

LOCAL MEMORANDUM OF UNDERSTANDING

between

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



and

**UNITED STATES POSTAL SERVICE
NASHUA, NEW HAMPSHIRE L&DC**




**UNITED STATES
POSTAL SERVICE**

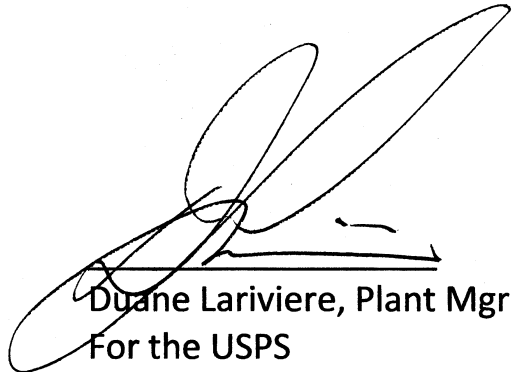
2007-2010

2010-2015

2015-2018

The presently effective Local Memorandum of Understanding between the Manchester Area Local, APWU and the **USPS Nashua, NH L&DC** is carried forward and shall remain in effect during the term of the 2015 National Agreement.


Patricia Ahern, President
For the Manchester Area
Local #230, APWU


Duane Lariviere, Plant Mgr
For the USPS

ITEM 1

ADDITIONAL OR LONGER WASH-UP PERIODS

When an employee is assigned to perform dirty work or work with toxic materials, the employee will be allowed reasonable wash-up time before lunch and end of tour.

ITEM 2

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

Regular workweeks for full-time regular employees shall be established with fixed 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

The decision for curtailment or termination of postal operations to conform to the orders of local authorities or as local conditions warrant shall be made by the installation head. When the decision has been made to curtail postal operations, management will, to the extent possible, notify and seek cooperation of local radio and television stations to inform employees. Management shall notify employees and the local union at the earliest possible time.

ITEM 4

FORMULATION OF LOCAL LEAVE PROGRAM

1. A notice will be posted on the bulletin board by January 20. The notice will include the dates of the choice vacation period, the number of employees allowed off each week during the choice vacation period, the amount of leave employees are entitled to take and the guidelines for submitting leave requests. A copy of the notice will be sent to each employee who is on leave for the period January 20 through January 27.
2. Clerk craft employees' vacation selection will be offered within the allowable percentage by position description and tour. Part-time flexible employees will be included with Mail Processing Clerks.
3. Maintenance craft employee vacation selections will be offered within the allowable percentage by occupational group, level and tour.
4. **An employee's vacation pick in the prime vacation period shall not be interrupted except in emergency.**
5. Employees wishing to cancel choice vacation leave selected shall give Management fourteen (14) days advance notice; such canceled leave will be posted by position description and tour (as the cancellation), for bid for six (6) days. Leave will be granted by seniority. Leave canceled inside the fourteen (14) day notice period will not be posted for bid.
6. If a request for annual leave has not been returned within 48 hours, the request shall be automatically approved, provided it has been submitted to his/her supervisor within the first two hours of their tour.
7. Only under extreme and/or unusual circumstances, and with Union concurrence, will an employee be allowed to cancel his/her vacation selection without giving a fourteen (14) day notice.
8. When an employee cancels a choice vacation selection, the canceled week or weeks shall be posted for bid as identified in number 5 above.
9. After the annual leave provisions of the LMOU are met, Management will approve requests for additional Annual Leave, prior to considering requests for LWOP (excluding FMLA).
10. Requests for incidental Annual Leave shall be submitted no sooner than **sixty (60) days prior to the date(s) requested.** Employees may submit outside of **sixty days**, only under exceptional circumstances and with Union concurrence.
11. Craft employees shall be allowed off daily on annual leave based on first come/first served basis per position description/tour on any week identified as a choice vacation week when the agreed to weekly percentage has not been reached. Employees shall submit PS Form 3971 seven (7) days in advance. If multiple submission on same day, available leave will be granted by seniority.

