

2006-2010

MEMORANDUM OF UNDERSTANDING

BETWEEN

MANAGEMENT, PORTSMOUTH, NH 03801

AND

PORTSMOUTH NH LOCAL #355

AMERICAN POSTAL WORKERS UNION, AFL-CIO

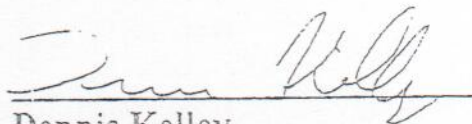
This Memorandum of Understanding is entered on April 25, 2007 at the Portsmouth, NH P&DF between the representatives of the U.S. Postal Service and the designated agent of the Portsmouth NH Area Local #355, American Postal Workers Union, AFL-CIO, pursuant to the local implementation provision of the 2006-2010 Collective Bargaining Agreement. It is agreed by all parties to continue the current language in full for the duration of the agreement, with the following exception:

Addendum to Item 14-

The overtime desired list for the clerk craft shall be separated into two (2) lists: Before and After Tour List and Non-Scheduled Day List.



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- c) In the event of civil disorders, Postal Manual 721.921B, 1 and 2 will be adhered to.

#### 4. FORMULATION OF A LEAVE PROGRAM

- a) Beginning the second week of January of each year and continuing through March 15<sup>th</sup> of each year, employees shall fill out Form 1547 in duplicate. The original will be maintained by the employer, and the copy, which will be initialed and dated, will be returned to the employee to verify receipt.
- b) Employees wishing to cancel leave selected during the Choice Vacation Period shall give management at least ten days advance notice so that such canceled leave can be posted for bid prior to the Wednesday Schedule. In the event that said leave is not canceled prior to ten days, the employee shall not be allowed on-the-clock for the scheduled absence, except in emergency situations, the determination of which will be made jointly by Management and APWU President or designee.
- c) Such canceled leave will be posted for individuals on a seniority basis to those who did not use the full quota of prime vacation period. Leave canceled during prime time will be in 40-hour increments as bid on Form 1547 or other instrument. (Buck Slip, etc.)
- d) An employee who bypassed prime time shall not be given first consideration.

#### 5. THE DURATION OF THE CHOICE VACATION PERIOD

The choice vacation period for the 2006-2010 shall be set at twenty (20) weeks starting on May 5, 2007, May 3, 2008, May 2, 2009, May 1, 2010.

#### 6. THE DETERMINATION OF THE BEGINNING DAY OF THE EMPLOYEES VACATION PERIOD

The employee's vacation shall begin on the first day of the employee's basic work week; i.e., if the employee works Monday through Friday with Saturday and Sunday off, his/her vacation starts on Monday of the week requested off.

If the employee works Tuesday through Saturday with Sunday and Monday off, his/her leave starts on Tuesday, etc.

Employees working split weeks shall have their vacation start on the day

## 1. 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 periods and a five (5) minute wash-up time prior to the end of their tour of duty.

## 2. THE ESTABLISHMENT OF A REGULAR WORK WEEK OF FIVE (5) DAYS WITH EITHER FIXED OR ROTATING DAYS OFF

- a) Management of the Portsmouth NH Post Office agree that every reasonable effort will be made to provide and establish, for clerical and maintenance craft employees, consecutive days off within a service week, in conformance with the criteria established in Article 8, Section 2C of the 2006 National Agreement.
- b) Every effort shall be made by the employer to see that weekends and Sunday and Monday days off 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 additional positions are created.
- d) The present policy of fixed days off shall continue at this office.

## 3. GUIDELINES FOR THE CURTAILMENT OR TERMINATION OF POSTAL OPERATIONS TO CONFORM TO ORDER 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 appropriate to the immediate situation to assure the protection of the health and welfare of all employees in the installation. Labor organizations and 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 telephone that they need not come to work. This will be accomplished as soon as a definite decision is rendered concerning curtailment because of adverse conditions.

beginning the longest period of consecutive work days; i.e., Sunday and Friday off would start their vacation on Monday, not Saturday. The employee may request their vacation period start on a day other than the day beginning the longest period of consecutive days. Such request shall be attached to the prime time application and will not be unreasonable denied.

