

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE
NASHUA L&DC
AND THE
NATIONAL POSTAL
MAIL HANDLERS UNION

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2016 - 2019

LOCAL MEMORANDUM OF UNDERSTANDING
BETWEEN
UNITED STATES POSTAL SERVICE
NASHUA LOGISTICS AND DISTRIBUTION CENTER
AND THE
NATIONAL POSTAL MAIL HANDLERS UNION
BRANCH 83, LOCAL 301

ITEM A. ADDITIONAL OR LONGER WASH-UP PERIODS.

Five (5) minutes wash-up time will be provided to Mail Handlers prior to lunch and prior to the end of tour.

ITEM B. 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.

The decision for curtailment or termination of postal operations to conform to the orders of local authorities, or as local conditions warrant because of emergency conditions, shall be made by the Installation Head. The parties recognize that the Postal Service is the most vital part of the communications machinery of the United States and that, historically, the USPS has provided this service to the public without interruption; therefore, as a matter of policy, postal operations will not be terminated at the Nashua L&DC unless the Installation Head determines that conditions so warrant.

Management will notify employees at the earliest possible time of termination or curtailment of postal operations. To the extent possible, such notification will be by available public media such as television and/or radio.

In the event of an emergency situation, the Installation Head will discuss any problems that may arise with the Branch President or designee.

Management further recognizes its continuing obligation to scrupulously adhere to the regulations and intent for handling administrative leave as set forth in Section 519 of the Employee and Labor Relations Manual.

ITEM C. FORMULATION OF LOCAL LEAVE PROGRAM.

The Installation Head or designee will meet with representatives of the NPMHU to review L&DC service needs as soon after January 1 of each year covered by this Local Memorandum of Understanding (hereinafter LMOU) as practicable. Notice will be posted on bulletin boards by February 1 of each year covered by this LMOU, stating the beginning and ending dates of the choice vacation period, the craft complement on each tour on which the percentages will be based, the number of employees to be allowed off each week during the choice vacation period, the amount of leave employees will be allowed to take and guidelines for choosing choice vacation period weeks.

Choice vacation period selections will be granted by seniority on each tour.

A choice vacation period selection (hereinafter week) consists of seven (7) calendar days.

Applications for leave and relinquishing of same will be in seven (7) calendar day increments.

When an employee cancels his/her choice vacation period week(s), the choice vacation period week(s) will go up for bid and will be awarded on a seniority basis from among employees on that employee's tour.

For choice vacation period weeks which have been bid to the maximum percentage allowed by Item H of this LMOU, vacated choice vacation period weeks will be posted within forty-eight (48) hours of when written notification is provided to the Installation Head or designee. The mail handler vacating a choice vacation period week(s) will make his/her intention of relinquishing same known no later than ten (10) days prior to the start of that choice vacation period week(s). All vacated choice vacation period weeks will be posted for a period of five (5) days. Thereafter, the successful bidder will be promptly notified and the successful bid will be posted for three (3) days. The union will be given a copy of the cancellation within forty-eight (48) hours of when it is received by management. The union will be given a copy of the postings related to the vacated week(s) at the time that they are posted or as soon as possible, but no later than forty-eight (48) hours thereafter.

After completion of the awarding of all choice vacation period weeks, any remaining open weeks will be considered to be available under the provisions of Article 10.5C and Article 10.3D4, which state that "the remainder of the employee's annual leave may be granted at other times during the year, as requested by the employee." The intent of this statement is to establish that after all employees have been given the opportunity to bid for choice vacation period week(s) in keeping with Item F of this LMOU, employees may apply for additional annual leave for choice vacation period week(s) still open, as well as for day(s) or week(s) in months not included in the choice vacation period, so long as those employees have sufficient annual leave for the periods requested.

An employee who is the successful bidder on a relinquished choice vacation period week(s) will cancel the choice vacation period week(s) he/she had been previously awarded if the new bid exceeds the time allowed by Article 10.3D1 and D2 of the National Agreement. Exceptions will be granted by mutual agreement between management and the union.

Management will consider all requests for annual leave submitted on PS Form 3971 for special consideration for extended special trips or tours, so long as the employee has sufficient annual leave for the period(s) requested.

A mail handler who bids from one tour to another will be granted his/her choice vacation period week(s) as approved so long as he/she has sufficient annual leave for the week(s) requested.

Employees must have sufficient annual leave to cover their choice vacation period week(s) at the time that their choice vacation period week(s) begin. Exceptions will be granted by mutual agreement between management and the union.

Blood donations will be administered in keeping with Part 519.25 of the Employee and Labor Relations Manual.

ITEM D. THE DURATION OF THE CHOICE VACATION PERIOD.

The choice vacation period will be as follows in each year covered by this LMOU;

The two (2) most prevalent school vacation weeks in February.

