

ARTICLE 30
2010 NATIONAL AGREEMENT
LOCAL IMPLEMENTATION

2010 – 2015

MEMORANDUM OF UNDERSTANDING

BETWEEN

UNITED STATES POSTAL SERVICE, DURHAM, NH

AND

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

ITEM #1
ADDITIONAL OR LONGER WASH-UP PERIODS

Reasonable wash-up time shall be granted, when needed by a clerk 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 #2

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

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

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 Installation Head shall take action appropriate to the immediate situation to assure the protection of the health and welfare of all employees.

Upon contacting Local Authorities regarding Emergency Weather Conditions, responsible Postal Officials shall examine the situation immediately and take action appropriate in conformance to those authorities. When Local Emergency Conditions warrant the closing of Businesses, 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 which 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 advised promptly of the action taken or to be taken as a result of the decision rendered.

ITEM #4
FORMULATION OF LOCAL LEAVE PROGRAMS

Choice

- a) Union Designee shall prepare an Official Leave Chart and make it available to the Union along with a sufficient supply of 1547's, 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 completed form 1547 in duplicate.
- b) The Choice Vacation Chart shall list, by weeks, the Choice vacation Period.
- c) The Union shall retain control of the chart and make it available to all Clerk Craft Employees.
- d) Each employee shall have three (3) working days to complete the form 1547 and return it to the Union.
- e) Deferring and canceling employees shall be placed at the bottom of the Seniority List.
- f) The cancellation of Choice Vacation Period shall not be permitted without the joint approval of the Union and Management .
- g) All cancellations of Choice Vacation period shall be re-bid starting with the clerk following the clerk canceling, if the first selection has not been completed; otherwise, it will be available on a first requested /first granted basis.
- h) Military Leave will not be charged to an employee's Choice Vacation Period.
- i) A Clerk who becomes ill or injured while on leave during the Choice Vacation Period shall be allowed another selection, if available, during the Choice Vacation Period,(5 days or More).
- j) An employee can have but one (1) week that includes a Holiday in his/her Choice Vacation Period.

ITEM #5
THE DURATION OF THE CHOICE VACATION PERIOD(S)

The Choice Vacation Period shall begin the second full week of June through the first full week of September, and the 14 days following Christmas.

ITEM #6
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 Saturday and Sunday of such week(s).

ITEM #7

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

Any Clerk Craft Employee may, at their 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 he/she is entitled to on his/her first selection.

ITEM # 8

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, but it shall count against the Clerk Craft Quota.
- B) Leave for National, State or Regional Union Conventions or Assemblies shall not be charged to an employee's Choice Vacation Period but will count against the Clerk Craft Quota.
- C) A minimum of **twenty (20) percent** affected by (b) above shall be allowed Leave and this shall not be considered as reason for denying another employee his/her Prime Vacation Choice.

ITEM # 9

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

- A) **Twenty (20%) percent** of Clerk Craft employees shall be allowed on annual leave during the choice vacation period.
- B) **When applying percentages outlined above, any fraction .50 or over will be rounded up to the next higher number. However, in no case will such rounding result in less than one employee in the clerk craft being provided annual leave, if requested, during each week of the choice vacation period.**

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

Management shall return the duplicate Form 1547 indicating the approved Choice Vacation Period for each employee to the local union representative within one (1) working day. Upon receipt of Form 1547, the Union shall verify it with the Official Leave Chart and return it to the employee.

ITEM #11
DETERMINATION OF THE DATE AND MEANS OF
NOTIFYING EMPLOYEES OF THE BEGINNING 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 PROCEDURE FOR SUBMISSION OF APPLICATIONS FOR ANNUAL LEAVE DURING OTHER THAN THE CHOICE VACATION PERIOD

1. Requests for leave shall be submitted no sooner than sixty (60) days prior to the date(s) requested.
2. The number of employees allowed off during the non-choice vacation period shall be in accordance with the following:
 - A. Fifteen (15) percent of the clerk craft shall be allowed off on annual leave in weekly increments, on a first come, first serve basis, provided that a PS Form 3971 has been submitted seven (7) days prior to the week requested.
 - B. 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.
 - C. Leave requests outside these parameters will be reviewed by both parties on an individual basis.