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

Each employee shall have two (2) choices of Prime Time if the employee so desires. Prime time shall be allocated as per Article 10, Section 3D, 1 and 2 of the 2006-2010 National Agreement.

8. 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 that they serve on jury duty considered as part of their Prime Vacation Time.
- b) Delegates who attend National, State, or other Union Conventions, including Assemblies, shall not have this time considered as part of their Prime Vacation Time.
- c) A minimum of six (6) employees affected by a) and 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 under b) above will be made to Management as soon as possible, but no later than June 15<sup>th</sup>. Requests for leave under b) above shall be the actual dates of the State or National Convention. Additional employees, over and above the minimum stated, shall be allowed leave if the needs of the service allow.
- d) A minimum of two (2) maintenance craft employees will be allowed under the above provisions.

9. DÉTERMINATION OF THE MAXIMUM NUMBER OF EMPLOYEES WHO SHALL RECEIVE LEAVE EACH WEEK DURING THE CHOICE VACATION PERIOD

- a) Under Article 30, Section B9, a maximum of twenty (20) clerks shall receive Leave each week during the Choice Vacation Period.

2010-2015

Due to the changes of the clerk complement of more than 10% per the Portsmouth LMOU. The following changes are agreed to for just the following Articles and Sections. No other Articles or Sections will change with this amendment.

**9. DETERMINATION OF THE MAXIMUM NUMBER OF EMPLOYEES SHALL RECEIVE LEAVE EACH WEEK DURING THE CHOICE VACATION PERIOD.**

- A. Under Article 30, Section B9, a minimum of two (2) clerks shall receive leave each week during the Choice Vacation Period.
- B. Maintenance employees shall be eligible for Choice Vacation as follows.

<u>Title</u>	<u>Maximum Number Allowed</u>
Custodian	1 Per Tour
BEM or General Mechanic	1 Per Tour

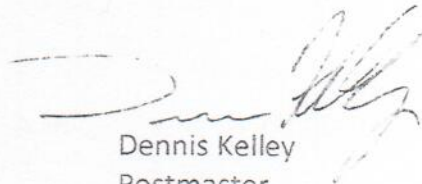
- C. No employee shall have his/her schedule leave canceled or changed because of unexpected absences, even if it is necessary to pay overtime for an employee in order for him/her to take his/her vacation.
- D. In the event the clerical complement changes by more than 10%, the above figures shall be subject to re-negotiation.

**12. THE PROCEDURE FOR SUBMISSION OF APPLICATIONS FOR ANNUAL LEAVE OTHER THAN THE CHOICE VACATION PERIOD.**

- E. There shall be a minimum of two (2) clerks eligible for leave each day, except in the month of December. During the month of December, there will be a minimum of one (1) clerk eligible for leave each day. The APWU will be provided with the number of APWU employees on November 1<sup>st</sup> each preceding year to determine if the complement has changed by more than ten percent (10%)

*Dan Huppe*

Dan Huppe  
President  
Portsmouth Area Local #355



Dennis Kelley  
Postmaster  
Portsmouth, NH 03801

b) Maintenance employees shall be eligible for choice vacation as follows:

<u>Maximum Number Allowed</u>	<u>Title</u>
1 Per Tour	ET
1 Per Tour	MPE
1	Maintenance Control Clerk
1 Only	BEM or General Mechanic
1 Per Tour	Custodian

c) No employee shall have his/her scheduled leave canceled or changed because of unexpected absences, even if it is necessary to pay overtime for an employee in order for him/her to take his/her vacation.

d) In the event the clerical complement changes by more than 10 %, the above figures shall be the subject of re-negotiation.

**10. THE ISSUANCE OF OFFICIAL NOTICES TO EACH EMPLOYEE OF THE VACATION SCHEDULE APPROVED FOR HIM/HER**

The employer shall, as soon after March 15<sup>th</sup> of each year as possible, but no later than April 15<sup>th</sup>, notify each employee by posting of the Prime Time Calendar of his/her approved vacation. Those employees on extended leave of any type shall be notified in writing.

