

**MEMORANDUM
OF
UNDERSTANDING**

BETWEEN

**AMERICAN POSTAL
WORKERS UNION
PORTLAND, ME.
AREA LOCAL**

MOTOR VEHICLE

AND

**U. S. POSTAL SERVICE
PORTLAND, MAINE**

1996-1998

GENERAL ITEMS

A. BULLETIN BOARDS

1. Main Office

Management will provide one bulletin board in the lunchroom for each union and additional boards for the other levels in mutually agreeable locations.

2. Detached Locations

At classified stations, branches and the Motor Vehicle Facility, management will provide a bulletin board for the joint usage of all unions.

3. Personnel Bulletin Board

Management agrees to establish a separate official bulletin board for the personnel section which will be located in the lunchroom of the main office. Personnel notices will be placed thereon, as well as sent to all stations, branches and annexes for posting on official bulletin boards. If desired, Personnel will furnish unions with three (3) copies of requests for bid and/or applications in the event they may desire to post them on their own bulletin boards.

B. TRAINING FILMS

Upon request, management will give consideration to permitting the several unions to borrow available and appropriate training films.

C. STEWARD IDENTIFICATION BADGES

Management will interpose no objection to stewards wearing badges (identification) within

dealing with customers inside or outside the office.

D. UNION MEETINGS

Management agrees to give full consideration to the use of available rooms for after hours union meetings and, space permitting, for electoral procedures.

E. ANONYMOUS COMPLAINTS

Management will not penalize an employee solely on the basis of an unsupported anonymous complaint.

F. P.A. SYSTEMS AND TELEPHONES

Management will give consideration to permitting the use of the P.A. system for appropriate announcements and the use of telephones for communications between the detached units of the office.

G. JOINT LABOR-MANAGEMENT MEETINGS

The parties to this Memorandum of Understanding will meet in January, March, June and November. Meetings shall be held to a two-hour duration unless mutual agreement is reached to extend. The meeting will be held at a time and date during the month which shall be determined by mutual agreement (normally) at least 10 days prior to the meeting. An exchange of agenda items applicable to the APWU shall be made not later than the Friday preceding the meeting and shall be in enough detail to specifically delineate the particular item within the subject area so that all parties may make

representation beyond that authorized in the National Agreement shall not exceed four and additional representatives will be in attendance on their own time.

H. CONSULTATIVE MEETINGS

The Plant Manager/Postmaster, Portland, Maine will designate department heads for each craft who will be authorized to hold monthly meetings on items other than grievances pertaining to the specific craft. The initial designees are as follows:

(The Plant Manager/Postmaster reserves the right to change designees).

Clerk Craft —————

MDO - Manager of Customer Services

Maintenance Craft ———

Manager of Maintenance

Motor Vehicle Craft ———

Mgr., Operations Program Support -

Transportation/Networks

Special Delivery Craft —

Mgr., Customer Services

MOTOR VEHICLE CRAFT

MEMORANDUM OF UNDERSTANDING

ITEM 1.

Additional or longer wash-up periods.

1. *The parties recognize that within occupational groups represented by the APWU, workers may be engaged in work that can be identified as being dirty or toxic.*
2. *In view of the above, it will be incumbent upon the individual supervisor in the unit or section concerned to grant reasonable wash-up time to employees consistent with their day-to-day assignment and in accordance with past practice regardless of whether or not the worker is on overtime.*

ITEM 2.

The establishment of a regular workweek of five days with either fixed or rotating days off.

A work schedule shall be established where all full-time regular employees shall have fixed scheduled days of rest. Every reasonable effort shall be made by local management to establish that as far as practicable the five days shall be consecutive days within the service week or unless labor and management mutually agree to a change.

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.