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 # 13

THE METHOD OF SELECTING EMPLOYEES TO WORK ON A
HOLIDAY

- a) **Volunteers, Full and Part-time fixed scheduled employees, by seniority.**
- b) **PSE's, even if overtime is necessary.**
- c) **Non-volunteer, Full and Part-time fixed scheduled employees by
inverse seniority on a rotating basis.**

ITEM # 14
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 administered as follows:

1. There will be two (2) overtime desired lists for the Durham office
2. The two overtime desired lists are defined as: work day and non-scheduled day.
3. When overtime is required, management will give consideration to scheduling regulars on the appropriate overtime desired list prior to utilizing the part-time flexible and/or PSE's

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

When an employee requests light duty, the USPS must make every effort towards assigning the employee to the light duty consistent with the employee's medically defined work limitation tolerances. In assigning such light duty, the USPS should minimize any adverse or disruptive impact on the employee. The following considerations must be made in effecting such light duty assignments.

- a) To the extent that there is adequate work available within the employee's work limitation tolerances; within the employee's craft; in the work facility to which the employee is regularly assigned; and during the hours when the employee regularly works; that work shall constitute the light duty to which the employee is assigned.
- b) If adequate duties are not available within the employee's work limitation tolerances in the craft and work facility to which the employee is regularly assigned, within the employee's regular hours of duty, other work may be assigned within the facility.
- c) If adequate work is not available at the facility within the employee's regular hours of duty, work outside the employee's regular schedule may be assigned as light duty. However, all reasonable efforts shall be made to assign the employee to light duty within the employee's craft and to keep the hours of light duty as close as possible to the employee's regular schedule.
- d) An employee may be assigned light duty outside of the work facility to which the employee is normally assigned only if there is not adequate work available within the employee's facility. In such instances, every effort will be made to assign the employee to work within the employee's craft, within the employee's regular schedule, and as near as possible to the regular work facility to which normally assigned.

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.

ITEM # 19

THE ASSIGNMENT OF EMPLOYEE PARKING SPACES

- a.) Parking space numbers: 1, 2, 10, 11, 12, 12A, 13, 14 ,15 ,16 ,17, and 18 shall be assigned to the APWU to be assigned by the APWU. **No more than eight (8) of the above parking spaces will be assigned to the APWU. The union representative will determine the numbers assigned.**
- b.) No employees from other crafts shall park in a vacant APWU space without first getting approval from the APWU Steward or his/her representative.
- c.) All APWU spaces shall be numbered.
- d.) APWU shall receive fair proportion of newly construct parking spaces , excess to the needs of the US Postal Service.

SEE ATTACHED PAGE FOR PARKING DIAGRAM

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 or other leave to attend Union Activities requested 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 # 21

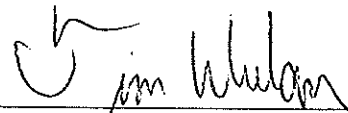
THOSE OTHER ITEMS WHICH ARE SUBJECT TO LOCAL
NEGOTIATIONS AS PROVIDED IN THE CRAFT PROVISIONS
OF THIS AGREEMENT

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

- a.) Information on Posting Notices are to include those provisions pursuant to Article 37, Section 3E of the 2010-2015 National Agreement.
- b.) A copy of all notices and/or requests for bids shall be given to the Local Union.
- c.) The Employer shall post the Seniority List and furnish two (2) copies of the List to the Union by January 10th and July 10th of each year.
- d.) The length of posting shall be five (5) days.
- e.) The length of time to place the successful bidder shall be five (5) days.
- f.) 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.
- g.) When the working hours of any position are changed sixty-one (61) minutes or more, the position shall be reposted.**
- h.) Local Labor-Management Meetings will be held in March, June, September and December.

This Memorandum of Understanding is entered 9-13-11 at Durham 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 Durham, NH pursuant to the local implementation of the 2010 Agreement.

For the United States Postal Service



Tim Whelan
Postmaster

For the American Postal Workers Union



Christopher Howe
Executive Vice President