ITEM 5

THE DURATION OF THE CHOICE VACATION PERIOD(S)

1. **The choice vacation period shall start with the first full week in May and end the last full week of September.**
2. In Addition to the above, the period of December 26 through January 1 shall be part of the choice vacation period.

ITEM 6

THE DETERMINATION OF THE BEGINNING DAY OF AN EMPLOYEE'S VACATION PERIOD

The beginning day of the employee's choice vacation period shall be Sunday.

ITEM 7

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

1. Employees who earn thirteen (13) days of annual leave per year will be granted up to ten (10) days of continuous annual leave during the choice vacation period. The employee, at his or her option, may take ten (10) days consecutively or in two separate periods of five (5) days each.
2. Employees who earn twenty (20) or twenty-six (26) days of annual leave per year will be granted up to fifteen (15) days of continuous annual leave during the choice vacation period. The employee, at his or her option, may take fifteen (15) days consecutively or in two separate periods, one of five (5) days and one of ten (10) days.

ITEM 8

WHETHER JURY DUTY AND ATTENDANCE AT NATIONAL OR STATE CONVENSTIONS SHALL BE CHARGED TO THE CHOICE VACATION PERIOD

Jury duty, Union conventions and military leave shall not be part of prime time vacation quotas.

ITEM 9

DETERMINATION OF THE MAXIMUM NUMBER OF EMPLOYEES WHO SHALL RECEIVE LEAVE EACH WEEK DURING THE CHOICE VACATION PERIOD

1. Management shall allow fourteen (14%) percent of the craft employee compliment off during each week of the choice vacation period, in accordance with the provisions of the LMOU and the National Agreement.
2. The number of employees employed at the L&DC will be calculated as of January 8th of each year. The actual number to be provided to the local President of the APWU within 15 days.
3. When applying percentages outlined above, any fraction over .50 will be rounded to the next higher number. However, in no case will such rounding result in less than one employee in each section being provided annual leave, if requested, during any week of the choice vacation period.

ITEM 10

THE ISSUANCE OF OFFICIAL NOTICES TO EACH EMPLOYEE OF THE VACATION SCHEDULE APPROVED FOR SUCH EMPLOYEE

1. Employee applications for leave during the choice vacation period must be submitted on PS Form 1547 during the period of January 20 to **February 15**. 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. Any employee on off-site training or leave for the period January 20 through **February 15** shall have their appropriate form sent with a return penalty envelope. **Results for round number 1 will be posted on February 25.**
2. **A second round for choice vacation selections will commence on March 1 to March 15 in the same manner as described in number 1 of this section. Final results from the second round will be posted on March 25. Management will not be responsible for contacting employees on leave for the second round of choice vacation bidding.**

ITEM 11

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

A notice shall be posted on the official bulletin board not later than November 1st of each year covered by this memorandum notifying the employees of the beginning date of the new leave year, which shall begin with the first day of the first full pay period of the calendar year.

ITEM 12

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

1. Request for leave shall be submitted no sooner than **sixty (60)** days prior to the date(s) requested, unless there are extreme and/or unusual circumstances and with Union concurrence.
2. The number of employees allowed off during the non-choice vacation period shall be in accordance with the following:

- A. Annual leave for less than eight (8) hours the same day request is made.

When an employee submits an Annual leave request for less than eight (8) hours within a given section, the leave will be granted on a first come, first served basis. If the employee's immediate supervisor has more than one (1) PS Form 3971 for the same period requested at the same time he/she makes the decision to approve Annual Leave, seniority will determine who gets the approved leave. Requests for same day leave must be submitted within the first 2 hours of the employee's tour. Management shall inform the employee of the action taken on their 3971 one (1) hour prior to the time requested, or it is automatically approved.

- B. Annual leave requests for eight (8) hours or more but less than forty (40) hours (32 hours in a holiday week).

When an employee submits an Annual leave request for eight (8) hours or more but less than forty (40) hours (32 hours in a holiday week), Annual Leave will be approved by seniority, section and tour, provided the number does not exceed percentage stated in C.