1. Adverse weather conditions.

- A. *Advance warnings issued by the U.S. Weather Bureau or local authorities will be evaluated as possible cause for curtailment to allow employees to leave early in advance of the emergency, or remain home instead of reporting.*
- B. *Liaison to be maintained with the U.S. Weather Bureau and local authorities during adverse weather conditions so that proper evaluation may be made of the extent, intensity, and duration, so that possible curtailment may be considered.*
- C. *Aftermath's of storms will be given prompt evaluation for consideration of necessary adjustments in service, schedules, transportation and reporting times.*

2. Additional Items to be considered in Management Evaluation.

- A. *Local authorities publicized orders.*
- B. *Cessation of temporarily discontinued, failure to operate, or announcements anticipating any of these conditions, insofar as they affect available public transportation.*

3. Management Evaluation.

Decision is retained at the level of the Plant Manager/Postmaster, or in the event he cannot be reached, his designee to act in his stead during his absence, which by description is the Director, Mail Processing.

4. Safety.

- A. *When an alleged explosive device has been discovered or a threat made against the postal facility and verified by a postal and/or city official, the facility shall be completely evacuated until all safety measures have been taken by the proper authorities. The local union craft director will be notified of all adverse conditions as soon as possible.*
- B. *Postal officials will make the safety of all employees their prime concern, taking appropriate action to protect all employees at all times.*

ITEM 4.

Formulation of Local Leave Program.

- A. Management at the Vehicle Maintenance Facility shall prepare and post on all bulletin boards at the VMF or at the installation where the employees are located, a bid sheet showing all available vacation weeks, by the first week in May and will close 30 days after the posting. When any employee is absent from duty during the period of the posting, management will mail a copy to the official address of each employee.*
- B. Awarding vacation periods. Vacations will be awarded by seniority. Seniority is determined according to two primary sections; Motor Vehicle Operations and Motor Vehicle Maintenance.*
- C. Union officials will be allowed leave for bona fide union business. LWOP will be allowed.*
- D. Immediately after the choice vacation bidding results are posted, any open weeks may be requested by Motor Vehicle Craft employees within their sections, to be considered consistent with the provisions of Article 10, Section 3D4 of the National Agreement. For a 7-day period immediately following posting of the vacation schedule, requests for annual leave, submitted on PS Form 3971, will be held for consideration until the end of the 7-day period. At that time, the requests will be approved/disapproved by seniority not to exceed the limits specified in item 9. After this 7-day period, subsequent leave requests will be on a first-come, first-served basis.*
- E. Scheduled vacation periods within the choice vacation period or scheduled vacation periods awarded on the basis of the one-time bidding procedure for choice vacation period, should not involve the use of leave without pay.*
- F. When ordered to military duty during already selected vacation period, such employee will be allowed to select another vacation from the available weeks remaining.*

ITEM 5.

The duration of the Choice Vacation Period.

From the second full week in January through November 30.

ITEM 6.

The determination of the beginning day of an employee's vacation period.

For bidding purposes, the bid sheet will show the weeks available as Saturday through Friday.

ITEM 7.

Whether employees at their option may request two selections during the choice vacation period in units of either 5 or 10 days.

Bidding shall be for one continuous selection. Employees who earn thirteen (13) days annual leave per year shall be granted up to ten (10) days of continuous annual leave during the choice vacation period. The number of days of annual leave, not to exceed ten (10) shall be at the option of the employee. Employees who earn twenty (20) or twenty-six (26) days annual leave per year shall be granted up to fifteen (15) days of continuous annual leave during the choice vacation period. The number of days of annual leave, not to exceed fifteen (15), shall be at the option of the employee. Leave applied for other than through the bid vacation procedure will not be considered as falling under the requirement of only one continuous selection (reference Article 10 Section 3D4 of the National Agreement).

ITEM 8.

Whether jury duty and attendance at national or State Conventions shall be charged to the choice vacation period.

Attendance for jury duty or National or State convention by officers and elected delegates (if any) of the Motor Vehicle Craft, as certified by the union, will not be used as an element for determining the number of weeks to be offered for bidding scheduled vacation periods.

ITEM 9.

Determination of the maximum number of employees who shall receive leave each week during the choice vacation period.

1. 14% rounded off, of the identified sections, shall be allowed off on annual leave each week during the choice vacation period. .5 will be used as a factor to round up.