**11. DETERMINATION OF THE DATE AND MEANS OF NOTIFYING EMPLOYEES OF THE BEGINNING OF THE NEW LEAVE YEAR**

a) The employer shall, not later than November 1<sup>st</sup>, publicize on bulletin Boards and by official notice to the President of the Local APWU, the Beginning date of the new leave year which shall begin with the first Day of the first full period of the calendar year.

b) If an employee is on extended sick leave or out in an extended leave status, he shall be mailed a copy of this notice for his/her information. extended leave shall be interpreted to mean a period of more than thirty (30) days.

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

a) All leave other than Choice Periods shall be submitted on Form 3971 in duplicate, and must be signed and one copy immediately returned to the employee by the Supervisor on duty. The employer shall provide carbon paper for this purpose.

- b) Leave requests other than for the Choice Vacation Period shall be on a first-come, first-served basis and must be approved or denied within a seventy-two (72) hour period.
- c) If, within the seventy-two (72) hour period referred to above, no denial or approval of said leave is received, then the leave requested shall be automatically approved.
- d) Form 3971 may be submitted at any time during a calendar year that leave is requested, except that leave for the months of January and February of that year may be submitted during the preceding November and December.
- e) There shall be a minimum of 13% clerks eligible for leave each day, except in the month of December. During the month of December, there will be a minimum of 6.5% clerks eligible for leave each day. The determination of what the percentage equals will be formulated on the first Monday in May of each year. (The percentage off this year will be calculated upon the signing of the Local Agreement). The APWU will be consulted and provided a copy of the numbers used each year within a reasonable period of time after Local Agreement has determined the number of employees employed.
- f) This will be broken down into the following format:
  - Tour 1
  - Tour 2 (Not more than three (3) employees may be employees with fixed credits.)
  - Tour 3
- g) Additional employees may be scheduled off if it is not adverse to the needs of the Service.
- h) In the event an employee applies for a fraction of a day, such request shall not be considered as part of the quota allowed on leave for that day. A fraction of a day will be considered three (3) hours or less. Management shall make every reasonable effort to approve leave for employees requesting a fraction of a day.
- i) The leave calendar must be posted in an area accessible for all employees to view.

- j) Employees wishing to cancel leave selected shall give Management at least 72 hours advance notice. In the event that said leave is not canceled prior to 72 hours, the employee shall not be allowed on-the-clock for the scheduled absence, except in emergency situations, the determination of which will be made jointly by Management and the APWU President or designee.

### 13. THE METHOD OF SELECTING EMPLOYEES TO WORK 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 following procedure shall be followed:

- a) Three (3) weeks prior to the holiday, Management will post a notice inviting clerks to volunteer their holiday or designated holiday. This notice will be centrally located on the workroom floor and will remain posted until the Friday two weeks prior to the holiday. The notice will state the date the sign-up sheet is to be taken down. The APWU will be provided a copy of the posting for each holiday.
- b) The APWU will have the opportunity to sit down with Management in the formulation of the holiday schedule to resolve any problems or concerns that may arise.
- c) Employees will be scheduled for the holiday as follows:
1. Causal Employees, even if the payment of overtime is required.
  2. Part-time Flexibles, even if the payment of overtime is required.
  3. Full-time and Part-time regular employees who have volunteered to work on the holiday or their designated holiday when such a day is part of their regular work day schedule.
  4. All other full-time and part-time regular volunteers, if they are scheduled to work and it is what would otherwise be their non-scheduled work day.
  5. Full and part time regulars who have not volunteered and who will be working on what would otherwise be their non-scheduled work day.
  6. All other full time and part time regulars who have not volunteered. In Scheduling of volunteers in accordance with Paragraphs 3 and 4 above, Seniority will be normally used. In scheduling of non-volunteers in accordance with Paragraphs 5 and 6, inverse seniority will normally be used.
  7. The holiday selection process will be by Tour, provided those employees working on the holiday are qualified to perform the work.

### 14. WHETHER OVERTIME DESIRED LIST IN ARTICLE 8 SHALL BE BY SECTION OR TOUR

- j) Employees wishing to cancel leave selected shall give Management at least 72 hours advance notice. In the event that said leave is not canceled prior to 72 hours, the employee shall not be allowed on-the-clock for the for the scheduled absence, except in emergency situations, the determination of which will be made jointly by Management and the APWU President or designee.

