

**ARTICLE 30**

**2011 NATIONAL AGREEMENT**

**LOCAL IMPLEMENTATION**

**2010 – 2015**

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**U.S. POSTAL SERVICE, NASHUA, NH 03060**

**AND**

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

## **Item 1**

### **Additional or Longer Wash-Up Periods**

Installation Head shall grant reasonable wash-up time to those employees who perform dirty work or who work with toxic materials.

## **Item 2**

### **The Establishment of a Regular Work Week of Five Days with Either Fixed or Rotating Days Off**

When it is necessary for management to post any job assignment or position, it shall 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**

Whenever an emergency condition exists, i.e., extreme weather conditions, hazardous driving, bomb threats, etc., the installation head or designee will review appropriate federal, state and local governmental recommendations and directives and make a determination as to whether curtailment or termination of postal operations is necessary. In making such determinations, the safety of employees, the protection of the postal service property, and other relevant factors will be given appropriate consideration.

Prior to making a determination, where practical, local management will advise the ranking local union official on duty of his intentions.

Procedures to be followed when the installation head or designee has decided to curtail or terminate postal operations:

1. Management will make every attempt to contact local radio stations requesting them to announce instructions to employees, and also requesting the public to convey the message to all employees.
2. Management will not be responsible for erroneous unofficial information.

## **Item 4**

### **Formulation of Local Leave Program**

Employees wishing to cancel leave selected shall give management and the union ten (10) days advance notice in writing. Leave will be canceled only for good reason and such leave will be posted for bid for six (6) days.

First consideration of bid for a canceled week shall be given to those junior in seniority to the person whose week is posted. If no one junior to this person has bid, then the bids of the remaining senior persons will be considered according to their seniority with the senior person to be declared the successful bidder.

An employee's seven (7) day vacation pick in the choice vacation period shall not be interrupted except in a case of extreme emergency.

All requests for annual leave for religious reasons will be made at least one (1) week prior to the religious holiday. Management will make every effort to allow the maximum number of employees for such religious observances.

If a request for annual leave has not been returned disapproved within forty-eight (48) hours of submission, provided it has been submitted to their supervisor, it is automatically approved. Administrative leave for blood donations will be handled on a case by case basis consistent with section 519.25 of the employee Labor Relations Manual.

## **Item 5**

### **The Duration of the Choice Vacation Period(s)**

The choice vacation period shall start with the 3rd week in May and end the last week of September. Also included will be the week between Christmas and New Year's Day beginning the day after Christmas and ending the day before New Year's Day.

## **Item 6**

### **The Determination of the Beginning Day of an Employee's Vacation Period**

An employee's vacation period shall begin on Sunday. The only exception would be the week between Christmas and New Year's Day.

## **Item 7**

### **Whether Employees at the Option May Request Two Selections During the Choice Vacation Period, In units of Either 5 or 10 Days**

Employee's who earn thirteen (13) days of annual leave per year, shall be granted up to ten (10) days of continuous annual leave during the choice vacation period. The employee at their option may take ten (10) days consecutively or in two (2) separate periods of five (5) days each.

Employee's who earn twenty (20) or twenty-six (26) days of annual leave per year shall be granted up to fifteen (15) days of continuous annual leave during the choice vacation period. The employee at their option, may take fifteen (15) days consecutively or in two separate periods of five (5) and ten (10) days each.

### **Item 8**

#### **Whether Jury Duty and Attendance at National or State Conventions shall be Charged to the Choice Vacation Period**

Jury duty, national conventions and military leave shall not be part of the choice vacation period quotas. The maximum allowed off to attend national conventions to be excluded from the choice vacation will be two (2). Reasonable consideration shall be given to employees of the union to attend seminars, meetings and state conventions even if the request is made during the choice period.

### **Item 9**

#### **Determination Of the Maximum Numbers of Employees who Shall Receive Leave Each Week During the Choice Vacation Period**

The number of employees employed at the Nashua NH Post Office will be calculated as of January 20 of each year. The actual number to be provided to the Director of the APWU of the Nashua office within five (5) days of calculation.

It is agreed by the parties that local management shall allow sixteen percent (16%) of the clerk craft employee complement off during each week of the choice vacation period.

