

Article 30

1990 National Agreement

Local Implementation

1990 - 1994

Memorandum Of Understanding

Between

Management, Coffstown, N.H. 03045

And

Manchester Area Local, American Postal Workers Union, AFL - CIO

ITEM #1

ADDITIONAL OR LONGER WASH-UP PERIODS.

- A. Reasonable wash-up time shall be granted to employees who perform dirty work or work with toxic materials.
- B. The Parties shall abide by the local policy regarding existing practices.

ITEM #2

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

- A. When a regular clerk position is created it will have fixed days off.
- B. As far as practical, the five (5) working days will be consecutive within the service week.

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.

In the event of an emergency, the Postmaster or his designee will consult with the APWU representative, if available, to discuss any problems which may arise.

Reasonable consideration shall be given, but not limited to such factors/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. If deemed necessary, such notification will be by telephone and/or available public media, such as, television or radio.

In those cases that affect the town or state, the Postmaster or designee shall consult with Town or State Officials to determine the extent of the emergency.

Under the 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 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. Blood leave shall be handled in accordance with the provisions of subchapter 519.25 of the ELM, employees shall receive the necessary time as recommended by the blood bank for blood donation up to 8 hours.

- B. Military Leave shall not be considered a part of the employee's choice vacation period, and such leave shall be granted upon request.

- C. If a request for Annual Leave has not been returned disapproved within seventy-two (72) hours after submission, provided it has been submitted to the employee's immediate supervisor, the request shall be considered automatically approved.

ITEM #5

THE DURATION OF THE CHOICE VACATION PERIOD(s).

The choice vacation period shall start on the third full week of May and end with the second full week of September; in addition, one (1) of the two (2) school vacation weeks designated by the Parties will also be included. This period shall not exceed eighteen (18) 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 Monday. The vacation week shall consist of seven (7) consecutive days for each week. No employee on annual leave shall be allowed on the clock during the seven (7) day period except in serious emergency.

ITEM #7

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

For the choice vacation period, employees may take units of five (5) days and ten (10), or ten (10) days and five (5) consecutive working days. This selection(s) will be in accordance with Article 10, Section 3.D of the National Agreement.

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. 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 .1 or more shall be rounded upward to the next whole number.
11% of the clerk craft employees as of the first Monday of February.
- 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, 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 on the first Monday in February and ending on the second Monday in March. 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.

- 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 the first Monday in February 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 the third Monday in April.

ITEM #12

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

Applications for Annual Leave during other than the choice vacation period shall be granted on a first come, first serve basis. Such requests shall be submitted on a PS Form 3971 no sooner than thirty (30) days in advance unless mutually agreed by Management and the Union.

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 Goffstown 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 ASSIGNMENT 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, and will assign in accordance with guidelines in the National Agreement Art 13.

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 Goffstown Post Office shall be considered a section.

Item #19

The Assignment Of Employee Parking Spaces

At the Goffstown Post Office there is ample parking for all employees. There will be no reserved parking. Parking will be on a first come, first serve basis in the area designated for employee parking.

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 at straight-time rate prior to assigning such work to casuals.

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.

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 in regards to administration of the National Agreement 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 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. When the starting time of any bid 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 10/23/91
at Goffstown, N.H. between the representatives of the United States
Postal Service, and the designated agent of the American Postal
Workers Union, Manchester, N.H. Area Local, AFL-CIO, representing
the A.P.W.U. in Goffstown, N.H. pursuant to the local implementa-
tion provision of the 1990 National Agreement.

Philip A. Bennett
For The United States Postal Service

Kenneth J. Kelble
For The American Postal Workers Union