

ARTICLE 30
2010 NATIONAL AGREEMENT
LOCAL IMPLEMENTATION

2010 – 2015

MEMORANDUM OF UNDERSTANDING

BETWEEN

UNITED STATES POSTAL SERVICE, SALEM, NH

AND

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

ITEM #1
ADDITIONAL OR LONGER WASH-UP PERIODS

Reasonable wash time will be allowed.

ITEM #2

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

When a clerk craft position is created it will have 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

In the event of an emergency, the Postmaster or his/her designee will consult with the APWU representative, if available, to discuss any problems which may arise.

Reasonable consideration shall be given, but not limited to such factors/conditions as:

- A) Safety and health of employees.
- B) Civil disorders and city and state government directives.
- C) Acts of God.
- D) Hazardous weather conditions.
- E) Advice of local authorities including state police.

Management will notify the employee's at the earliest possible time of determination and curtailment of postal operations. If deemed necessary, such notification will be by telephone and/or available public media, such as, television or radio.

Under the circumstances, each employee shall have the option to request Administrative Leave, Annual Leave, and/or Leave Without Pay in lieu of Annual Leave, and such requests shall be promptly considered and acted upon. In situations recognized by local management to be emergencies, local management will adopt a liberal leave program consistent with the above provisions.

ITEM #4
FORMULATION OF LOCAL LEAVE PROGRAMS

- A) During the period of March 1- March 15, a notice will be posted stating the selection for choice vacation period will commence on March 15 and will end on April 15. Completed vacation selection will be posted on April 20.
- B) Three clerks at the same time will be given vacation slips starting with the senior clerk. Clerks will be made aware of what weeks are available when they receive their slips, by means of a master calendar posted on the workroom bulletin board. Clerks will be given three days to make their selection(s) for prime time vacation(s). Clerks will be given a copy of forms # 3971 and # 1547.
- 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.**

ITEM #5

THE DURATION OF THE CHOICE VACATION PERIOD(S)

1. The choice vacation period will begin the first full week of May and end the last full week of October.
2. In addition to the above, the period of December 26 through January 1 as well as the February and April **Salem** school vacation weeks shall be part of the choice vacation period.

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

The vacation period for each employee shall start on a Monday. The vacation week shall consist of seven (7) consecutive days for each week. No employee on annual leave shall be allowed on the clock during the seven (7) day period except in serious emergency.

ITEM #7
WHETHER EMPLOYEES AT THEIR OPTION MAY REQUEST
TWO SELECTIONS DURING THE CHOICE VACATION
PERIOD, IN UNITS OF EITHER 5 OR 10 DAYS

Clerks may request two selections during the choice vacation period in units of either five (5) or ten(10) days, not to exceed the ten (10) or fifteen (15) days he/she is entitled to in the first selection.

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

When an employee is called for jury duty during his/her scheduled choice or vacation, he/she will be eligible for another available choice vacation period.

ITEM # 9
DETERMINATION OF THE MAXIMUM NUMBER OF
EMPLOYEES WHO SHALL RECEIVE LEAVE EACH WEEK
DURING THE CHOICE VACATION PERIOD

Fifteen (15) percent of the clerical workforce will be allowed on Annual Leave at the same time for choice vacation selection, except no more than two window service clerks will be scheduled off the same week.

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

1. Request for leave shall be submitted no sooner than thirty (30) 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. **Ten (10) percent of Clerks** 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, **Ten (10) percent of** clerks 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.

ITEM # 13
**THE METHOD OF SELECTING EMPLOYEES TO WORK ON A
HOLIDAY**

A. Management shall select employees to work on the holiday or designated holiday in the following order:

- 1. Volunteers, FTR employees by seniority.**
 - a. Whose regular schedule includes that day.**
 - b. Whose regular schedule does not include that day.**
- 2. All PSE's even if overtime is necessary**
- 3. Non volunteers, FTR employees by inverse seniority.**
 - a. Whose regular schedule includes that day**
 - b. Whose regular schedule does not include that day.**

B. Management shall make every attempt to post the holiday schedule as soon as possible on the Tuesday of the week preceding the holiday.

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

For overtime purposes the Salem Post Office shall be considered a section. All employees shall be notified two hours in advance of the time they are being ordered to stay for overtime.

Overtime will be administered as follows:

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

ITEM #15
THE NUMBER OF LIGHT DUTY ASSIGNMENTS WITHIN
EACH CRAFT OR OCCUPATIONAL GROUP TO BE RESERVED
FOR TEMPORARY OR PERMANENT LIGHT DUTY
ASSIGNMENT.

Management will consult with the local representative of the APWU before reserving any assignments for temporary or permanent light duty, and will assign in accordance with guidelines in the National Agreement, Article # 13.

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. 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 #17

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, management shall consult with the local APWU representative and such assignments shall be in accordance with Article #13 of the National Agreement.

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 Salem Post Office shall be considered a section.

ITEM # 19
THE ASSIGNMENT OF EMPLOYEE PARKING SPACES

Parking for craft employees will be on a first-come, first-serve basis in the area designated as "Employee Parking". One parking spot will be provided for a union official of the APWU.

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

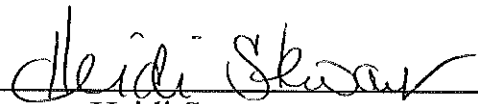
LOCAL IMPLEMENTATION OF THIS AGREEMENT RELATING TO SENIORITY, REASSIGNMENTS, AND POSTING

A. Hours of work

1. Management shall consult with the Union prior to posting newly created positions.
2. Management shall provide the Union with a copy of all new assignments the day prior to posting.
3. When the starting time of any bid position is changed by sixty-one (61) minutes or more, the position shall be reposted for bid.
4. All vacancies within the clerical craft will be posted for ten (10)

This Memorandum of Understanding is entered 9/15/11 at the Salem, 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 Salem, NH pursuant to the local implementation of the 7010 Agreement.

For the United States Postal Service



Heidi Stewart
Postmaster

For the American Postal Workers Union



Christopher Howe
Executive Vice President