

MEMORANDUM OF UNDERSTANDING
BETWEEN
U.S. POSTAL SERVICE, SUNCOOK, NH
AND
MANCHESTER AREA LOCAL,
AMERICAN POSTAL WORKERS UNION, AFL-CIO

2015-2018

ITEM ONE: Additional or longer wash-up periods.

Reasonable wash-up time shall be granted, when needed by a Craft employee, to perform duties that require a clean appearance, to prevent soiling of paperwork, prior to clocking out for lunch, and at the end of the tour.

ITEM TWO: The establishment of a regular workweek of five days with either fixed or rotating days off.

A regular work week of five days with fixed days off will be established.

ITEM THREE: Guidelines for curtailment or termination of postal operations to conform to orders of local authorities or as local conditions warrant because of emergency conditions.

Postal Officials shall take action appropriate to the immediate situation to ensure the protection of the health and welfare of all employees.

Upon contacting local authorities regarding emergency weather conditions, responsible Postal Officials shall immediately examine the situation and take appropriate action in conformance to those authorities. When local emergency conditions warrant the curtailment of operations, Postal Officials shall, making the safety of their employees their prime concern, take appropriate action with consideration in granting all leave requests and taking into account road conditions that could adversely affect employees' transportation to and from the installation. They also shall determine the utilization of the scheduled work force by the severity of the specific needs of the Service. All employees shall be promptly advised of the action taken or to be taken as a result of the decision rendered.

ITEM FOUR: Formulation of the local leave program.

- A. The Service shall prepare an official leave chart and make it available to the Union, along with a sufficient supply of PS Forms 1547, by January 15th of each year. Employees desiring annual leave during the Choice Vacation Period shall make their selection(s) by seniority on the leave chart, and provide management with a complete PS Form 1547 in duplicate.
- B. The Choice Vacation chart shall list, by weeks, the Choice Vacation Period for each craft.
- C. The Service shall retain control of the chart and make it available to all Craft employees.
- D. Each employee shall have three (3) working days to complete PS Form 1547 and return it to management.

- E. Deferring or canceling employees shall be placed at the bottom of the seniority list.
- F. The cancellation of Choice Vacation Period inside fourteen (14) days shall not be permitted without the joint approval of the Union and management.
- G. All cancellations fourteen (14) days in advance of Choice Vacation Period shall be re-bid starting with the employee following the employee who cancelled, if the first selection has not been completed; otherwise, it will be available on a first-request/first-granted basis, by seniority.
- H. Military Leave will not be charged to an employee's Choice Vacation Period.
- I. A Craft employee who becomes ill or injured five (5) days or more while on leave during the Choice Vacation Period shall be allowed another selection, if available, during the Choice Vacation Period.
- J. An employee can have but one (1) week that includes a holiday in his/her first Choice Vacation Period.
- K. Blood Leave will be granted in accordance with Section 519 of the ELM.
- L. If a request for annual leave has not been returned forty-eight (48) hours after submission, provided it was submitted to the postmaster or designee fourteen (14) days in advance, the request shall be automatically approved.

ITEM FIVE: The duration of the choice vacation period(s).

The Choice Vacation Period shall begin the third full week of May, through the first full week of September and include the fourteen (14) days following Christmas.

ITEM SIX: The determination of the beginning day of an employee's vacation period.

During the Choice Vacation Period, the employee's vacation will begin on Monday of the service week and shall include the following Saturday and Sunday of such week(s).

ITEM SEVEN: Whether employees at their option may request two selections during the choice vacation period, in units of 5 or 10 days.

Any Craft employee may, at his/her option, request two (2) selections during the Choice Vacation Period in units of five (5) or ten (10) days, not to exceed the 10 or 15 days s/he is entitled to on his/her first selection.

ITEM EIGHT: Whether jury duty and attendance at National or State Conventions shall be charged to the choice vacation period.

- A. Jury Duty shall not be charged to an employee's Choice Vacation Period.
- B. Leave for National, State, or Regional Union Conventions or Assemblies shall not be charged to an employee's Choice Vacation Period.

ITEM NINE: Determination of the maximum number of employees who shall receive leave each week during the choice vacation period.

- A. Twenty (20) percent of Craft employees shall be allowed on annual leave during the Choice Vacation Period.
- B. When applying percentages outlined above, any fraction 0.50 or over will be rounded up to the next higher number. However, in no case will such rounding result in less than one (1) employee in each Craft being provided annual leave, if requested, during each week of the Choice Vacation Period.

ITEM 10: The issuance of official notices to each employee of the vacation schedule approved for each employee.

Management shall return the duplicate PS Form 1547 indicating the approved Choice Vacation Period within one (1) working day. Upon receipt of PS Form 1547, management shall verify the official leave chart and return it to each employee.

ITEM 11: Determination of the date and means of notifying employees of the new leave year.

The employer shall, no later than November 1st of each year, publicize on bulletin boards and by official notice to the local representative of the APWU, the beginning date of the new leave year.

