

ARTICLE 30  
2010 NATIONAL AGREEMENT  
LOCAL IMPLEMENTATION

2010 – 2015

MEMORANDUM OF UNDERSTANDING

BETWEEN

UNITED STATES POSTAL SERVICE, DERRY, N.H. 03038

AND

AMERICAN POSTAL WORKERS UNION, MANCHESTER  
AREA LOCAL #230, AFL-CIO

ITEM #1  
ADDITIONAL OR LONGER WASH-UP PERIODS

Management shall allow a three (3) minute wash-up period before lunch and a three (3) minute wash up period at the end of the tour.

## ITEM #2

### THE ESTABLISHMENT OF THE REGULAR WORKWEEK OF FIVE DAYS WITH EITHER FIXED OR ROTATING DAYS OFF

- A. All Derry regular craft positions represented by the APWU shall have fixed days off.
- B. When possible, any new position created will have two (2) consecutive days off.

### 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.

- A. The parties are aware of their responsibilities for the development of guidelines for the curtailment or temporary halt to postal operations due to emergency conditions.
- B. When a determination has been made that an emergency situation exists, the Postmaster or his/her designee shall consult with the APWU President, or his/her designee, as soon as possible as to the action to be taken regarding those workers affected.
- C. Advice of local, state, and federal authorities as well as forecast authorities shall be solicited for a final determination to be made by the local Postmaster or his/her designee.

## ITEM #4

### FORMULATION OF LOCAL LEAVE PROGRAMS

- A. A notice shall be placed on the bulletin board the first Monday in February stating the dates of choice vacation period, the number of employees are allowed to take, and the schedule for each employee to submit his or her request.
- B. Immediately after closing the above mentioned period, the Employer shall seek out the employees by seniority and their names will be placed on the chart corresponding to the dates selected. Employees who will be absent during the selection period will leave a list of their selections with a designated member of management or will be bypassed.
- C. Employees wishing to cancel Annual Leave selected during choice vacation period shall give management at least **fourteen (14)** days advance notice. Such canceled leave shall be posted for bid for five (5) days.
- D. When an employee cancels a choice vacation selection, the canceled week or weeks shall be posted for bid on an office wide seniority basis.
- E. When submitting a request for Annual Leave, the employee will submit in duplicate to his or her supervisor and the duplicate copy shall be initialed by the supervisor and show the date of the request was submitted and returned to the employee.
- F. If a request for Annual Leave has not been returned disapproved within forty-eight (48) hours after submission, provided it had been submitted to his or her supervisor, it is automatically approved.
- G. Blood Leave will be administered in strict compliance with the criteria set forth in the Employee and Labor Relations Manual (ELM), with each situation treated on a case by case basis.

ITEM #5

THE DURATION OF THE CHOICE VACATION PERIOD(S)

- A) The duration of the choice vacation period will be from the **third** full week in May through the last full week of September **as well as the week between Christmas and New Years.**
- B) The Maintenance choice vacation period shall begin the last Saturday in June and end the last Saturday prior to Labor Day **as well as the week between Christmas and New Years.**

ITEM #6  
THE DETERMINATION OF THE BEGINNING DAY OF AN  
EMPLOYEE'S VACATION PERIOD.

**The vacation period for each employee shall start on a Sunday.  
The vacation week shall consist of seven (7) consecutive days for each week.**

## ITEM #7

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

- A. Employees who earn thirteen (13) days Annual Leave per year shall be granted up to ten (10) days consecutively, or in two (2) separate periods of five (5) days each.
- B. Employees who earn 20 or 26 days Annual Leave shall be granted 15 days of continuous Annual Leave during the Prime Time vacation period. The employee at his or her option may take 15 days consecutively, or separate periods of five (5) and ten (10) days, or three (3) separate periods of five (5) days.
- C. The remainder of the employees Annual Leave may be granted at other times during the year, as requested by the employee.



ITEM # 8  
WHETHER JURY DUTY AND ATTENDANCE AT NATIONAL  
OR STATE CONVENTIONS SHALL BE CHARGED TO THE  
CHOICE VACATION PERIOD.

Jury duty and attendance at National Conventions will not be charged to 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 calculate the minimum number of clerk craft employees who shall be approved for Annual Leave during each week of the choice vacation period.
  - 1) The minimum number of clerk craft employees afforded an opportunity for Annual Leave during the choice vacation period will be determined by multiplying the total number of clerks by 20%.
  - 2) When calculations of the minimum number of employees results in less than a whole number, the number will be rounded to the higher whole number if equal to or greater than .5.
- B. By January 10<sup>th</sup> of each year, Management will advise the APWU representative in writing the number of full and part time clerical craft employees entitled to a choice vacation period selection and the length of time of that selection. In addition, Management will provide the APWU representative with copies of the calculations utilized to arrive at the maximum number of employees off during the vacation period.
- C. One Maintenance employee will be allowed Annual Leave during their choice vacation period.
- D. Military Leave shall not be considered a part of the employee's choice vacation period and such leave shall be granted upon request.

