

**LMOU**  
**LACONIA NH 03246**  
**USPS AND APWU 494**  
**CBA**  
**NOVEMBER 21, 2010**  
**THROUGH**  
**MAY 20, 2015**  
**(DATED SEPTEMBER 30, 2011)**

**ITEM 1:** Every clerk and maintenance employee will be given a reasonable wash-up time.

**ITEM 2:** All full-time clerks and maintenance employees will have fixed nonscheduled (NS) day/days. The NS day/days will be determined by bid job.

**ITEM 3:** We believe it is management's judgement to decide when to curtail mail or terminate postal operations. When personal health and safety are at stake, or state and/or federal authorities direct the termination of postal operations, management will inform the unions representative of the decision.

**ITEM 4:**

**A. Non-Choice Vacation Time Annual Leave:** Management will allow (9) nine percent of the clerks off during the Non-Choice vacation period. Request may be in increments of days or weeks. **(Any fraction of .50 or more will be rounded to the next higher number and any fraction less than .50 will be rounded to the next lower number.)** Maintenance will be allowed (1) one off per week during this period.

1. Non-Choice Vacation Time Annual Leave will be given out on a first request basis. No request beyond 6 months will be approved without special circumstances. Special circumstances include: time-dated events and advance reservation requirements. Such requests shall be brought to management and the union for verification before managements approves. This type of leave request will affect management's obligations on Non-Choice Vacation time list and will count as one request filled during its approved time slot.
2. Emergency leave requests may be approved by the supervisor and will not affect any existing leave requests. However, such a request will fill any vacant slot on the Non-Choice Vacation calendar for the duration of the emergency leave. such leave will be notated in the leave book as EAL. Emergency leave does not have to follow any other requirements set forth under NON-Choice Vacation time or Choice Vacation time.
3. No employee may have more than (2) two requests for incidental leave covering Saturdays within a (6) six-month period on the Clerk Annual Leave Book. The (6) six-month period changes daily. This does not include any type of special circumstances granted in 4A.2 and 20, nor does it cover any weekly leave request.

**B. Choice Vacation Time Annual Leave:** Choice Vacation Time Annual Leave bidding will be by seniority. The first round of bidding each employee will be allowed to place a bid (Article 10) of: (2) two weeks and (1) one week, (1) one week and (2) two weeks, or (1) one week and (1) one week. Employees should bare in mind that a selection during either or both school vacations will constitute as part of the bid process for Choice Vacation time selection.

1. If all slots are not filled during prime time, the list will go around a second time by seniority. Any slots open may be bid as long as the bidder has enough annual leave on balance to cover the bid. This time will not count as part of their

Choice Vacation Time allowance, but will fill one slot of management's obligation.

2. Remaining time open during Choice Vacation Time will be objectively reviewed on a first bid process by filling out a 3971. **Management has the right to approve or disapprove the bid based upon the needs of the Postal Service.** This time will not count toward their Choice Vacation Time allowance of an employee, however, it will count as part of management's obligation and will block out any further weekly bids of another employee for that time frame.

3. All leave requests during Choice Vacation Time, that are canceled, will be in the same increments as requested and immediately reposted, starting with the next junior bidder.

4. The procedure for bidding Choice Vacation Time will be done by seniority. (Item 48 and B1). Each employee will have (2) two work days to make a selection.

5. The first round bid process for Choice Vacation Time will be in a (2) two-part procedure: School Choice Vacation Time and Summer Choice Vacation Time. Each will count as one round of bidding, although the bidding is done at separate times.

6. School Choice Vacation Time bidding will start on the Monday after Thanksgiving Day.

7. Summer Choice Vacation Time bidding will begin the first workday in the new year.

8. Choice Vacation Time bidding will be completed by April 1st of each year.

9. It is management's responsibility to maintain and monitor the annual leave book. The union will be allowed to post and monitor a separate Choice Vacation Time list in a highly visible place for all clerks and maintenance employees to review.

**ITEM 5:** The Choice Vacation Time period is as follows:

**A.** School Vacation Time:

1. February School Choice Vacation week is determined by SAU 30, Laconia School District.

2. April School Vacation week is determined by SAU 30, Laconia School District.

**B.** Summer Choice Vacation Time is the following: Starting with the first full week of June following the first Saturday in June and goes until the end of the first full week following the first Saturday in October.

**ITEM 6:** All employees will start their Choice Vacation Time period bids on Sunday at 12:01 a.m. and end on Sunday at 11:59 p.m.. NS days are considered part of the bid process during Choice Vacation Time.

**ITEM 7:** RESERVED

**ITEM 8:** Jury Duty and National/State Conventions will not be charged to the Choice Vacation Time Period.

**ITEM 9:** During Choice Time Vacation period, management will allow (14.25) fourteen point twenty-five percent of clerks may be off per week during this period. **(Any fraction of .50 or more will be rounded to the next higher number and any fraction less than .50 will be rounded to the next lower number.)** Maintenance will be allowed (1) one off per week during this period.

**ITEM 10:** Management's failure to respond within two working days to a submitted 3971 **(outside of choice vacation time)** will constitute an automatic approval. In cases of incidental leave, requested within 48 hours of that leave, management has one working day to respond to the leave request.