The first full week in April through the last full week in September.

The period beginning December 26 through January 1.

ITEM E. THE DETERMINATION OF THE BEGINNING DAY OF AN EMPLOYEE'S VACATION PERIOD.

The beginning day of the employee's choice vacation period for Tour 2 and Tour 3 shall be Saturday.

The beginning day of the employee's choice vacation period for Tour 1 shall be Sunday.

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

Employees who earn thirteen (13) days of annual leave per year will be granted up to ten (10) days of continuous annual leave during the choice vacation period. The employee, at his or her option, may take ten (10) days consecutively or in two separate selections of five (5) days each.

Employees who earn twenty (20) or twenty-six (26) days of annual leave per year will be granted up to fifteen days of continuous annual leave during the choice vacation period. The employee, at his or her option, may take fifteen (15) days consecutively or in two separate selections, one of five (5) days and one of ten (10) days, or in two separate selections of five (5) days each.

No employee may request 3 non-consecutive five day selections during the initial sign up period.

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

Jury duty and attendance at National and State Conventions shall not be charged to the choice vacation period.

Two (2) employees who are delegates to State or National Conventions will be allowed time off to attend. These two (2) employees will not be included in the maximum percentage agreed off each week during the choice vacation period.”

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

The following maximum percentages will apply to employees’ annual leave requests during the choice vacation period, in keeping with the provisions of this LMOU. The number of employees upon which these percentages are based will be provided to the union and posted as provided in Item C of this LMOU.

April 1 through last full week in September: 15% on each tour.

Period of December 26 through January 1: 15% on each tour.

When applying the percentages outlined above, any fraction of 0.50 or more will be rounded to the next higher number, while any fraction less than 0.50 will be rounded to the next lower number. In the case where that does not generate a minimum increase of one slot over non-prime time, the Tour will be given an additional slot for prime time.

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

Allocation of choice vacation period, other than the month of February, shall be through the use of a sign up chart, following the procedures below:

1. A notice shall be posted the first week of February each calendar year, notifying all mail handler employees of the choice vacation period.
2. Sign up for choice vacation period shall be by the use of a sign up chart by tour and seniority.
3. During the first full week in March each leave year, one union representative designated by the Branch President, will be afforded reasonable time on the clock to solicit mail handlers for their choice vacation selections. Exceptions to this time frame will be granted by mutual agreement between management and the union.
4. At the conclusion of the sign up period, the union representative shall submit the signed vacation chart to the Installation Head or designee. Within two weeks of the submission, the choice vacation chart will be posted with a copy provided to the union.
5. Within two weeks of Management's posting of the initial round, one union representative designated by the Branch President, will be afforded reasonable time to solicit mail handlers for a second round consistent with the rules established in Item F. At the conclusion of the second round, the union representative shall submit the results to the Installation Head or designee. Within two weeks of the submission, the choice vacation posting will be amended to include the second round selections.

For the February choice vacation period, employees will submit their requests in duplicate on Form 1547 during the first two (2) full weeks in January of each year covered by this LMOU. PS Form 1547 will be submitted in duplicate to their immediate supervisor, who will initial one copy and return it to the employee as proof of submission. If the employee's seniority does not entitle him/her to approval of the submitted request(s), the employee will be personally contacted. The approved choice vacation period schedule for these February weeks will be posted no later than the beginning of the last full week in January.

Once the choice vacation period chart has been posted, each employee will submit PS Form 3971 in duplicate to his/her immediate supervisor. The PS Form 3971 signed by the employee's supervisor approving the annual leave will be official notification that the choice vacation period is approved. The employee will receive the duplicate of the signed PS Form 3971 within two weeks of the submission.

The union will be notified of changes to the choice vacation period schedule in keeping with Item C of this LMOU. The posted schedule will be updated monthly, to include any changes for those months remaining in the choice vacation period.

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

A notice shall be posted on the official bulletin board not later than November 1st of each year covered by this LMOU notifying employees of the beginning date of the new leave year, which shall begin with the first day of the first full pay period of the calendar year. The notice will include a reminder of the need to use any annual leave in excess of 440 hours, which leave cannot be carried over into the new year.

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

The percentages and/or slots negotiated in this Item are to be applied for both full weeks and individual days. Management is not required to approve a request for a full week of leave if an individual day(s) within the period requested would exceed the percentage or number or slots:

T1 and T2: Mail Handler career complement 0 to 50:

0 to 12 = 1 slot

12 to 30 = 2 slots

31 to 49 = 3 slots

If either Tour 1 or 2 reaches 50 employees or above, 7% applies on that tour.

Tour 3 : 7% always applies on Tour 3.

Rounding:

When applying the percentages outlined above, any fraction of 0.50 or more will be rounded to the next higher number, while any fraction less than 0.50 will be rounded to the next lower number.

