

ARTICLE 30
2010 NATIONAL AGREEMENT
LOCAL IMPLEMENTATION

2010 – 2015

MEMORANDUM OF UNDERSTANDING

BETWEEN

UNITED STATES POSTAL SERVICE, MERRIMACK, NH 03054

AND

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

ITEM 1

ADDITIONAL OR LONGER WASH-UP PERIOD
(REF. Article 8, Section 9)

Management shall allow a three (3) minute wash-up period before lunch and three (3) minute wash-up period before end of tour.

ITEM #2

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

- A. Management will consider consecutive days off on all new positions created subject to the operational needs of the Merrimack, NH, Post Office. Management will confer with the union in reviewing the operational needs prior to establishing non-scheduled days as stated above.
- B. Management agrees that all Merrimack clerk craft positions will have fixed days off.

(FT)

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.

- A. In the event of an emergency situation, the Postmaster or his designee will consult with the President of the APWU or his designee, if available, to discuss any problems which may arise.
- B. Reasonable consideration shall be given, but not limited to such factors/conditions as:
 - 1. Safety and health of employees.
 - 2. Civil disorders and city and state governmental directives.
 - 3. Acts of God.
 - 4. Hazardous weather conditions.
 - 5. Advice of local authorities including state police.
- C. Management will notify employees at the earliest possible time of termination and curtailment of postal operations. If deemed necessary, such notification will be by telephone and/or available public media, such as television or radio.
- D. In those cases that affect the town or state, the Postmaster or his designee shall consult with Town or State Officials to determine the extent of the emergency.
- E. Under the above 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 policy consistent with the above provisions.

ITEM #5

THE DURATION OF THE CHOICE VACATION PERIOD(s).

The choice vacation period shall start on the third full week of May and end the Saturday of Labor Day weekend; in addition, the week between Christmas and New Year's, Thanksgiving week and the weeks of February and April vacation as defined by the Merrimack School System in the applicable year. This choice vacation period shall not exceed TWENTY (20) weeks.

ITEM #7

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

Employees may take leave for choice vacation periods in units of 5 days; or 5 and 5 days; or 5 days and 10 days; or 10 and 5 days of vacation time during the choice vacation period, subject to the employee's category and also conditional to the employee's leave balance. No employee will be allowed choice vacation time that exceeds his or her leave balance.

ITEM #8

**WHETHER JURY DUTY AND ATTENDANCE AT NATIONAL OR STATE
CONVENTIONS SHALL BE CHARGED TO THE CHOICE VACATION
PERIOD (ref: Article 10)**

Jury duty, national conventions and military leave shall not be part of prime time vacation quotas.

ITEM #9

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

- A. 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 employees X 3, divided by number of weeks in the choice vacation period, (20 WEEKS).

- B. Employees wishing to cancel Annual Leave selected during choice vacation period shall give Management ten (10) days advance notice. Such canceled leave shall be posted for bid for six (6) days.
- C. When an employee cancels a choice vacation selection, the canceled week or weeks shall be posted for bid on an office wide seniority basis. An employee who bypasses choice vacation selection shall not be given first consideration.
- D. Such canceled leave will be posted for employees, on a seniority basis, who did not use the full quota of choice vacation period.

ITEM #10

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

(Ref. Article 10)

- A. In addition to the schedule posted on the bulletin board, the employee shall receive a written notice Form 1597, informing him/her of his approved vacation.
- B. The vacation schedule posted on the bulletin board advising employees of his/her vacation schedule, shall be updated weekly, preferably every Wednesday before 5 pm.

ITEM #11

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

- A. With the exception as noted in item D., below, notice shall be placed on the bulletin board the first Monday in February stating the dates of the choice vacation period, the number of employees allowed off each week, the amount of leave employees are allowed to take, and the guidelines for each employee to follow in selecting his/her vacation period(s).
- B. Beginning with the first Monday in March, the employer shall canvass the employees in order of seniority to select their week(s) for the choice vacation period. Employees who will be absent during the selection period, will leave a list of their selections with designated members of Management or will be by-passed.
- C. The approved choice vacation schedule will be posted no later than March 30.
- D. Starting on the second Monday in January, the February Prime Time week will go up for bid with a closing date as the last Friday in January. This week is considered to be part of the Prime Time bids.

