the non-choice vacation period shall be in accordance with the following:

1. Three (3) percent of the **career** employees in the crafts represented by the APWU shall be allowed off on Annual Leave, in weekly increments per tour and section\*, on a first-come, first-served basis, provided that a PS Form 3971 has been submitted fourteen (14) days prior to the week requested.
2. Except for the period of December 10<sup>th</sup> through December 25<sup>th</sup>, seven (7) percent of the **career** employees in the crafts represented by the APWU shall be allowed off daily on Annual Leave, per tour and section\*, on a first-come, first-served basis provided that a PS Form 3971 has been submitted seven (7) days prior to the day requested.

Management will not be obligated to go beyond ten (10) percent cumulatively of 1. and 2. above.

3. Application for Annual Leave, during other than the choice vacation period for less than eight (8) hours within a given section\* will be granted on a first-come, first-served basis. If the employee's immediate supervisor has more than one (1) PS Form 3971 for the same period requested at the time s/he makes a decision to approve Annual Leave, seniority will determine who gets the approved Leave.
  4. Application for incidental Annual Leave outside of the provisions above will be granted on a first-come, first-served basis. Management will consider the operational needs of a given section\* in granting Annual Leave.
  5. When more than the employees allotted above submit on the same day(s) for the same period of time requested, as outlined in paragraph a, b, and c, seniority will determine who gets the approved Leave.
- c. All requests for Annual Leave for religious reasons will be made at least **seven (7) days prior to the date in question**. Management will make every effort to allow the maximum number of employees off for such religious observances.

\*Sections are defined in Item 4 of this LMOU.

**13. The method of selecting employees to work on a holiday.**

- a. On Monday, two weeks prior to the scheduling of holiday work, Management will post a memorandum at all time clocks advising the employees that if they wish to volunteer to work their holiday, the day designated as their holiday, or non-scheduled day, they are to advise their immediate supervisor that they wish to sign the volunteer list. Their signature on the volunteer sheet will indicate their willingness to work the holiday, the day designated as their holiday, or their non-scheduled day.

The employee will have an opportunity to sign the list up to 9 a.m. the **Tuesday** preceding the Tuesday when the Holiday schedule shall be posted.

- b. Employee sequence scheduling **by tour and section for holidays:**

- 1. Full-time Regular volunteer employees on their Holiday or designated Holiday, by seniority.**

- 2. Full-time Regular volunteer employees on their non-scheduled day.**

- In the case of such full-time volunteers, if they are scheduled to work and it is what would otherwise be their non-scheduled workday, they will be guaranteed eight (8) hours at the overtime rate, in accordance with Article 8, Section 1 and Section 4 **of the National Agreement**. These employees shall be scheduled by seniority.

- 3. PSE volunteers, by seniority.**

- 4. Holiday Clerk Assistants.**

- 5. PSE non-volunteers, by juniority, to the extent possible including overtime.**

- 6. Full-time Regular non-volunteer employees on their non-scheduled day, 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, Section 1 and Section 4 **of the National Agreement**.

- a. PSE's may be utilized prior to Full-time Regular volunteers working penalty overtime on their second non-scheduled day.**

- b. Employees with approved Annual Leave for the entire regular scheduled workday preceding the holiday, as well as for the entire regular scheduled workday immediately following the holiday, shall not be required to work the holiday schedule.**

**7. Full-time Regular non-volunteer employees on their Holiday, by juniority.**

- a. An employee who works on a holiday shall work his/her normal scheduled tour; if not, s/he may volunteer for any other tour, providing there is at least eight (8) hours between the tour the employee works on his/her scheduled day and the tour worked on his/her holiday.
- b. Employees working on their holiday or designated holiday shall have the right to work their normal bid assignment.
- c. **Management agrees to meet with the director of the appropriate craft for the Union or his/her designee to discuss the holiday schedule no later than the Sunday prior to the Tuesday that the holiday schedule will be posted.**
- d. **Management shall post the holiday schedule on the Tuesday of the week preceding the holiday by 12:00 P.M.**

**14. Whether “Overtime Desired” lists in Article 8 shall be by section and/or tour.**

Overtime will be administered as follows:

- a. There will be **three** overtime-desired lists for each section on each tour and location. Locations are defined as Plant, Individual Station, **and** District.
- b. Tours defined as:
  - Tour 1 **(when the start time of any regular duty assignment begins at 20:00 or later),**
  - Tour 2 **(when the start time of any regular duty assignment begins at 04:00 or later),**
  - Tour 3 **(when the start time of any regular duty assignment begins at 12:00 or later).**
- c. Sections to be defined as:
  - 1. **South Station**
  - 2. **West Station**
  - 3. **Downtown Station**
  - 4. **Hooksett Station**
  - 5. **Bedford Retail**
  - 6. **Manchester Main Retail**

7. **BMEU**
8. **Automation Letters**
9. **Mailing – Plant**
10. **Best Qualified – Plant**
11. **Best Qualified – District**
12. **Automation Flats**
13. **Miscellaneous Clerks – Plant**
14. **Miscellaneous Clerks – District**
15. **Miscellaneous Clerks – Stations**
16. **Maintenance by Occupational Group and Level**
17. **Motor Vehicle by Occupational Group and Level**