Section 1 - Motor Vehicle Operations

- A. Operators - levels 5 & 6
- B. Office Area (Dispatcher)

Section 2 - Motor Vehicle Maintenance

- A. Office Area
- B. Storekeeper
- C. Body and Fender
- D. Shop Personnel

2. Annual leave only. This leave program is based on annual leave. Any other leave is outside of and not instead of annual leave.

ITEM 10.

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

Shall be by posted notice.

1. Shall be by posted notice at the Vehicle Maintenance Facility or at the installation where the employees are located.
2. Approved vacation lists will be posted on bulletin boards within the immediate work area at the Vehicle Maintenance Facility or at the installation where the employees are located.
3. Approved leave shall be posted within 10 days after the return of submitted bid sheets.

ITEM 11.

The determination of the date and means of notifying employees of the beginning of the leave year.

Article 10, Section 4.A., National Agreement - The employer shall, no later than November 1, publicize on bulletin boards and by other appropriate means 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.

ITEM 12.

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

1. Employees who bid from one assignment to another assignment will be granted vacation as originally scheduled.
2. If an employee desires a copy of Form 3971 for his file, he will submit duplicate Forms 3971.
3. Application for annual leave for periods of less than one (1) week will be approved or disapproved within 72 hours from date of submission.
4. An employee may not submit a Form 3971, request for annual leave, for a day before or a day after a holiday sooner than fifteen (15) days before the holiday. This refers to calendar holidays, not designated holidays. Requests submitted for these days will be held for 48 hours after the 15-day rule and will be considered by seniority of all requests submitted up to this time. Employees will not be granted annual leave for a day that is any other employee's designated holiday if such other employee is forced to work the designated holiday and the employee requesting leave is qualified to work. Management agrees to determine as soon as possible how many people can be allowed leave for these days, but if it is not possible to determine in time, the 72-hour rule in 3 above will be waived.
5. On any applications for leave in the same day, management will make every attempt to approve or disapprove at least one hour prior to the requested time.
6. On the day-to-day factor:
To be on a first-come, first served basis, and in the event of a conflict, seniority to decide.
7. On request in advance:
When management has granted an advance request, it will not be subject to subsequent "bumping" in the event of a later request by a more senior employee.

ITEM 13.

The method of selecting employees to work on a holiday.

- A. It is agreed that management will continue the past practice of ascertaining volunteers prior to each holiday or designated holiday and posting schedules on the Tuesday before.*
- B. The following priorities shall be used in formulating holiday work schedules after necessary assignments have been determined by the designated manager:*
 - 1. All qualified full-time regular employees, on the basis of required assigned skills, within the section who have volunteered to work on the holiday or day designated as their holiday shall be selected to work in the order of seniority.*
 - 2. All part-time employees within the section, even if overtime is necessary.*
 - 3. All casual employees within the section, even if overtime is necessary.*
 - 4. All full-time regulars within the section who have volunteered to work on their non-scheduled work day.*
 - 5. If there are not enough volunteers, full-time qualified employees shall be assigned beginning with the junior employee within the section.*
 - 6. Overtime desired lists will not be used for holiday scheduling.*
 - 7. There is a provisional understanding that the designated manager may adjust the listed pecking order to accommodate operational needs during the service week in which the holiday falls (i.e. part-time flexible employees of the Motor Vehicle Craft, by section, who are not expected to be utilized for forty (40) hours in that service week). The designated manager and the Director of the Motor Vehicle Craft will mutually agree upon the enactment of this provision prior to the final holiday work schedule.*
- C. The voluntary rotating system will be worked as follows:*
 - 1. A notice will be posted soliciting employees for holiday work no later than 14 calendar days preceding the holiday.*
 - 2. On the occasion of the next holiday, the list will again become operative, but will start at the most senior man not offered a chance to work on the previous holiday.*
 - 3. The seniority list will operate in a circular fashion. After the most junior employee has had an opportunity to refuse his turn to work, the list will be again started from the top. In no instance, however, will more than one circuit of the seniority list be done for any one holiday.*
 - 4. If enough volunteers are not found by going through steps 1, 2, 3 and 4 above, assignments will be made on the principle of juniority. An employee will be required to work his/her designated holiday before another employee is required to work his/her non-scheduled day.*

ITEM 14.