**ITEM 11:** Management shall follow the guidelines set forth in Article 10 of the CBA or when receipt of the October Postal Bulletin containing this information arrives.

**ITEM 12:**

**A.** To apply for a Non- Choice Vacation Time period, a PS Form 3971 must be submitted to the appropriate supervisor. Requests up to the leave percentage will be approved, inclusive of Item 4B. **Management allowing more than the percentage off will not constitute precedent for future requests.**

**B.** Management will monitor the leave book and verify all request as to their status, by indicating approval or disapproval in the leave book. Supervisor will annotate the PS Form 3971 in the appropriate section of the form (supervisor signature and date/time notified) when the PS Form 3971 is received from the employee and responses will be in 48 working hours of the receipt of the 3971.

**ITEM 13: HOLIDAY SCHEDULE.** No full-time employee will be required to work a holiday before all means have been exhausted. The selection to work a holiday is the following: volunteer holiday full-time and volunteer NS full-time. **If asked prior to the preceding Tuesday, full-time regulars will be paid at straight time. However, if not requested by the preceding Tuesday, full-time regulars will be paid at overtime rate.**

**ITEM 14: OVERTIME DESIRE LIST (OTDL)**

**A.** Overtime will be given out in rotation by seniority to those who signed the OTDL. The OTDLs will start every quarter and each OTDL will progress by seniority on a rotating basis. When an employee chooses to drop off the OTDL, the employee cannot return to the list until the beginning of the next quarter. Management will post the OTDL sign-up list for clerks and maintenance (2) two weeks prior to the start of the new

quarter.

**B.** The OTDL for the clerks and maintenance shall be posted by seniority within the crafts. Postings of these OTDLs will be at the supervisor's desk and will be updated on a daily basis.

**C.** Every attempt to give employees at least (2) two hours notice of overtime on their scheduled work days will be made, except in emergencies.

**D.** Every attempt to give employees at least (2) two hours notice of overtime on NS days will be made, except in emergencies.

**E.** Management will strictly adhere to all other provisions concerning Article 8 of CBA.

**ITEMS 15, 16, AND 17: LIGHT DUTY (LD) ASSIGNMENTS:** It is agreed that temporary or permanent LD assignments shall not be made to the disadvantage or detriment of any career employee. LD assignments from any other craft shall not infringe upon duties or hours of any clerk. LD assignments will remain in the employee's own craft as much as possible, not to affect another craft's available work. This agreement will be made at the time when the need occurs and will be based on a case-by-case review. The unions will not be held to future LD agreements based upon previous LD agreements. Each agreement will be evaluated upon its own merit and affect upon the craft to which such LD assignment occurs; keeping in mind the affect it shall create on duties and hours of any other clerk. All agreements will follow Article 13 of CBA.

**ITEM 18:** Whereas there is no distinction or identification of sections within this office, Laconia, Lakeport, Gilford, and Weirs Beach will constitute the section and reassignment due to excess will follow seniority standards.

**ITEM 19:** Assignment of employee parking spaces shall be in conformity with Article 20 of CBA.

**ITEM 20:** Every effort will be made to allow union official or their representative to attend State and National Conventions. No more than (2) two shall be granted such leave above required number allowed during Non-Choice Vacation Time and no more than (1) one during choice vacation Time. Any others who wish to attend must do so under the Non-Choice and Choice Vacation Times bidding process.

**ITEM 21: RESERVED**

**ITEM 22: BIDDING AND POSTING JOBS.**

**A.** Any change of times in a bid job will first be discussed with the local union and the employee affected before implementation. Changes of one hour or less to a bid job will not cause reposting, except if the current bid owner request in writing a desire for the job to be reposted. Bid jobs with more than one hour change shall be reposted for the

entire craft to bid.

**B.** A sufficient change of duties will cause any bid job to be reposted. Normally, this shall be determined by mutual agreement between management and the local union, which will be arrived at by a determination of a (50) fifty percent change in duties. However, any bidder who feels uncomfortable with such changes in their bid job may request in writing their bid job be reposted for bid, within (30) thirty days of such change.

**C.** Full consultation of jobs and their descriptions shall be held with the local union at least (1) one week prior to any proposed changes in a bid job. A copy of the bid job to be posted shall be provided the union (1) one week before its actual posting.

**D.** A properly secured bid box shall be provided by management. The bid box's location will be described on the bid posting. Bids will remain posted for a (10) ten-day period.

**E.** The Union President, or designee, will be present at the opening of the bid box. Tabulations of bids will be made by the union designee and management designee. The union reserves the right to allow any employee who desires to observe the process to be present, either off the clock or as part of the employees break. Every attempt will be made to award the bid job by the next beginning pay period following the end of the bid process.

THIS LMOU IS ENTERED INTO ON SEPTEMBER 30, 2011, AT LACONIA, NH 03246, BETWEEN USPS AND DESIGNATED AGENT OF APWU LOCAL 494 PURSUANT TO THE LOCAL IMPLEMENTATION OF THE NOVEMBER 21, 2010 TO MAY 20, 2015 CBA.

WALTER H. WITTS, Postmaster  
President

Laconia, NH 03246

WILLIAM A. HALSEY,

APWU LOCAL 494