- d. **During the life of this agreement, when new technology is introduced at the Manchester P&DC and/or Post Office, management will consult with the Union at the local level concerning the possible establishment of new sections.**
- e. The **three** OTDL lists are defined as: **Before Tour, After Tour**, and Non-Scheduled Day.
- f. In administering the scheduling of overtime, the sequence will be:
  1. Full-time regulars on the appropriate Overtime Desired List (**before-tour, after-tour**, non-scheduled day) within the section, tour, and facility by seniority, on a rotating basis.
  2. **PSE's**
  3. **Holiday Clerk Assistants**
  4. Involuntary scheduling of **Full-time Regulars** not on the appropriate Overtime Desired List within the section, tour, and facility by juniority, on a rotating basis.
  5. **Voluntary scheduling of those from other mail processing sections within the facility who possess the necessary skills, by seniority, on a rotating basis. Mail processing sections to be defined as those sections listed above as:**

**8, 9, 12, 13**
  6. Involuntary scheduling of those from other mail processing sections within the facility who possess the necessary skills, by juniority, on a

rotating basis. Mail processing sections to be defined as those sections listed above as:

**8, 9, 12, 13**

- g. A craft employee who transfers from another postal facility or bids into a different section shall be eligible to transfer his/her name to the appropriate OTDL's within the first full pay period of his/her transfer or bid job.**
- h. An employee can remove his/her name from an overtime desired list by providing such request, in writing, to his/her immediate supervisor forty-eight (48) hours in advance of the time s/he wishes to be removed from the list, with the following exception:
  - 1. The employee was prescheduled for overtime and by being removed from the list will be relieved from his/her working such overtime.
- i. Except for unforeseen operational needs, Management shall give employees **one (1) hour** notice before they are to stay for overtime.

**16. The method to be used in reserving light duty assignments so that no regularly assigned member of the regular workforce will be adversely affected.**

The following shall serve as a guide for the installation head when assigning employees to light duty:

- a. All light duty applications must be submitted 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 necessary to cross crafts for light duty assignments, Management shall consult with designated representatives of the APWU.
- d. When an employee represented by the Union has met all requirements for a light duty assignment, Management shall consult with Union officials before making a final decision.

**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. In the clerk, **maintenance, and motor vehicle** crafts, reassignments within the installation shall be governed by seniority, level, **occupational group**, and tour when it is proposed to excess an employee(s) due to the needs of a section.
- b. Sections shall be defined as follows:

- 1. South Station**
- 2. West Station**
- 3. Downtown Station**
- 4. Hooksett Station**
- 5. Bedford Retail**
- 6. Manchester Main Retail**
- 7. BMEU**
- 8. Automation Letters**
- 9. Mailing – Plant**
- 10. Best qualified – Plant**
- 11. Best qualified – District**
- 12. Automation Flats**
- 13. Miscellaneous clerks – Plant**
- 14. Miscellaneous clerks – District**
- 15. Miscellaneous clerks – Stations**
- 16. Maintenance by Occupational Group and Level**
- 17. Motor Vehicle by Occupational Group and Level**

- c. These sections shall incorporate any new positions that may be created during the life of this agreement. Prior to assigning a new position to a given section, Management shall consult with the Union at the local level.
- d. When excessing to the needs of a section, the terms and conditions as outlined in Article 12, Section 5.C.4 of the **National Agreement** shall be applied.

**19. The assignment of employee parking spaces.**

Parking for craft employees will be on a first-come, first-served basis in the area designated as "Employee Parking": one parking spot will be provided for the President of the APWU or his/her designee.

**20. The determination as to whether annual leave to attend union activities requested prior to the determination of the choice vacation schedule is to be part of the total choice vacation plan.**

- a. 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.
- b. Reasonable consideration shall be given to employees of the Union to attend seminars, meetings, and State Conventions, even if the requests are made during the prime vacation period.

**21. Those other items which are subject to local negotiations as provided in the craft provisions of this agreement.**

- a. Management will furnish the Union, quarterly, current seniority rosters of the employees showing the names and seniority dates. The Union shall be notified of any changes affecting this roster.
- b. When the working hours of any position are changed sixty-one (61) minutes or more, the position shall be reposted.
- c. When the duties of any assignment are changed by the addition or deletion of any qualification defined as pass/fail, the position will be reposted.
- d. As part of the automated bid cluster, all vacancies to be posted shall be open for bid on the second Wednesday of an Accounting Period at 12:01 a.m. and withdrawn on the following Tuesday, at 12:00 a.m. Postings will be made on a 28-day bid cycle. Employees may utilize telephonic or computerized bidding technology to exercise bidding rights, and management agrees to discuss further the potential to provide computer terminals in stations for these purposes.
- e. A successful/senior bidder will be placed in the assignment as soon as reasonably possible, but in no case will that period of time exceed 28 days following the announcement of the successful/senior bidder, except in December or in cases involving deferment periods. The announcement of the successful/senior bidder will be made no later than ten (10) days after the closing of the bids.