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  - b) The APWU will have the opportunity to sit down with Management in the formulation of the holiday schedule to resolve any problems or concerns that may arise.
  - c) Employees will be scheduled for the holiday as follows:
    1. Casual Employees, even if the payment of overtime is required.
    2. Part-time Flexibles, even if the payment of overtime is required.
    3. Full-time and Part-time regular employees who have volunteered to work on the holiday or their designated holiday when such a day is part of their regular work day schedule.
    4. All other full-time and part-time regular volunteers, if they are scheduled to work and it is what would otherwise be their non-scheduled work day.
    5. Full and part time regulars who have not volunteered and who will be working on what would otherwise be their non-scheduled work day.
    6. All other full time and part time regulars who have not volunteered. In Scheduling of volunteers in accordance with Paragraphs 3 and 4 above, Seniority will be normally used. In scheduling of non-volunteers in accordance with Paragraphs 5 and 6, inverse seniority will normally be used.
- The holiday selection process will be by Tour, provided those employees working on the holiday are qualified to perform the work.

### 14. WHETHER OVERTIME DESIRED LIST IN ARTICLE 8 SHALL BE BY SECTION OR TOUR

As a result of 1984 impasse on this Item, the language in Grievance N1C-1K-C 29226 was incorporated which states:

"Article 8.5 states that, when needed, overtime work for regular full-time employees shall be scheduled among qualified employees doing similar work in the work location where the employees regularly work... Therefore all clerks who do not normally work on the workroom floor (window clerks, clerk typist, accounting technician, etc.), shall be removed from the mail processing overtime desired list. Separate OTDL may be established for these other work locations. The Local Agreement already provides for the OTDL to be established by Tour."

The Overtime Desired List shall be by Tour. One-half hour notice shall be given prior to overtime.

**15. THE NUMBER OF LIGHT DUTY ASSIGNMENTS WITHIN EACH CRAFT OR OCCUPATIONAL GROUP TO BE RESERVED FOR TEMPORARY OR PERMANENT LIGHT DUTY ASSIGNMENTS**

- a) The Installation Head shall not be limited to the number of temporary and/or Permanent light duty assignments when deemed necessary for properly Carrying out the general policy and procedure of the 2006-2010 National Agreement under Article 13. Management will make all reasonable efforts to retain the employee on his/her assigned tour and days off, and will consult with the Union and abide by all other provisions of Article 13 of the 2006-2010 Nation agreement.
- b) Upon assignment to light duty, the employee will be given the option of having a one-half (½) or one (1) hour lunch break during the tour.
- c) The APWU will be consulted on the hours of work and number of duty assignments for any employee crossing crafts for light duty purposes before such assignment is made.

**16. THE METHOD TO BE USED IN RESERVING LIGHT DUTY ASSIGNMENTS SO THAT NO REGULARLY ASSIGNED MEMBER OF REGULAR FORCE WILL BE ADVERSELY AFFECTED**

Management and the APWU shall implement Items 15 and 17 to see that no regularly assigned member of the regular work force is adversely affected in reserving of temporary and permanent light duty work.

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

- a) All light duty applications must be submitted in accordance with Article 13 of the 2006-2010 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 an employee represented by the APWU has met all the requirements for a light duty assignment, Management shall consult with Union officials before making a final decision.
- d) A light duty assignment will not be used to bump an employee from his/her regular bid job.

**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 (REASSIGNMENT)**

When it is proposed to reassign within an installation, employees excess to the needs of a section, each tour of the Portsmouth Post Office shall comprise a section.

**19. THE ASSIGNMENT OF EMPLOYEE PARKING SPACES**

- a) Parking shall be on a first-come, first-served basis.
- b) It will be the obligation of both parties to discuss and review the continued Administration of the Portsmouth parking areas at the quarterly Labor/ Management meetings. If and when additional parking becomes available, The APWU will receive a fair proportion of same.
- c) Management will make every reasonable effort to provide adequate security for the Postal employees' parking area. A log will be kept by the Tour Supervisor to record any and all incidents occurring on the Federal Installation.

**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 VACTATION PLAN**

Delegates who attend National, State, or other Union Conventions, including Assemblies, shall not have this time considered as part of their Prime Vacation Time