

# **LMOU / MOA**

**Portland Maine  
Area Local #458**

**&**

**United States  
Postal Service  
SMP&DC**

**November 21<sup>st</sup>, 2000 to November 20<sup>th</sup>, 2010**

**MEMORANDUM of AGREEMENT  
BETWEEN THE  
UNITED STATES POSTAL SERVICE  
AND THE  
AMERICAN POSTAL WORKERS UNION  
PORTLAND MAINE AREA LOCAL  
CLERK CRAFT ONLY**

The above captioned parties agree to the following procedures relative to the administration of overtime and annual leave during both the choice and non choice period. Although the changes effect how the **Local Memorandum of Understanding (LMOU)** is applied they are necessary due to the forthcoming activation of the new Southern Maine Processing & Distribution Center in Scarborough, Maine. This agreement will go into effect on August 1, 2006 unless the parties mutually agree to another date for implementation purposes.

It is agreed that the application of specific items that are outlined in this **Memorandum of Agreement (MOA)** will override the language currently contained in the LMOU. In the event of a conflict between this agreement and the LMOU, the MOA will be the moving document.

The parties also agree that the language contained in this memorandum is non citable and non precedent setting in any current or future grievances. Furthermore, the signatories of this MOA mutually agree that the changes to the LMOU outlined in this agreement will be incorporated into the LMOU during the next local implementation period. In the event the language in this memorandum is not made part of the LMOU during the local implementation period the MOA will continue to be the prevailing document unless changes and/or the termination of this memorandum is mutually agreed to by both parties.

**Item 4. Formation of Local Leave Program**

**A. Vacation Bids**

**A.3.d. With the establishment of the Processing & Distribution Center at 79 Postal Service Way in Scarborough, the parties agree that this facility will be considered a separate section for the application of the local leave program. For the purpose of this agreement the new facility will be sectionalized by three tours.**

WDH WDL SAAS SAA

*AKA*

**B. Day To Day Leave**

3. 3971s for incidental leave during the choice period will be awarded as outlined in 4.A.3. & Item 9.

C. The non-choice period begins December 26 and extends through the week of November 30, excluding choice time. No less than 10% of scheduled employees by seniority by section as defined in item 4.A.3 by day shall be granted annual leave during the non-choice time excluding super weeks and the week of Thanksgiving.

**Item 9. Determination Of The Maximum Number Of Employees Who Shall Receive Leave Each Week During The Choice Vacation Period.**

No less than 12% by section as defined in Item 4.A.3. of all clerical employees entitled to annual leave on the rolls as of January 1<sup>st</sup> each year will be granted annual leave each week during the choice vacation period except no less than 15% by section as defined in Item 4.A.3. will be granted annual leave for the July 4<sup>th</sup> week (i.e. 100 clerical employees on tour -1 January 1<sup>st</sup>, 12 will be allowed off each day except for the week of July 4<sup>th</sup> when 15 will be allowed off each day). The above determined number shall be applied to every day of the week. Any residual slots on a daily basis will be made available for incidental leave under the provisions of item 4.

Because a majority of the senior employees are on Tour-2, the number of tour-2 employees allowed off by their bid vacation will be no less than 18% of the January 1<sup>st</sup> on board complement for tour-2 for the week of July 4<sup>th</sup> and the week of July 31<sup>st</sup>.

**Item 12. The Procedure For submission Of Application For Annual Leave During The Choice Vacation Period.**

12.B. No less than 12% by tour of all clerical employees entitled to annual leave on the rolls as of January 1<sup>st</sup> each year shall be granted annual leave during the super weeks, (15% the week of December 26 through December 31<sup>st</sup> and the week containing the Thanksgiving holiday).

**Item 13. The Method of selecting Employees To Work The Holiday.**

E.2. Employees will be selected by seniority and qualifications with each employee having the right to accept or decline the preferred holiday work.

WDH WDH SAA SMA

*AKA*

Item 14. Whether "Overtime Desired" lists in Article 8 Shall Be Section And/Or Tour.

F. With the establishment of the new facility at 79 Postal Service Way, Scarborough, the parties agree that for the implementation of the MOA the Scarborough facility will be considered a separate section for before and after tour overtime opportunities. 125 Forest Avenue inclusive of its stations and branches, will be considered a separate section for before and after tour overtime opportunities. Overtime opportunities for non scheduled days will be made available installation wide.

