

MEMORANDUM OF UNDERSTANDING

BETWEEN

POST OFFICE MANAGEMENT

AND

AMERICAN POSTAL WORKERS UNION

LOCAL 242

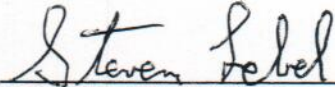
ROCHESTER, NEW HAMPSHIRE 03867


FOR

2000-2003

THIS MEMORANDUM OF UNDERSTANDING IS ENTERED INTO ON APRIL 15, 2002  
IN ROCHESTER, NEW HAMPSHIRE 03867 BETWEEN THE REPRESENTATIVE OF  
THE UNITED STATES POSTAL SERVICE AND THE DESIGNATED REPRESENTATIVE  
OF THE AMERICAN POSTAL WORKERS UNION , ROCHESTER LOCAL. PURSUANT  
TO THE LOCAL IMPLEMENTATION PROVISION OF THE 2000 NATIONAL AGREEMENT.

  
FOR THE U.S. Postal SERVICE

  
FOR THE APWU UNION

  
WITNESS FOR THE U.S. POSTAL  
SERVICE

  
WITNESS FOR THE APWU UNION

LOCAL MEMORANDUM OF UNDERSTANDING OF  
THE 2000-2003 NATIONAL AGREEMENT

ARTICLE 1 - UNION RECOGNITION

The agreement contained herein through negotiations between management and the Rochester Local 242 is now implemented locally. The nationally negotiated agreement effective for 2000-2003 constitutes a memorandum of understanding between the Rochester Post Office and the Rochester local on local personnel policies and practices. The agreement covers all employees of the; Rochester post office for which the AMERICAN POSTAL UNION has been recognized as the EXCLUSIVE BARGAINING REPRESENTATIVE at the national level.

ARTICLE XXX - LOCAL IMPLEMENTATION

1. Additional or longer wash up period.

A reasonable amount of time will be allowed by management for clerks who perform dirty work or work with toxic materials to wash their hands.

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

The work week will consist of five fixed days with fixed days off.

3. Guidelines for the curtailment of termination of postal operations to conform to orders of local authorities or as local conditions warrant because of emergency conditions.

Whenever the safety or health of employees is endangered, the Postmaster or his designated person shall take appropriate action to the immediate situations to insure that the health and safety of the employees is protected. Keeping in mind that the basic mission of the United States Postal Service. The Local President or his designee and employees shall be advised promptly or the action taken as a result of the Postmaster or his designee's decision.

4. Formulation of local leave program.

Each employee shall be responsible for planning their vacation period in accordance with his/her personal desires,

governed by service requirements and the number of employees available for necessary replacements.

One employee (1) shall be granted pre-scheduled annual leave in other than prime vacation period. Management will not be required to approve annual leave requests under this provision, unless the leave request is submitted by close of business on Tuesday prior to the schedule being posted for the service week in which leave is requested. Leave request submitted after Tuesday will be approved provided no adverse effects will result to our service to the customers or additional costs incurred by the employers. Additional annual leave will be granted as service conditions permit at the discretion of management and with the consultation of the union president or his/her designee.

No mandatory annual leave commitments will be in effect for the period of December 7th through December 21. If the needs of the service will allow, employees may be granted annual leave during this period at the discretion of management and with the consultation of the union president or his/her designee.

5. Duration of choice vacation period.

The choice vacation period shall begin with the week that includes May 15th and ends with the week that includes September 15th of each year. Additional annual leave will be granted as service conditions permit at the discretion of management and with the consultation of the union president or his/her designee.

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

Vacation weeks shall be Sunday through Saturday.

7. Whether employees at their option may request two selections during choice vacation period, in units of either five or ten working days.

Employees will have at their option two selections during the choice vacation period, in units of either five, ten or fifteen days.

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

Jury duty shall not be charged to the choice vacation period.

In the event a local member wished to attend a National or State Convention, sufficient notice will be given if possible and the employer will make every reasonable effort to grant such a request, consistent with service needs. This leave shall not be charged to the choice vacation period.

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

14% of the regular work force shall receive leave during choice vacation period.

In those instances where computing the 14% results in a fraction, the following guidelines will apply:

a. Less than .25%, an additional clerk shall be allowed off for the three weeks that include and begin with the week of July 4th.

b. .25% but less than 50%, an additional clerk will be allowed off for the succeeding two weeks after the period indicated in a. above. (Fourth and fifth weeks after week beginning July 4th.)

c. .50% but less than .75%, an additional clerk will be allowed off for the succeeding two weeks after the period indicated in b. above. (Sixth and seventh weeks after week beginning July 4th.)

d. .75% and higher will be rounded off to the next whole number for the period of the choice vacation period.

Additional annual leave may be granted as service conditions permit at the discretion of management.

10. Official notice of leave.

A calendar reflecting the choice vacation period will be passed among all career clerks starting with the senior employee and proceeding downward through the seniority list. This procedure will start February 1st of each year. Each

employee will have no more than three (3) calendar days in which to make their selection. When an employee makes his selection he will complete a PS Form 3971 to the supervisor and receive the approved carbon copy for his information.