It is agreed by both parties that local management shall allow sixteen (16%) of the maintenance craft employee complement off during each week of the choice vacation period, or a minimum of one (1) employee, whichever is greater.

When a computation of employees allowed off results in a fraction, .5 or greater is rounded up to the next highest integer, less than .5 is dropped.

### **Item 10**

#### **The Issuance Of Official Notices To Each Employee Of The Vacation Schedule Approved For Such Employee**

A notice will be posted on the bulletin board by February 1. 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.

On February 1 of each calendar year, a schedule will be devised notifying each clerk employee of the dates the employee has to complete their selection for choice vacation. The schedule shall be posted and distributed to all craft employees, and those on leave will be notified in writing. Selection shall be made on Form 1547 and returned within timeframe of schedule. Employees not making selection during their scheduled time frame shall select at the bottom of the group selection at the time the late selector's selection is received.

The vacation schedule shall be updated weekly, preferably every Wednesday before 5:00 p.m. The selection period will be March 1 through March 20.

The approved choice vacation period leave schedule will be posted no later than March 30.

## Item 12

### The Procedures For Submission Of Application For Annual Leave During Other Than The Choice Vacation Period

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 **except for annual leave in conjunction with a holiday.**

**When a request for leave that is in conjunction with a holiday is made, three (3) percent of the crafts represented by the APWU, a minimum of one (1) employee shall be allowed off on annual leave, in a weekly increment, while seven (7) percent of the crafts represented by the APWU shall be allowed off in daily increments, except for the day after Thanksgiving which shall be eleven (11) percent. Management will be obligated to a total of ten (10) percent cumulatively, except for the day after Thanksgiving the obligation shall be fourteen (14) percent cumulatively. Employees will not submit their request for leave until 90 days before the first day of leave requested.**

**Other than the provision above ten percent (10%) of all APWU craft employees shall be allowed off on annual leave outside of the choice vacation period provided PS Form 3971 has been submitted at least forty-eight (48) hours in advance.**

In all other instances, the needs of the service shall prevail.

When a computation of employees allowed off results in a fraction .5 or greater is rounded off to the next higher integer, less than .5 is dropped.

### **Item 13**

#### **The Method Of Selecting Employees To Work On A Holiday**

When scheduling employees to work a holiday, the following method will be used:

All full time employees who possess the necessary skills and have volunteered to work on the holiday or their designated holiday.

Full time volunteer employees whose non-scheduled work day falls on the holiday and possess the necessary skills, even though the payment of overtime is required, by seniority.

**All PSE's to the extent possible, even if payment of overtime is required.**

Full time non-volunteer employees whose non-scheduled work day falls on the holiday and who possess the necessary skills, even though the payment of overtime is required, by juniority.

Full time employees who have not volunteered to work on their holiday, by juniority.

### **Item 14**

#### **Whether "Overtime Desired" Lists In Article 8 Shall Be By Section and/or Tour**

When overtime is to be scheduled, a reasonable advance notice shall be given. Except for an emergency, at least one (1) hour notice will be considered reasonable. When the need for overtime arises, employees with the necessary skills having their names on the Overtime Desired List will be selected in order of their seniority on a rotating basis. Those absent and/or on leave shall be passed over.

Overtime Desired List will be maintained by craft and location. Work locations will be defined as: Mail Distribution, Window, Registry Cage, Support (Timekeeper, General Office Personnel), and South Station (Window) and DMU (Detached Mail Unit).

### **Item 16**

#### **The Method To Be Used In Reserving Light Duty Assignments So That No Regularly Assigned Member Of The Regular Work Force Will Be Adversely Affected**

The following shall serve as a guide for the Postmaster when assigning employees to light duty:

- a) All light duty applications must be submitted in accordance with Article 13.
- 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 employee's regular work assignment.
- c) When necessary to cross crafts for light duty assignments, management shall consult with the designated representatives of the A.P.W.U..

When an employee represented by the union has met all the requirements for a light duty assignment, management shall consult with the union officials before making a final decision. A light duty assignment will not be used to bump an employee from a regular bid job.

Every effort shall be made to assign concerned employee on light duty to their regular tour of duty. Employees on light duty from other crafts shall not be used to the detriment of clerical employees.