- C. Annual leave requests for forty (40) hours or more.

Six percent (6%) of the employees represented by the APWU shall be allowed off on Annual Leave, in weekly increments per section and tour; on a first come, first serve basis. Requests made on the same day will be approved by seniority within the allowable percentage.

3. When applying percentages outlined above, any fraction of .50 will be rounded to the next higher number. However, in no case will such rounding result in less than one employee in each position description being provided annual leave.

ITEM 13

THE METHOD OF SELECTING EMPLOYEES TO WORK ON A HOLIDAY

On Monday, two weeks prior to the scheduling of holiday work, Management will post a memorandum at all time clocks advising the employees that if they wish to volunteer to work the holiday, the day designated as their holiday, or their nonscheduled day, they are to so advise their immediate supervisor that they wish to sign the volunteer list. Their signature on the volunteer sheet provided will indicate their willingness to work the holiday, the day designated as their holiday or their non-scheduled day.

The following order will be used for holiday scheduling:

1. All full-time employees who have volunteered to work on the holiday or their designated holiday, and who possess the necessary skill, by seniority.
2. All full-time regular volunteer employees whose scheduled non-work day falls on the holiday and who possess the necessary skills, even though the payment of overtime is required, by seniority.
3. All casuals to the extent possible.
4. All part-time flexible employees to the fullest extent.
5. Full-time regular non-volunteer employees whose scheduled non-work day falls on the holiday and who possess the necessary skills, even though the payment of overtime is required, by juniority.
6. Full-time regular employees who have not volunteered to work the holiday or their designated holiday and who possess the necessary skills, by juniority.

ITEM 14

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

1. There will be three overtime-desired lists for each section/tour: before tour, after tour and non-scheduled day. Overtime will be administered by section and tour.
2. **Definition of Tours:**

Tour I:

When the start time of any regular duty assignment begins at 8 PM (2000) or later.

Tour II:

When the start time of any regular duty assignment begins later than 4 AM (0400)

Tour III:

When the start time of any regular duty assignment begins later than Noon (1200)

3. Sections are defined as:
 - a. Parcel Post Machine Distributor
 - b. Manual Distribution
 - c. Expeditors
 - d. Administrative Clerks
 - e. Data Collection clerks
 - f. Training Tech
4. During the life of this agreement, when new technology is introduced at the Nashua L&DC, management will consult with the union at the local level concerning the possible establishment of new sections.
5. In administering the scheduling of overtime, the sequence will be:
 - a. Full-time regular employees on the appropriate Overtime-Desired List, within the section and tour by seniority, on a rotating basis. **The parties acknowledge that a dispute currently exists at the National Level with respect to whether or not the National Agreement requires management to utilize FTRs on the OTDL to the maximum extent possible, including penalty overtime, prior to utilizing casuals on the regular overtime rate of pay of time and a half. In consideration of that fact, the parties have agreed that upon notification that dispute's disposition at the national level, the local parties will administer overtime consistent with that outcome in this installation.**
 - b. Full-time regular employees on the appropriate Overtime-Desired List in other sections and tour by seniority on a rotating basis, provided they have the necessary skills.
 - c. Part-Time Flexible employees (PTFs). **It is understood that PTFs will cease to exist in this installation no later than 12/01/07, per the National Agreement, rendering this sequential obligation (item 14.5[c]) null and void.**
 - d. Casuals
 - e. Involuntary scheduling of those not on the appropriate OTDL within the section and tour by juniority, on a rotating basis.
 - f. Involuntary scheduling of those from all other mail processing sections within the facility who possess the necessary skills by juniority, on a rotating basis.
6. An employee can remove his/her name from an overtime desired list by providing such request, in writing, to his/her immediate supervisor forty-eight (48) hours in advance of the time he/she wishes to be removed from the list.
7. Except for unforeseen operational needs, Management shall provide employees one-half (1/2) hour notice before they are required to stay for overtime.
8. When administering the Overtime-Desired List, management shall keep in rotation; however, management will not be obligated to go beyond the ten (10) hour rule provided article 8.5.G is followed.