Whether "overtime desired" lists in Article 8 shall be by section and/or tour.

Shall be by the two basic sections designated by finance number as set forth in item 9, but with both sections receiving consideration before any consideration of non-volunteers or other crafts.

- A. Part-time flexible employees should be assigned overtime within their section prior to assigning overtime to regular employees from the overtime-desired list of another section.*
- B. Management agrees to accept applications from motor vehicle employees desiring to have their names on the "overtime desired" list on which they may check: (1). Overtime desired on non-scheduled days; (2) overtime desired before or after tour; (3) overtime desired.*
- C. When management evaluates that overtime is necessary, every attempt will be made to furnish timely notice to the employees involved, and, when calling in, whenever possible will give an hours advance notice.*
- D. When during the quarter the need for overtime arises, employees with the necessary skills, having listed their names on the overtime list will be selected from that list.*
 - 1. During the quarter, every effort will be made to distribute the opportunities for overtime equitably among those individuals on the overtime-desired list.*
 - 2. All opportunities shall be offered based on rotation and accumulated hours offered and or worked.*
 - 3. All opportunities for overtime shall be defined as those offered and refused, offered and accepted or not available.*

ITEM 15.

The number of light duty assignments within each craft or occupational group to be reserved for temporary or permanent light duty assignment.

None.

ITEM 16.

The number of light duty assignments within each craft or occupational group to be reserved for temporary or permanent light duty assignment.

ILL AND INJURED EMPLOYEES:

Temporary Assignments:

1. *Temporary light duty assignments will be established wherever possible in the Vehicle Service as needed and without detriment to the status of other employees or the needs of the service.*
2. *For such cases which on proper and acceptable medical evidence the above is not sufficient, management will give consideration to detail, as qualified, office type work or any other light duty assignments. In the event of a serious illness or injury that requires special consideration on an individual basis, the union will be consulted.*
3. *The assignment of ill or injured employees of other crafts to duties with the Motor Vehicle Craft is recognized as of great concern to the Motor Vehicle Craft. Management agrees, therefore, that before any other assignment is considered, every effort will be made to assign the employee within his own craft. Before crossing craft lines into the Motor Vehicle Craft, the union will be consulted.*
4. *Employees on light duty assignments and not working their normal schedule shall not work more than eight (8) hours in one day or forty (40) hours in one week.*

ITEM 17.

The identification of assignments that are to be considered light duty within each craft represented in the office.

Management will make every reasonable effort to identify light duty assignments.

Management will consider assignments to: office, clerical, tool room, gas pumping, special driving assignments and messenger service, wash rack, checking oil levels in vehicles, shuttle vehicles, driving of vehicles to perimeter offices, picking up parts, etc., type work within the craft. Light duty assignments to be made 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.

By finance number and as follows:

Section 1 - Motor Vehicle Operations

- A. Operators - Levels 5 & 6*
- B. Office Area (Dispatcher)*

Section 2 - Motor Vehicle Maintenance

- A. Office Area*
- B. Storekeeper*
- C. Body and Fender*
- D. Shop Personnel*

ITEM 19.

The assignment of employee parking spaces.

Postal-owned or operated parking spaces will be on a first-come, first-served basis, other than those assigned by the Plant Manager/Postmaster. The President of the Motor Vehicle Craft/APWU will be provided a designated parking spot in the parking lot outside the VMF which is in close proximity to the VMF garage, keeping space as presently provided if possible. All employees will adhere to parking regulations as issued by management.

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.

Such periods, known in advance to management prior to the bidding procedure for scheduled vacations, will not be used as a factor to reduce available weeks during the bidding procedures.

ITEM 21.

Those other items which are subject to local negotiations as provided in the craft provisions of this Agreement.