ITEM #12

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

- A. Management shall allow a minimum of one (1) employee off on a daily basis, except Saturday, provided that a PS Form 3971 has been submitted three (3) days in advance; this procedure will be on a first come, first serve basis. **In case of emergency, this provision may be waived with the consent of an official of the APWU.** In the event that more than one (1) employee submits on the same day for the day in question, seniority will determine who has the leave approved.
- B. The procedure for granting Annual Leave for instances other than provided in paragraph A will be on a first come, first serve basis subject to the needs of the service.
- C. Annual Leave requests will be submitted no sooner than thirty (30) days in advance, unless mutually agreed by management and the Union.

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 OR TOUR.**

(Ref: Article 8, Section 5b)

Whether overtime desired lists in Article 8 shall be by section or tour, shall be according to the National Agreement, Section 5b.

ITEM #15

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

(Ref. Article 13)

When an employee represented by the union has met all 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.**

The identification of assignments that are to be considered light duty within each craft represented in the office 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 Merrimack Post Office shall be considered a section.

ITEM #19

THE ASSIGNMENT OF EMPLOYEE PARKING SPACES.

At the Merrimack Post Office, there shall be ample parking for all employees. There shall be no reserved parking except for Rural Carriers who shall be assigned parking spaces closest to the loading dock. Parking will be on a first-come, first-serve basis.

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
VACATION PLAN.**

(Ref. Article 10)

Annual Leave requested prior to the determination of the choice vacation period for the purpose of attending union activities, 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

A. EMPLOYEE CLASSIFICATIONS:

Preferred hours and duties shall be given to PTF's and unassigned regulars over PSE's.

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

B. HOURS OF WORK:

Management shall give the Union a copy of all new assignments the day prior to posting.

C. PRINCIPLES OF SENIORITY, POSTING AND REASSIGNMENTS:

1. When the working hours of any position are changed by sixty-one (61) minutes or more, the position shall be reposted.
2. Positions shall be posted for a period of seven (7) days, beginning on a Tuesday at 2p.m.
3. A successful bidder shall be assigned to the job within ten (10) days or sooner if practical.
4. Management shall designate the time of lunch breaks on all job postings, subject to change through mutual agreement between the bid holder and management. When due to operational demands, management will be allowed to change any designated lunch period provided a one (1) hour notification is given to the bid holder or the bid holder agrees to change.

D. SAFETY AND HEALTH:

Management shall attempt to make the entrance and the parking lot as safe as possible at all times.

E. BULLETIN BOARDS:

Management shall provide a bulletin board accessible to all employees.

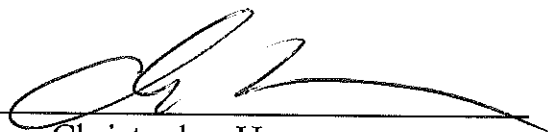
THIS MEMORANDUM OF UNDERSTANDING IS ENTERED ON
9-15-11, AT MERRIMACK, N.H. BETWEEN THE
REPRESENTATIVES OF THE UNITED STATES POSTAL SERVICE AND
THE DESIGNATED AGENT OF THE AMERICAN POSTAL WORKERS
UNION, MERRIMACK BRANCH-MANCHESTER AREA LOCAL, AFL-
CIO, PURSUANT TO THE LOCAL IMPLEMENTATION PROVISION OF
THE 2010 NATIONAL AGREEMENT.

For the United States Postal Service

Kathy Cwenaar 9-30-11

Kathy Cwenaar
Postmaster

For the American Postal Workers Union



Christopher Howe
Executive Vice President