No later than March 15th of each year, the approved choice leave will be entered on the leave year calendar posted on the official bulletin board, which will be kept on the workroom floor and kept up to date.

Any employee who declines to make his/her selection upon presentation of the leave schedule, will be considered to have waived their right and will not be permitted to reclaim their seniority to the disadvantage of an employee who has made their selection in the interim. However, they may reclaim the list at any time, prior to the completion of the list to make his/her selection.

Any employee who cancels approved leave fourteen (14) days or more prior to the effective date will have this leave posted on the official bulletin board for three (3) days for bid by other clerks. The senior employee bidding will be selected. In no event will any employee be entitled to more than the authorized amount of leave for choice period.

Any vacated Choice Vacation period shall be presented to the Union President or Designee for selection to employees junior to the individual relinquishing the prime vacation period. If no one bids it, everyone has the right to bid this leave by seniority.

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

The date of the new leave year will be placed on the bulletin board no later than December 1st.

12. The procedures for submission of applications for annual leave during other than choice vacation period.

A. Available annual leave time outside the prime vacation period will be awarded to the employee on the basis of seniority. An employee desiring such time must place a bid no later than one hundred eighty (180) days prior to the beginning of the desired time. Any employee having

submitted an accepted annual leave form will not be bumped within 190 days of the effective date of that leave.

Example: Employee A submits request for annual leave 210 days prior to the accepted date. He may be bumped during the period of 210 days and 181 days prior to the effective date. After 180 days prior to the effective date, the leave is automatic to Employee A.

B. Leave slips are to be given to a supervisor in duplicate and he/she will indicate date and time received on request.

C. Supervisor will notify employee no later than 48 hours after the request has been submitted and acknowledged. Failure to notify the employee as to acceptance or refusal of the request within 48 hours, means automatic acceptance.

D. A clerk shall not be granted any days (i.e. less than 40 hours) prior to the 180 day freeze period that would prevent another employee from enjoying a full weeks annual leave.

During the 180 day freeze period, leave shall be granted on a first come, first serve basis with full 40 hour periods of leave having preference over periods of less than 40 hours, except that applications for partial weeks of available leave during the period 30 days or less prior to such leave shall be granted on a first come, first serve basis with immunity from being bumped either by a senior employee or by an employee requesting a full 40 hour leave period.

E. A leave calendar reflecting the entire leave year will be visibly posted on the workroom floor and kept posted with all approved annual leave.

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

As many full time regular employees as can be spared are to be excused from duty on a holiday. Casual and part-time flexible employees are to be utilized first, even if overtime is necessary. If additional employees are necessary, volunteer full time regular schedule employees must be selected before requiring non-volunteers to work. Full time regulars who are required to work on their

holiday, will be selected starting with the junior regular on a rotating basis.

14. Whether "Overtime Desired Lists" in Article VIII shall be by section and/or tours.

Overtime desired lists shall include clerical employees at the main office and Gonic Station as one section.

The overtime desired list shall be kept updated and posted on the workroom floor.

Maintenance of the overtime list will be a joint responsibility between management and the union president and his/her designee.

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

Light duty for injured employees shall be made available based upon the ability of the employee to perform work within the constraints of his/her injury without endangerment to him/her self or other employees and the ability to efficiently perform the work as determined by the responsible supervisor. In all instances the employee must have the concurrence of his/her physician.

Postmaster or designated person will consult with Local President or designated person on assignments or termination of light duty.

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.

No regular employee may be adversely affected by the assignment of light duty assignment. Consultation between the Postmaster (or designee) with the union president (or designee) will be used to resolve any conflicts.

17. Not negotiated. - Identification of Assignments Considered to Be Light Duty.

18. The identification of assignments comprising a section, when it is proposed to reassign within an installation employees excess to the needs of the section.

The Main Post Office and Gonic Station will comprise one section.

19. Not negotiated. - *Parking*

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.

Provisions of Article X, Section 3.F will be followed.

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

Joint Labor/Management Committee Meetings shall be scheduled quarterly.

- A. Agenda items must be exchanged at least 72 hours prior to such meetings.
- B. Meetings will be held on a mutually agreed date and time on a quarterly basis. When agenda items do not warrant a regularly scheduled meeting, discussion may take place by mutual agreement in lieu thereof.
- C. The results of the Labor/Management meeting will be posted on the Clerical Bulletin Board as soon as possible, but not later than seven days after the meeting.

Attendance at National Convention by Local President shall not be charged to the total number of clerical employees off during the choice time.

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

ARTICLE XXXVIII - POSTING - SECTION 2

Full consultation shall be held on all bid proposals and a copy of the bids to be posted shall be provided one day before posting of the bid position.

No assignment shall be re-posted because of change in duties unless there is a change in excess of 20% (8 hours).

An employee holding a position that is re-posted for bid may retain his right to the position, through any starting time change or if the change in duties is 40% (16 hours) or less, simply by bidding the position. This action will immediately and automatically cancel the posting of the position. Management will immediately post a notice announcing the cancellation of the bid, stating the reasons. If the change in duties exceeds 40% (16 hours) normal seniority bidding practices will prevail.

Starting or ending time changes exceeding one (1) hour will be re-posted. However, the incumbent in the position may retain the position by written notification of acceptance of the change in starting time.