

ARTICLE 30
2010 NATIONAL AGREEMENT
LOCAL IMPLEMENTATION

2010 – 2015

MEMORANDUM OF UNDERSTANDING

BETWEEN

UNITED STATES POSTAL SERVICE, TILTON, N.H. 03276

AND

AMERICAN POSTAL WORKERS UNION, MANCHESTER

AREA LOCAL #230, AFL-CIO

ITEM #1

ADDITIONAL OR LONGER WASH -UP PERIODS.

It is agreed by the parties that Clerk Craft employees will be granted reasonable and necessary wash up time prior to their lunch and the conclusion of their tour of duty. This to include necessary wash up time after performing dirty work or incidental to personal needs.

ITEM #2

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

- A. Due to the size of the Tilton Post Office, office wide seniority shall be considered in establishing consecutive five day schedules, ie; Saturday-Sunday, Sunday-Monday as days off for regular scheduled in the Clerk Craft. Management agrees that in any regular position at the Tilton Post Office, such positions shall have consecutive days off.
- B. On Wednesday, management shall post the reporting times of PTF's for the following service week.
- C. All Tilton Clerk Craft positions 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

Management shall consult with Town and State officials to determine the extent of the emergency.

Reasonable consideration shall be given, but not limited to such 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 the State Police

Management will notify the employees at the earliest possible time of the termination and curtailment of Postal Operations. Such notification will be by telephone and/or available public media, such as television or radio.

Under the above circumstances, each employee will 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 policy consistent with the above provisions.

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 date of the choice vacation period, the number of employees off each week during the choice vacation.
2. In addition, any employee on off-site training on the day of the posting, shall be furnished a copy of the notice sent to them by certified mail.
3. The employee's seven (7) day vacation pick in the prime time period shall not be interrupted except in an emergency.
4. Employee's wishing to cancel leave selected shall give management ten (10) days advance notice: such canceled leave will be posted for bid for six (6) days.
5. Employee's becoming ill while on annual leave during choice vacation will be allowed another selection from the unscheduled weeks
6. When an employee cancels a choice vacation week or weeks, it shall be posted for bid on a clerk craft seniority basis within the clerk craft. An employee who bypasses choice vacation selection shall not be given first consideration.
7. Such canceled leave shall be posted for individuals on a seniority basis, who did not use their full quota of prime vacation period.
8. If a request for annual leave has not been returned disapproved within forty-eight (48) hours of submission, provided it has been submitted to his/her supervisor, it is automatically approved.
9. Subject to operational needs, applications for incidental annual leave during the choice vacation period will be granted on a first-come, first-served basis.
10. Subject to operational needs, applications for Leave Without Pay will be granted on a first-come, first-served basis.

ITEM #5

THE DURATION OF THE CHOICE VACATION PERIOD(S).

The choice vacation period shall start on the first week of June and end the week of Labor Day. Also included in the choice vacation period shall be the week coinciding with February and April school vacation, as well as the week of Christmas.

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.

ITEM #7

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

An employee may take in units of either one week and one week, or one week and two weeks or fifteen (15) consecutive working days, vacation during the choice vacation period.

ITEM #8

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

Leave requested for Jury Duty, attendance at National or State Conventions or for Military Duty shall have priority when scheduling choice vacation. Any Military Duty other than Annual Training shall be scheduled outside of the choice vacation period or as to not be in conflict with existing pre-approved vacations.

ITEM #9

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

1. Management shall follow the formula below to determine the number of clerk craft employees who shall receive Annual Leave during the choice vacation period. Any fraction of .5 or more shall be rounded upward to the next whole number;

Number of clerk craft employee's times (x) three (3), divided by the number of weeks on the choice vacation period.

2. Employee's wishing to cancel Annual Leave selected during the choice vacation period shall give management ten (10) days advance notice. Such canceled leave shall be posted for bid six (6) days.
3. When a clerk craft employee cancels a choice vacation selection, the canceled week shall be posted for bid on an office wide seniority basis within the clerk craft. An employee who bypasses choice vacation selection shall not be given first consideration.
4. Such canceled leave shall be posted for employees, on a seniority basis within the clerk craft who did not use the full quota of choice vacation.
5. If an individual craft wishes any more employees off than the formula allows, then mutual agreement shall be attained between the clerk craft representatives and management and such agreement shall be in writing.

ITEM #10

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

1. Employee applications for annual leave during the choice vacation period must be submitted on a PS 3971 during the period beginning on the first Monday in February and ending on the second Monday in March. Employees should indicate their preferences and indicate the total number of weeks desired. Employees will submit the forms in triplicate to their immediate supervisor who will initial one copy and return it to the employee as proof of submission.
2. Choice vacation selections shall be awarded on an office wide seniority basis within the clerk craft. If an employee's seniority does not entitle the employee to the time requested a copy of the PS 3971 will be returned with the reason for denial.
3. For the benefit of the employee, the available weeks of the choice vacation period shall be posted.
4. Vacation selection for February and April vacations will be submitted no later than December 31 of the preceding year. See Item #5 of the local agreement

ITEM #11

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

1. A notice shall be placed on the bulletin board by January 20, stating the dates of the choice vacation period, the guidelines for selecting choice vacations, the number of employees are allowed off each week, and the amount of leave the employees are allowed to take.
2. The approved choice vacation leave schedule will be posted no later than the first Monday of April.