**Item 18**

**The Identification of Assignments Comprising A Section, When It Is Purposed to Reassign Within An Installation Employees Excess To The Needs Of A Section**

The entire Nashua Post Office shall be considered a "section" for the purpose of reassignments.

**Item 19**

**The Assignment Of Employee Parking Spaces**

The employer shall make every reasonable attempt to provide ample parking for all employees and reserve one space for the A.P.W.U.

**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 leave requested prior to 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.

## Item 21

### Those Other Items Which Are Subject To Local Negotiations As Provided In The Craft Provisions Of This Agreement

The senior qualified applicant shall be placed in the new assignment no later than the second Saturday following the closing day for bids. The announcement will be made within forty-eight (48) hours of the closing of the bids.

When the working hours of any position are changed by sixty-one (61) minutes or more, the position shall be reposted.

Management will furnish the union quarterly, current seniority rosters of the employees showing the name and the seniority date. The union shall be notified of any changes affecting the roster.

The union will be notified by management within five (5) day of the employment of employees within all crafts represented by the A.P.W.U..

## Item 22

### Local Implementation Of This Agreement Relating To Seniority, Reassignments and Posting

A list of all clerks who successfully bid five (5) times during the life of this contract shall be supplied to the union.

Management will consult with union officials three (3) days prior to posting newly created positions. Management will give the union a copy of all new assignments the day prior to posting.

Nashua A.P.W.U. bids shall be placed in a locked receptacle prior to the posted closing time of the bids.

In implementing Article 37, Section 3A4, it is agreed that the employer and the union will consult on each case to determine if sufficient change is present for re-posting.

When an absent employee has so requested in writing stating his mailing address, a copy of any such notice inviting any bids for his craft shall be mailed to him by the installation head.

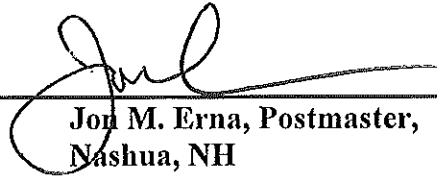
The notices shall remain posted for seven (7) calendar days.

## MISCELLANEOUS

- A. In accordance with the provisions of Article 1 of the national agreement, the employer recognizes the A.P.W.U. as the designated exclusive bargaining representative for all employees in the clerk, motor vehicle, maintenance and special delivery bargaining units for which each has been certified and recognized at the national level.
- B. Regular Labor-Management meetings will be held. The meetings will be held every other month commencing with January. They will be held on the third Tuesday of the month. The November meeting will include discussions on Christmas operations as well as normal agenda items. No more than three (3) representatives from either party will attend the meetings. No more than one (1) A.P.W.U. representative will be on the clock during the meeting. Agenda items will be exchanged by the close of business on second Thursday of each month in which a meeting is scheduled. Items not included on the agenda will be discussed by mutual consent.
- The meetings will be held in the Postmaster's office at a mutually agreeable hour and will adjourn after one (1) hour. Failure of both sides to submit an agenda will automatically cancel the bi-monthly meeting.
- C. The employer agrees to provide lavatory and lunch room areas which are clean, sanitary and well kept.
- D. The employer agrees to provide a policy of prompt notification to any employee when notified of an illness, injury, and death or unusual circumstances endangering life or property concerning the employee's family or homestead.
- E. **Management shall provide (3) locking glass bulletin boards to the APWU, one for each facility.**

THIS MEMORANDUM OF UNDERSTANDING IS ENTERED ON 09/02/2011  
AT NASHUA, NH BETWEEN THE REPRESENTATIVES OF THE UNITED  
STATES POSTAL SERVICE, AND THE DESIGNATED AGENT OF THE  
AMERICAN POSTAL WORKERS UNION, MANCHESTER, NH AREA  
LOCAL, AFL-CIO, REPRESENTING THE A.P.W.U IN NASHUA, NH  
PURSUANT TO THE LOCAL IMPLEMENTATION PROVISION OF THE  
2010 NATIONAL AGREEMENT.

For the United States Postal Service



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Jon M. Erna, Postmaster,  
Nashua, NH

For the American Postal Workers Union



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Patricia Ahern, President APWU