ITEM 12: The procedures for submission of applications for annual leave during other than 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. Fifteen (15) percent of each craft shall be allowed off on annual leave in weekly increments, on a first come, first serve basis by seniority, provided that a PS Form 3971 has been submitted seven (7) days prior to the week requested.
 2. Except for the month of December, fifteen (15) percent of the clerk craft shall be allowed off daily on annual leave, provided the requirements of 2A have not been met. Requests must be submitted on a PS Form 3971 at least 48 hours in advance. Requests will be made on a first come, first serve basis. If more than two requests are submitted at the same time seniority will determine who gets the approved leave.
 3. Leave requests more than sixty (60) days in advance will be reviewed by both parties on an individual basis.
- C. Leave applications shall be given to the immediate supervisor, 204B, or Postmaster, in duplicate, on form PS 3971. Immediately upon receipt, the supervisor, 204B, or Postmaster shall initial the duplicate copy, noting the date and time received, and return it to the employee. If the leave is disapproved, a copy of the form PS 3971, showing the reason for disapproval must be given to the employee by the end of the next working day on which the form PS 3971 was submitted.

ITEM THIRTEEN: The method of selecting employees to work on a Holiday.

- A. Management will canvass all employees by craft for volunteers to work their holiday or designated holiday.
- B. Employee sequence scheduling 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.
 3. PTF volunteer employees, by seniority.
 4. PSE volunteer employees, by seniority.
 5. PSE non-volunteers to the extent possible including overtime.
 6. PTF non-volunteers.
 7. Full-time Regular non-volunteers on their non-scheduled day, by juniority.
 8. Full-time Regular non-volunteers on their Holiday, by juniority.
- C. Management shall post the holiday schedule on the Tuesday of the week preceding the holiday.

ITEM FOURTEEN: Whether "Overtime Desired" lists in Article 8 shall be by section and/or tour.

The "Overtime Desired" list shall be by tour. A reasonable effort shall be made to afford an employee at least a two (2) hour notice of request to work overtime after tour.

Overtime will be administered as follows:

- A. The two overtime desired lists are defined as: work day and non-scheduled day.
- B. When overtime is required, management will schedule regulars on the appropriate overtime desired list prior to utilizing the part-time flexible and/or PSE's.

ITEM FIFTEEN: The number of light duty assignments within each craft or occupational group to be reserved for temporary or permanent light duty assignment.

Light duty assignments will be made in accordance with the employee's limitations/ restrictions and the productive work available. See Article 13 of the National Agreement.

ITEM SIXTEEN: 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 SEVENTEEN: 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, such assignments shall be in accordance with Article 13 of the National Agreement.

ITEM EIGHTEEN: The identification of assignments comprising a section, when it is proposed to reassign within an installation employee's excess to the needs of a section.

The entire Suncook Post Office will be considered one section.

ITEM NINETEEN: 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.

ITEM TWENTY: The determination as to whether annual leave to attend Union activities request prior to determination of the choice vacation schedule is to be part of the total choice vacation plan.

Annual or other Leave to attend union activities request prior to determination of the Choice Vacation Period is not to be part of the total Choice Vacation Plan, nor will it be counted against the Clerk Craft Quota.

ITEM TWENTY-ONE: Those other items which are subject to local negotiations as provided in the craft provisions of this agreement.

- A. When the working hours of any position are changed sixty-one (61) minutes or more, the position shall be reposted.
- B. Management shall post, and furnish the Union, copies of the seniority list by January 10th and July 10th of each year.

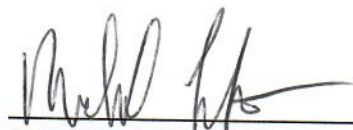
ITEM TWENTY-TWO: Local implementation of this agreement relating to seniority, reassignments, and posting.

- A. Information on posting notices are to include those provisions pursuant to Article 37, Section 3E of the 2015-2018 National Agreement
- B. A copy of all notices and/or requests for bids shall be given to the Local Union.
- C. The length of posting shall be seven (7) days.
- D. When an absent employee has so requested (in writing), stating his/her mailing address, a copy of any notice inviting bids shall be mailed out to the employee.

THE MEMORANDUM OF UNDERSTANDING IS ENTERED INTO ON NOVEMBER 21, 2016, AT MANCHESTER NEW HAMPSHIRE, BETWEEN THE REPRESENTATIVES OF THE UNITED STATES POSTAL SERVICE AND THE DESIGNATED AGENT OF THE MANCHESTER AREA LOCAL, PURSUANT TO THE LOCAL IMPLEMENTATION PROVISION OF THE 2015 NATIONAL AGREEMENT.



RICHARD PROVENCHER, POSTMASTER
SUNCOOK



MICHAEL LAFAYETTE, VP
MANCHESTER AREA LOCAL
AMERICAN POSTAL WORKERS UNION, AFL-CIO