**22. Local implementation of this agreement relating to seniority, reassignments, and posting.**

- a. Every reasonable effort will be made under normal conditions by local management to honor seniority on all issues affecting APWU Clerical,

**Maintenance, and Motor Vehicle** Craft employees, as long as such application of seniority in no way conflicts with established provisions of the National Agreement or any applicable law, and the employees affected are available and possess the needed skills and qualifications.

- b. The parties agree that, in accordance with the National Agreement, every reasonable effort shall be made by local management to provide consecutive days off. In an effort to further that commitment, prior to any new position being posted for bid, local management shall consult with the president or his/her designee of the APWU on any job having split days off so as to afford the local APWU an opportunity to discuss the merits of the split-day issue.
- c. Management will consult with an authorized Union official prior to posting newly created positions.
- d. Management will give the Union a copy of all new assignments the day prior to posting.

### MISCELLANEOUS

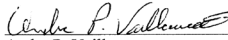
- a. The Union will be notified by management within five (5) days of the employment of employees within all crafts represented by the APWU.
- b. Four employees per tour, per week on a first-come, first-serve basis will be allowed three (3) hours of Administrative Leave for the purpose of donating blood and only if the blood bank is open during the employee's normal tour of duty and he/she is in a work/pay status.
- c. A list of all clerks who successfully bid five (5) times during the life of this contract shall be supplied to the Union upon its written request.
- d. Management shall provide glass enclosed bulletin boards for each represented craft. The clerical craft will be provided one glass enclosed bulletin board of suitable size, and one open bulletin board.
- e. The Christmas Labor/Management meeting shall be held on the first Tuesday in December or sooner, if possible.
- f. The installation head shall meet with the appropriate representative of the Union on the third Tuesday of each month at 10:00am for the purposes of conducting Labor/Management meetings, except in the month of December. One (1)




representative from the Motor Vehicle Craft, Maintenance Craft, and Clerk Craft, or the designee of that Craft will be permitted on the clock to attend the Labor/Management Meeting, provided it is within his/her tour of duty. The time of day may be changed if mutually agreed. Agendas shall be exchanged twenty-four (24) hours prior to meeting.

- g. At the written request of the employees, management shall send a copy of all new postings to their home address.

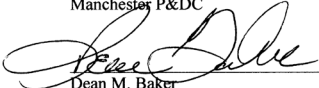
THE MEMORANDUM OF UNDERSTANDING IS ENTERED INTO ON NOVEMBER 7, 2016 AT MANCHESTER, NH, BETWEEN REPRESENTATIVES OF THE UNITED STATES POSTAL SERVICE AND DESIGNATED AGENTS OF THE MANCHESTER AREA LOCAL, PURSUANT TO THE LOCAL IMPLEMENTATION PROVISION OF THE 2015 NATIONAL AGREEMENT.

  
Andre P. Vaillancourt  
Lead Plant Manager  
Manchester P&DC


11-7-2014  
(date)

  
Dana Coletti  
President, Manchester Area Local  
American Postal Workers' Union

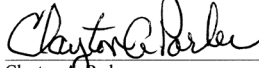
11/7/16  
(date)

  
Dean M. Baker  
Postmaster  
Manchester Post Office

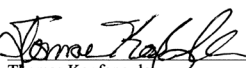
11-7-2016  
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Michael Lafayette  
Executive Vice President, Manchester Area Local  
American Postal Workers' Union

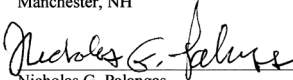
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Clayton A. Parker  
Manager, Vehicle Maintenance Facility  
Manchester, NH

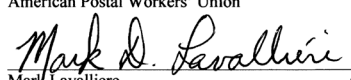
11-7-2016  
(date)

  
Thomas Koufopoulos  
Clerk Craft Director, Manchester Area Local  
American Postal Workers' Union


11-7-2016  
(date)

  
Nicholas G. Palangas  
Manager, Maintenance Operations  
Manchester P&DC

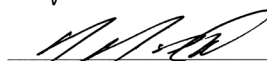
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Mark D. Lavalliere  
Maintenance Craft Director, Manchester Area Local  
American Postal Workers' Union

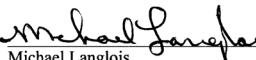
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Philip Boisvert  
Motor Vehicle Craft Director, Manchester Area Local  
American Postal Workers' Union


11/07/2016  
(date)

  
David Webster  
Secretary-Treasurer, Manchester Area Local  
American Postal Workers' Union

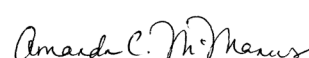
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Michael Langlois  
Area Business Agent B, Manchester Area Local  
American Postal Workers' Union

11/7/16  
(date)

  
Deb Smith  
L&DC Director, Manchester Area Local  
American Postal Workers' Union

11/7/16  
(date)

  
Amanda McManus  
Secretary, Manchester Area Local  
American Postal Workers' Union

11/07/2016  
(date)