Full Weeks:

Requests for full weeks (40 hours or 32 hours during weeks in which a holiday is observed) of incidental annual leave will be submitted in triplicate on PS Form 3971 to the employee's immediate supervisor no earlier than 60 calendar days in advance of, and, no later than 72 hours prior to the first calendar day of the service week in which the annual leave is desired. (Requests for full weeks during Prime Time will be submitted no later than the Saturday prior to

the week in which the annual leave is desired). So long as the request is submitted within these time frames, approval or denial of the request for annual leave will be given no later than seventy-two (72) hours or by their last day scheduled (whichever is earlier) after the leave request is received, or the leave request will be automatically approved. Automatic approval does not apply if the employee is absent on the last possible notice day.

Either the number of slots provided above, or 7% of the employees on each tour, if applicable, who submit PS Form 3971 in keeping with the preceding paragraphs will be permitted leave each week during the weeks outside of the choice vacation period. Management is not required to approve a request for a full week of leave if an individual day(s) within the period requested would exceed the percentage. However, such requests may be resubmitted as requests for individual day(s) or may be granted at management's discretion as outlined hereunder.

Submission for annual leave later than the time frame or beyond the percentage provided above does not preclude management's consideration of the leave request. Approval of such requests will be at management's discretion based upon the needs of service.

Requests for incidental annual leave for a full week(s) submitted to the immediate supervisor after the time limits listed above but within the first two hours of duty will be responded to no later than the end of the employee's next tour of duty.

Individual Day(s):

Requests for an individual day(s) of incidental annual leave will be submitted in triplicate on PS Form 3971 to the employee's immediate supervisor no earlier than thirty (30) calendar days in advance of and, no later than seventy-two (72) hours prior to the first day for which the annual leave is desired. (Requests for days during Prime Time will be submitted no later than seven (7) days prior to the day being requested). So long as the request is submitted within these time frames, approval or denial of the request for annual leave will be given no later than seventy-two (72) hours or by their last day scheduled prior to the leave requested (whichever is earlier) after the leave request is received, or the leave request will be automatically approved. Automatic approval does not apply if the employee is absent on the last possible notice day.

Either the number of slots provided above, if applicable, or seven (7%) percent of the employees on each tour, if requested, who submit PS Form 3971 in keeping with the preceding paragraph, will be permitted leave each day during the weeks outside of the choice vacation period.

Submission for annual leave beyond the percentage provided above does not preclude management's consideration of the leave request. Approval of such requests will be at management's discretion based upon the needs of service.

Requests for incidental annual leave for an individual day(s) submitted after the time limits above but within the first two hours of duty will be responded to no later than the end of the employee's next tour of duty.

Requests for same day annual leave submitted to the immediate supervisor within an employee's first two hours of duty will be responded to no later than four (4) hours after that employee's tour of duty commences.

Approval Procedures

The procedure outlined in this item will also apply to requests for incidental annual leave during the choice vacation period. Management is not required to approve a request for incidental annual leave on any day during the choice vacation period when the maximum percentage contained in Item H of this LMOU has been granted. However, submission for incidental annual leave above and beyond the maximum percentage contained in Item H does not preclude management's consideration of approval of the leave request.

When requests for full weeks or individual days of incidental leave are submitted within the time frames outlined above, the following procedures will apply:

- a. The supervisor will not approve or disapprove such requests until one hour after all mail handlers on the particular tour have reported for duty (based on their normal Begin Tour times).
- b. Management acknowledges its responsibility to respond to PS Forms 3971 in keeping with the time frames outlined in this item. Failure to adhere to these time frames will be subject to the grievance-arbitration procedure. Repeated failures to adhere to these time frames may be submitted by the union as an agenda item for a Labor-Management committee meeting.

When a decision is made by management to grant annual leave due to operating conditions, annual leave will be granted by seniority, subject to needed qualifications.

After the provisions for granting annual leave have been met, management will consider approving additional requests for annual leave prior to considering requests for Leave Without Pay (LWOP).

Consistent with the needs of the service, employees will not be denied annual leave to attend union meetings.

At the time of the submission of PS Form 3971, the supervisor will immediately sign the 3971, note the exact time and date of the submission, and immediately return one copy of the triplicate form to the employee for their records.

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

Overtime Desired Lists shall be by tour.

There will be three (3) Overtime Desired Lists (OTDL) on each tour. The three lists will be defined as follows: Before Tour, After Tour, and Non-Scheduled Day.

Management will determine which OTDL's are utilized in keeping with Article 8.5C.

A mail handler who has been designated the successful bidder on a different tour shall have the opportunity to place his/her name on the OTDL(s). The employee shall not be entitled to overtime opportunities that occurred prior to his/her name being placed on the list.

The preceding paragraph does not apply if an employee bids off of a tour and returns to that tour in the same quarter and his/her name was not on the list for that tour originally. Exceptions to this restriction may be made by mutual agreement between management and the union.