ITEM 16

THE METHOD TO BE USED IN RESERVING LIGHT DUTY ASSIGNMENTS SO THAT NO REGULARLY ASSIGNED MEMEBR OF THE REGULAR WORKFORCE WILL BE ADVERSELY AFFECTED

The following shall serve as a guide for the **Installation Head** when assigning employees to light duty.

- a. Light duty applications must be submitted in accordance with Article 13 of the 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 employees regular work assignment.
- c. When necessary to cross craft for light duty assignments, management will notify the designated representative of the APWU.

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

1. In the clerk craft, reassignments within the installation shall be governed by seniority, level and tour when it is proposed to excess an employee(s) due to the needs of a section.
2. Sections by tour shall be defined as follows:
 - ☐ Parcel Post Machine Distributor/Destinating
 - ☐ Parcel Post Machine Distributor/Originating
 - ☐ Manual Distribution/Destinating
 - ☐ Manual Distribution/Originating
 - ☐ Expeditors
 - ☐ Administrative Clerks/Data Collection Clerks/Training Tech
3. These sections shall incorporate any new positions that may be created during the life if this agreement. Prior to assigning a new position to a given section, management shall notify the Union at the local level. Based on the deployment of new equipment and/or technology, new sections may be established.
4. When excessing to the needs of a section, the terms and conditions as outlined in Article 12.5.C.4 shall be applied.

ITEM 19

THE ASSIGNMENT OF EMPLOYEE PARKING SPACES

1. Available parking spaces, in excess of USPS needs, will be filled on a first-come, first-served basis. One parking space will be provided for APWU officials.
2. The area designated as maintenance parking shall be for Maintenance only.

ITEM 21-A

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

LABOR AND MANAGEMENT MEETINGS

1. The Manager or designee shall meet with the appropriate representative of the Union bi-monthly (if needed), except in the month of December. One (1) representative from Maintenance Craft and the Clerk Craft or the designee of that Craft will be permitted on the clock to attend the Labor/Management meeting, provided it is within their tour of duty. Time of the meeting is subject to mutual agreement. Agenda items shall be exchanged seventy-two (72) hours prior to meeting.

ITEM 21-B

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

1. As part of the automated bid cluster, all vacancies to be posted shall be open for bid on the second Wednesday of an Accounting Period at 12:01 a.m. and withdrawn on the following Tuesday, at 12:00 a.m. Postings will be made on a 28-day bid cycle.

ITEM 21-C

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

1. A successful/senior bidder will be placed in the assignment as soon as reasonably possible in the Shared Services environment, but in no case will that period of time exceed 28 days following the announcement of the successful/senior bidder, except in December or in cases involving deferment periods. The announcement of the successful/senior bidder will be made no later than ten (10) days after the closing of the bids.

ITEM 21-D


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

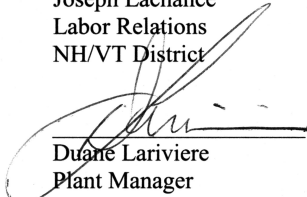
1. Management will furnish the union, quarterly, current seniority rosters of the full-time employees showing the names and seniority dates. The Union will be notified of any changes affecting this roster.


ITEM 21-E

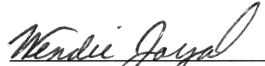
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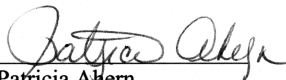
1. Any time a primary bid assignment within a principle assignment area is changed, it will constitute a reposting.
2. When the working hours of any position are changed sixty-one (61) minutes or more, the position shall be reposted.
3. When the duties of any assignment are changed by the addition or deletion of any qualification defined as pass/fail, the position will be reposted.



Joseph Lachance
Labor Relations
NH/VT District

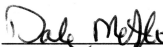

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Plant Manager
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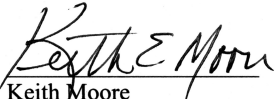

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Date: 5-30-07

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