ITEM #12

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

Applications for Annual Leave during other than choice vacation period shall be granted on a first-come, first-served basis. The form should be time clock punched with a time clock ring in the upper right hand corner and may be postmarked. If a request for Annual Leave has not been returned within forty-eight (48) hours of submission, provided it has been submitted to his/her supervisor, it is automatically approved.

ITEM #13

THE METHOD OF SELECTING EMPLOYEES TO WORK ON A
HOLIDAY.

The method of selecting employees to work on a holiday shall be in accordance with Article 11 of the National Agreement.

ITEM #14

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

1. For overtime purposes the Clerk Craft shall be considered a section.
2. The scheduling of overtime shall be in accordance with Article 8 of the National Agreement
3. An employee can remove his/her name from the overtime desired list by providing such request, in writing, to his/her immediate supervisor 48 hours in advance of the time he/she wishes to be removed from the list with the following exceptions:
 - a) The employee was pre-scheduled for overtime and by being removed from the list will be relieved from his/her working such overtime.
 - b) By removing his/her name from the list will relieve the employee from working overtime as a OTDL volunteer during the months of November, December, and January.
 - c) An employee can request waiver of exceptions (a) and (b) above and such request will be considered on an individual basis by management.
 - d) If possible, management will notify employees at least thirty (30) minutes before they are to remain for overtime. When possible, management shall make every effort to provide additional notice to employees who are to remain for overtime. Management shall also afford necessary time and facilities (i.e. use of the telephone) to make necessary adjustments as not to be a hardship.

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 local representatives of the APWU before reserving any assignments for temporary or permanent light duty .

ITEM # 16

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

1. 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 APWU.

2. When an employee represented by the union has met all the requirements for a light duty assignment, management shall consult with union officials before making a final decision.

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 local APWU representatives 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 Clerk Craft shall be considered a section.

ITEM # 19

THE ASSIGNMENT OF EMPLOYEE PARKING SPACES.

Parking for craft employees will be on a first-come , first-served basis in the area designated as “ Employee Parking”.

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 determination of the choice vacation period for the purpose of attending Union Conventions ,Seminars or Meetings shall be considered part of the choice vacation period for scheduling purposes, but not charged as part of the union employee's choice vacation period.

ITEM # 21

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

1. Employee Classification:

PSE's shall not be used to the detriment of career employees.

2. Representation:

The installation head shall maintain an open door policy concerning problems that may arise between Labor and Management.

3. Bulletin Boards :

Management shall provide bulletin boards for each represented craft.

4. Miscellaneous:

Management shall allow the designated Union Representative the use of the telephone for legitimate business related to the administration of the National Agreement , subject to sound business judgement and practices.

ITEM # 22

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

1. Hours of work:

- a. Management shall consult with the union prior to posting newly created positions.
- b. Management shall provide the union with a copy of all new assignments in advance of posting.
- c. When the starting time of any position is changed by sixty-one (61) minutes or more, the position shall be reposted for bid.

2. Seniority :

- a. Every reasonable effort shall be made , under normal conditions, by Management to honor seniority on all issues affecting employees represented by the APWU , as long as such application of seniority in no way conflicts with established provisions of the National Agreement.

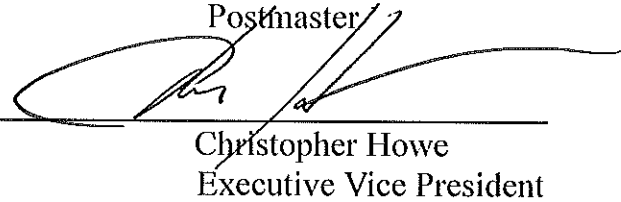
3. The parties agree that , in accordance with the National Agreement, every reasonable effort shall be made by local management to provide consecutive days off. In an effort to further that commitment, prior to any new positions being posted for bid, local management shall consult with the president or designee of the APWU of any job having split days off so as to afford the local APWU an opportunity to discuss the merits of the split day issue.

THIS MEMORANDUM OF UNDERSTANDING IS ENTERED ON 9-12-11,
AT TILTON ,N.H. BETWEEN THE REPRESENTATIVES OF THE UNITED STATES
POSTAL SERVICE AND THE DESIGNATED AGENT OF THE AMERICAN POSTAL
WORKERS UNION , MANCHESTER AREA LOCAL, AFL-CIO, PURSUANT TO THE
LOCAL IMPLEMENTATION PROVISION OF THE 2010 NATIONAL AGREEMENT.

FOR THE UNITED STATES POSTAL SERVICE


Ginette Duchaine
Postmaster

FOR THE AMERICAN POSTAL WORKERS UNION


Christopher Howe
Executive Vice President