



MEMORANDUM OF UNDERSTANDING
BETWEEN

THE UNITED STATES POSTAL SERVICE

NASHUA, NH

PRIORITY MAIL PROCESSING CENTER
AND

THE NATIONAL POSTAL MAIL HANDLERS UNION

LOCAL 301

NOVEMBER 21, 1998
THROUGH
NOVEMBER 20, 2000
NATIONAL AGREEMENT



Item A. Additional or longer wash-up periods.

Employees will be allowed reasonable wash-up time 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 PPMPC unless the Plant Manager determines that conditions so warrant.

Management will notify the 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 PPMPC 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 48 hours of when written notification is provided to the Plant Manager 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 48 hours of when it is received by management.

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 states 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(s) 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) begins.

Exceptions will be granted by mutual agreement between management and the union.

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 shall be Saturday.

Item F. Whether employees at their 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 (15) 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.

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 off to attend. These two (2) employees will not be included in the

maximum percentage agreed to be allowed 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.

TOURS I AND III:

Two (2) most prevalent school vacation weeks in February: 10% on each tour.
Months of April, May, June and August: 13% on each tour.
Month of July: 14% on each tour.
Month of September: 10% on each tour.
Period of December 26 through January 1: 13% 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. However, in no case will such rounding result in less than one employee being provided annual leave, if requested, during any week of the choice vacation period.

TOUR II:

For each period listed above: 15%.

When applying the percentage outlined above, any fraction will be rounded to the next higher number.

When the craft complement on Tour II exceeds 20 employees, Tour II will be governed by the provisions that apply to Tours I and III, as outlined above.

Item I. The issuance of official notices to each employee of the vacation schedule approved for such employee.

Employee applications for leave during the choice vacation period must be submitted on the appropriate form (Form 1547) during the period of February 1 to March 1, except as provided hereunder, in each year covered by this LMOU. Employees should indicate their preference(s) and the total number of weeks

desired. Employees will submit the forms 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.

For the February choice vacation period, employees will submit their requests in duplicate on Form 1547, as outlined in the preceding paragraph, during the first two (2) full weeks in January of each year covered by this LMOU. 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.

Except as provided in the preceding paragraph, the approved choice vacation period schedule will be posted no later than March 15.

When notified of approval of his/her choice vacation period selection(s), 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.

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, as necessary, 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 the 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 leave year.

Item K. The procedures for submission of applications for annual leave during other than the choice vacation period.

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 on duplicate PS Form 3971 to the employee's immediate supervisor no earlier than 60 days in advance

and no later than the Saturday prior to the service 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 72 hours after the leave request is received.

Four percent (4%) of the employees on each tour, if requested, who submit PS Form 3971 in keeping with the preceding paragraph 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 the 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 on duplicate PS Form 3971 to the employee's immediate supervisor no earlier than 30 days in advance and no later than seven (7) days in advance of the day for 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 72 hours after the leave request is received.

Three percent (3%) 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 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 the service.

Requests for incidental annual leave for an individual day(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.

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 hours after that employee's tour of duty commences.

Rounding:

Tours I and III: 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. However, in no case will such rounding result in less than one employee being provided annual leave, if requested, during any week of the choice vacation period.

Tour II: When applying the percentage outlined above, any fraction will be rounded to the next higher number. It is intended that at least one employee will be permitted leave if requested for full weeks and for individual day(s). When the craft complement on Tour II exceeds 20 employees, Tour II will be governed by the provisions that apply to Tours I and III.

Approval Procedures:

The procedures outlined in this item also apply to requests for incidental annual leave during the choice vacation period. However, 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.

When requests for full weeks or individual days of incidental annual 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. Any mail handler who is the first to submit a PS Form 3971 for annual leave will be the first to be considered.
- c. When more than one mail handler submits a request at the same time, as provided in a) above, for annual leave for the same time period, seniority shall prevail.

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 during the tour to grant annual leave due to operating conditions, annual leave will be granted by seniority on the tour, subject to needed qualifications.

First preference for annual leave granted in increments of less than eight (8) hours will be given to employees on their regularly scheduled work day rather than employees working on their non-scheduled day.

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.

Item L. Whether "Overtime Desired" lists in Article 8 shall be by section and/or tour.

Overtime Desired Lists shall be by tour at each facility.

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 is 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 that 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. First consideration will be given to modifying the employee's regular work assignment.

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 NPMHU.

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 total 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 .3E3e: 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. Part-time employees
- d. Full-time employees working overtime by juniority within their level
- e. 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 four as follows:

- Platform/Ball Deck – Strategic
- Shape Sort – Strategic
- Platform – Main
- Manual - Main

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 phone bidding and computer bidding. Management will provide a phone for phone 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 October 1, 2001, at the Nashua PMPFC, between the representatives of the United States Postal Service, and the designated agent of Local 301, pursuant to the local implementation provisions of the 1998 National Agreement with the National Postal Mail Handlers Union.


Ruben L. Bush, Jr.
For the USPS


Timothy Dwyer
For the NPMHU



UNITED STATES
POSTAL SERVICE
Nashua PMPC

October 1, 2001

Timothy Dwyer
New Hampshire State Representative, Local 301
National Postal Mail Handlers Union
971 Worcester Road
Natick, MA 01760-2032

Dear Mr. Dwyer:


This letter is to confirm our understanding reached during local implementation regarding the following issues:

1. Five (5) minutes wash-up time will be provided to mail handlers prior to lunch and prior to the end of tour.
2. Tour hours will be defined as follows and will include all duty assignments with Begin Tour times which fall within the stated parameters:


Tour I	2000 hours through 0399 hours
Tour II	0400 hours through 1199 hours
Tour III	1200 hours through 1999 hours

Please sign in the space provided to indicate your concurrence in this matter.

Sincerely,


Ruben L. Bush, Jr.
Manager, Nashua PMPC

Concurred:


Timothy Dwyer
Date 10/1/01

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