ITEM # 10  
THE ISSUE OF OFFICIAL NOTICES TO EACH EMPLOYEE OF  
THE VACATION SCHEDULE APPROVED FOR SUCH  
EMPLOYEE.

The approved choice vacation leave schedule will be posted no later than the first Monday in April.

## ITEM # 12

### THE PROCEDURE FOR SUBMISSION OF APPLICATIONS FOR ANNUAL LEAVE DURING OTHER THAN THE CHOICE VACATION PERIOD

- A. The procedure for submission of application for Annual Leave during other than the choice vacation period will be granted on a first come, first serve basis.
- B. In the event that more than one employee submits a request on the same day for the same hours and days off, seniority will determine which individual has the leave approved.
- C. The formulas for determining the minimum number of clerk craft employees who will have their Annual Leave approved during other than choice vacation period will be one less than during the choice vacation period.
- D. Applications for Annual Leave requests will be considered for approval no more than thirty (30) days in advance of the first day of leave. Exceptions can be made for documented circumstances requiring reservations more than thirty days out.

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 the provisions outlined in Article 11 of the National Agreement.

ITEM # 14  
WHETHER "OVERTIME DESIRED" LISTS IN ARTICLE 8  
SHALL BE BY SECTION AND/OR TOUR

The "Overtime Desired" list shall be by section. Management shall notify at least one (1) hour before the end of their tour or sooner when possible should the overtime be required.

## ITEM # 16

### THE METHOD TO BE USED RESERVING LIGHT DUTY ASSIGNMENTS SO THAT NO REGULARLY ASSIGNED MEMBER OF THE REGULAR WORK FORCE WILL BE ADVERSELY AFFECTED

- A. All light duty assignments must be submitted in accordance with Article 13 of the National Agreement.
- B. When the employee represented by the Union has met all the requirements for a light duty assignment, Management shall consult with the local APWU representative before making a final decision.
- C. Light duty assignments will be in accordance with medical recommendations of duties allowed to perform.
- D. A light duty assignment will not be used to bump an employee from a regular bid job.
- E. If substantiated by medical evidence, employees represented by the APWU shall be given priority in light duty assignments involving the clerk craft over employees from other crafts.
- F. When a qualified employee within the clerk craft becomes ill or injured, the employee from another craft must relinquish the light duty assignment to the craft member.
- G. 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.
- H. When it becomes necessary to cross crafts into the APWU crafts for light duty assignments, Management shall consult with a designated representative of the APWU.
- I. When mail is light and there is not enough work for light duty employees regularly assigned to positions, employees assigned to light duty positions outside their craft will be sent home first.

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 Clerk Craft shall be considered a section.**



ITEM # 19  
THE ASSIGNMENT OF EMPLOYEE PARKING SPACES

Parking for employees at the Derry, NH Post Office will be on a first come, first serve basis.

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.

- 1. 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.**
- 2. 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 choice vacation period.**

ITEM # 21

THOSE OTHER ITEMS WHICH ARE SUBJECT TO LOCAL  
NEGOTIATIONS AS PROVIDED IN THE CRAFT PROVISIONS  
OF THIS AGREEMENT

- A) PSE's shall not be used to the detriment of career employees.
- B) Management shall provide a bulletin board for the APWU represented crafts.

ITEM # 22  
LOCAL IMPLEMENTATION OF THIS AGREEMENT  
RELATING TO SENIORITY, REASSIGNMENTS, AND  
POSTINGS

- A. When the working hours of any positions are changed by 61 minutes or more, the position will be reposted.
- B. Positions shall be reposted for a period of seven (7) days.
- C. The successful bidder shall be assigned to the job within fifteen (15) days or sooner.
- D. Management shall post the seniority roster of the employees showing the names and seniority date on a semi-annual basis.
- E. Labor-Management meetings shall be held at the Derry NH Post Office when deemed necessary by either party.

This Memorandum of Understanding is entered Apr. 31, 2011 at Derry NH Post Office between the representatives of the United States Postal Service and the designated agent of the American Postal Workers Union, Manchester Area Local #230, AFL-CIO, representing the APWU in Derry, NH pursuant to the local implementation of the 2010 Agreement.



---

For the United States Postal Service

Nancy Achilles  
Postmaster



---

For the American Postal Workers Union

Christopher Howe  
Executive Vice President