After being properly scheduled for overtime by management, a mail handler on an OTDL who is then excused will be considered to have received an overtime opportunity.

A mail handler may request that his/her name be removed from the OTDL at any time during the quarter. However, management does not have to immediately honor the request if the employee has been pre-scheduled for overtime at the time the request is made.

ITEM M. THE NUMBER OF LIGHT DUTY ASSIGNMENTS TO BE RESERVED FOR TEMPORARY OR PERMANENT LIGHT DUTY ASSIGNMENT.

ITEM N. 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.

ITEM O. THE IDENTIFICATION OF ASSIGNMENTS THAT ARE TO BE CONSIDERED LIGHT DUTY.

Temporary and permanent light duty requests will be administered in accordance with Article 13 of the National Agreement.

Employees who are approved for light duty will be assigned to operations where work exists within their physical limitations; such operations will include, but not be limited to, rewrap_and shape sort.

Light duty assignments will not be used to bump an employee from his/her bid duty assignment.

ITEM P. THE IDENTIFICATION OF ASSIGNMENTS COMPRISING A SECTION, WHEN IT IS PROPOSED TO REASSIGN WITHIN AN INSTALLATION, EMPLOYEES EXCESS TO THE NEEDS OF A SECTION.

For purposes of applying Article 12 of the National Agreement, the entire installation shall be considered a section on each tour.

ITEM Q. THE ASSIGNMENT OF EMPLOYEE PARKING SPACES.

Available parking spaces, in excess of USPS needs, will be filled on a first-come, first-served basis. One designated parking space, adjacent to those provided for management, will be provided for the NMPHU.

ITEM R. 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 CHOICE VACATION PLAN.

Annual leave to attend Union activities requested prior to the granting of choice vacation period(s) will not be counted in the percentage provided for in Item H of this LMOU.

ITEM S. THOSE OTHER ITEMS WHICH ARE SUBJECT TO LOCAL NEGOTIATIONS AS PROVIDED IN THE FOLLOWING ARTICLES:

Article 12, Section .3B5: When the duties or principal assignment area of a duty assignment are changed, management will consult with the union to determine if the duty assignment requires reposting.

Article 12, Section .3C: Posting and bidding of duty assignments will be on an installation-wide basis.

Article 12, Section .3E3: For temporary reassignments not covered by Articles 12 or 25, the movement of employees outside their bid assignment area will be as follows:

- a. Casuals
- b. Employees from other crafts
- c. MHA's
- d. Full-time employees working overtime by juniority within their level
- e. Part-time employees
- f. Full-time employees not working overtime by juniority within their level

The movement back into the bid assignment area will be by seniority within the level unless a special qualification is required.

Article 12, Section 4: Except as provided in Item P, sections will be defined by tour as follows:

Platform/Ball Deck – Strategic

Main – Strategic

Platform – Main

Manual – Main

Tour hours will be defined as follows and will include assignments with Begin Tour times which fall within the stated parameters:

- | | |
|--------|-------------------------------|
| Tour 1 | 2000 hours through 0399 |
| Tour 2 | 0400 hours through 1199 |
| Tour 3 | 1200 hours through 1999 hours |

Article 12, Section .6C4a: See Item P.

Article 13, Section .3: See Items M,N, and O.

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

Management will furnish the union quarterly, with current seniority rosters of employees showing their names and seniority dates. The union will be notified of all changes affecting this roster.

The Branch President or designee will be notified and given an opportunity to review all revised and/or newly established craft duty assignments prior to posting.

Employees on leave will be notified of any vacancies posted for bid if they provide a self-addressed penalty envelope for use in sending them such notice.

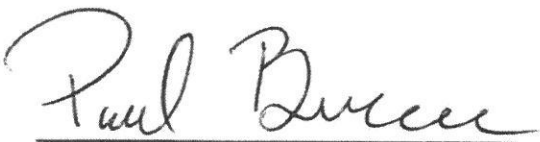
When it is proposed to take any action regarding the shifting of operations, the employer will notify the union as far in advance as practicable.

Management will provide a separate bulletin board area for mail handler bid postings. The bid posting board will provide information on manual bidding, phone bidding and computer bidding.


Management will provide the Branch President or designee with copies of reports on bid activity after the close of each bidding cycle.

Management will provide the union with copies of all postings, notices and policies that affect the mail handler craft.

This Memorandum of Understanding is entered into on April 26, 2017 at the Nashua L&DC, between the representatives of the United States Postal Service and the designated agent of Local 301, pursuant to local implementation provisions of the 2016 National Agreement with the National Postal Mail Handler Union.



PAUL BUREAU
BRANCH 83 PRESIDENT NPMHU



KRISTEN KIERNAN
INSTALLATION HEAD