A. Motor Vehicle Reposting.

- 1. All Motor Vehicle Craft assignments shall be posted for bid once each calendar year when requested by the Motor Vehicle Craft Director. Annual bidding each year, if desired, will be in October for the term of this Local Memorandum of Understanding. The Motor Vehicle Craft Director will notify management three (3) weeks prior to the change of time whether to repost or not.*
- 2. Exceptions may apply to the Vehicle Maintenance Section, not to include the garagemen and level VI mechanics.*
- 3. The successful bidder will be placed in his/her new assignment on the last Saturday in October or the following pay period.*

B. No assignment will be posted because of change in starting time unless the change exceeds one hour. Whether to post or not is negotiable at the local level if it exceeds one (1) hour.

If the change exceeds one (1) hour, the union will be consulted as to whether to repost.

C. The determination of what constitutes a sufficient change of duties, or principle assignment area, to cause the duty assignment to be reposted.

- 1. Such changes will not cause the assignment to be reposted.*
- 2. The Motor Vehicle Craft Director shall be advised in advance of a permanent change in work week or duty hours involving individual(s) in the Motor Vehicle Craft.*

D. Part-time flexible employees of the Motor Vehicle Services who are not utilized eight (8) hours in a work day and who are not expected to be utilized for forty (40) hours in a work week, shall be allowed the opportunity for employment in the Vehicle Maintenance Section if work is available and they are qualified.

E. Regular (Normal Bid Assignment).

Successful bidder will be placed in his/her new assignment within 15 days except in the month of December.

F. Part-time flexible employees by seniority when being assigned work shall have preference to assignments, providing they are qualified and if his or her particular talents are not needed elsewhere.

G. Management shall make every effort to distribute equitably the opportunities for work hours in the service week for part-time flexible employees.

H. The Motor Vehicle Craft Director will be furnished the names of all new motor vehicle employees and casual employees prior to being assigned at the Motor Vehicle Facility.

**MOTOR VEHICLE CRAFT ITEMS
OTHER THAN 1-22 OF
THE NATIONAL AGREEMENT**

A. Extra trips.

When management determines there is a need for an extra motor vehicle trip, such as the transfer of vehicles and emergency coverage of star route trips, to the extent the qualifications of employees meet service needs, full-time employees, normally due to work that date, should be selected voluntarily by seniority, and if necessary to involuntarily assign, such assignment should be by juniority. Since such assignments are considered as preferred duty by the employees in the Motor Vehicle Craft, management agrees to give full consideration to rotating such assignments.

B. Safety and Health

- 1. Management agrees that it is their responsibility to ascertain that an employee assigned to operate equipment is fully qualified to do so.*
- 2. Management will not knowingly cause an unsafe vehicle to be taken out on the streets or highways. An operator will check his vehicle and/or trailer before using it in accordance with procedures on POD Notice 76 and POD Form 5201, and report any defects which he believes render the vehicle or trailer unsafe to use to his supervisor. The supervisor will, after technical consultation with appropriate MVS personnel, if necessary, determine whether or not the vehicle or trailer will be used. Once the supervisor has found the vehicle or trailer to be in safe and usable condition the operator will use it.*
- 3. Management will not require employees to operate any equipment not in a safe operating condition. An employee shall report equipment he believes to be unsafe to his supervisor who will determine whether or not the equipment may be safely used.*
- 4. In the event of the breakdown of vehicles assigned to employees of the Motor Vehicle Craft, mechanical investigation will be conducted if it is necessary to determine the cause of the breakdown. No action will be taken to place blame for a breakdown prior to such investigation.*
- 5. Management will use every reasonable means consistent with the availability of funds, manpower and equipment to assure that the mail handling equipment used to handle mail for Motor Vehicle Service runs in in workable condition, not loaded beyond its capacity, and the proper type for the task to be performed.*
- 6. Barring emergencies, any repairs to vehicles requiring that they be hoisted from the garage floor will be performed when there are at least two (2) employees on duty. This will not, however, bar the jacking of vehicles for tire changing when only one vehicle maintenance facility employee is on duty.*