William D. Hodson  
William D. Hodson  
District Manager (A)  
Portland, Maine

Date: 2-17-06

Scott A. Adams Date: 2/17/06  
Scott A. Adams  
General President  
Portland, ME Area Local

David L. Greenlaw Date: 2-17-06  
David L. Greenlaw  
Clerk Craft Director  
Portland, ME Area Local

**LOCAL MEMORANDUM**

**OF**

**UNDERSTANDING BETWEEN**

**THE**

**UNITED STATES POSTAL SERVICE**

**PORTLAND, MAINE 04101**

**AND**

**THE**

**PORTLAND, MAINE AREA LOCAL**

**OF THE**

**AMERICAN POSTAL WORKERS UNION**

**CLERK CRAFT**

**LOCAL MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE UNITED STATES POSTAL SERVICE, PORTLAND, MAINE 04101**

**AND**

**THE PORTLAND, MAINE AREA LOCAL 458**

**OF**

**THE AMERICAN POSTAL WORKERS UNION, AFL-CIO**

**CLERK CRAFT**

**ITEM 1.**

**Additional or longer wash-up periods**

*Current practice of reasonable time be maintained*

**ITEM 2.**

**The establishment of a regular work week of five days with either fixed or rotating days off.**

*Fixed days*

**ITEM 3.**

**Guidelines for the curtailment 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.*

**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.*
- C. P.A. system will be used to inform employees of condition and management's decision.*

**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.*

#### **ITEM 4.**

#### **Formulation of Local Leave Program**

##### **A. Vacation Bids**

###### **1. Posting**

*Vacation bids will be posted by the second Monday in February and close the second Monday in March.*

###### **2. Results**

*The results will be posted by April 1<sup>st</sup>.*

###### **3. Awarding of vacation periods.**

*The awarding of vacation periods in the Choice Vacation Period shall be by seniority Within the sections as shown:*

- a. Each classified station or branch as a separate section*
- b. Main office window unit, one section*
- c. All other assignments, three sections by tour.*

*When awarding vacation bids in categories a & b above, pool assignments will be used to the extent possible to allow off additional window clerks when possible in each specified.*

###### **4. Confirming scheduled vacation bids.**

*Employees shall confirm their intention to take scheduled vacation periods by filing leave application form (3971) by May 1<sup>st</sup>*

##### **B. Day to Day Leave.**

- 1. Requests for incidental leave will be accepted no earlier than the first five days of the month preceding the month of the requested leave. Such requests will be acted upon by seniority by tour of all requests submitted by the 5<sup>th</sup>. These 3971s will be acted upon by the 10<sup>th</sup> of the month.*
- 2. 3971's for incidental leave during the non-choice period will be awarded at the rate of 10% or 15% as applicable; (i.e. 60 clerical employees on tour 1 on Tuesday, January 1<sup>st</sup>, six(6) clerks must be allowed off on Tuesday except during superweeks and Thanksgiving when nine (9) must be allowed off.*
- 3. 3971's for incidental leave during the choice period will be awarded as outlined in Item 9.*
- 4. 3971's submitted outside of the first five days specified in (B1) above will not be acted upon until after those requests submitted within the first five days and will be subject to the 44 hour rule.*
- 5. The following will be applied to the 10%, 12%, or 15% mandate as applicable: At least 44 hours advance notice will be required for employees submitting PS Form 3971 to comply with this mandate. Timely requests for incidental leave by employees (3971) submitted with at least 44 hours advance notice will be approved or disapproved during the employee's tour. The receiving supervisor will immediately review the Schedule Leave Book to determine if the percentage has been reached on the days in question. If the supervisor approves the 3971 the employee's name will be recorded immediately in the Schedule Leave Book. All 3971's that are denied because the mandated percentage has been reached will be returned to the employee immediately providing the 3971 was submitted in duplicate.*

**C. Non-Choice Period.**

*The non-choice period begins December 26 and extends through the week of November 30, excluding choice time. No less than 10% of scheduled employees by seniority by tour by day shall be granted annual leave during the non-choice time excluding superweeks and the week of Thanksgiving.*

**D. Miscellaneous Leave Provisions.**

1. *Employees who bid from one bid assignment to another will be granted vacation as originally scheduled.*
2. *If an employee desires a copy of Form 3971 for his/her file, he/she may submit and request a duplicate copy Form 3971.*
3. *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 that time. Employees will not be granted annual leave for a day that is any other employee's designated holiday on the same tour if such other employee is forced to work the designated holiday and the employee requesting leave is qualified to work. An exception to this may be a person with the whole week off on annual leave. Management agrees to determine as soon as possible how many people can be allowed leave for these days.*
4. *Any employee granted a holiday off solely by virtue of leave granted for a full week must take the whole week.*
5. *Application for leave for one hour or more in the same day shall be approved at least one hour prior to the requested time.*
6. *On day to day factor leave will be approved on a first come first served basis and in the event of a conflict seniority will decide.*
7. *When management has granted an advance request for annual leave it will not be subject to "bumping" in the event of a later request by a more senior employee.*

**E. Exceptions**

*Understanding that exceptional individual problems and needs might require an exception to these rules and realizing that such exceptions must be monitored and controlled it is agreed that exceptions to these rules will only be made by written agreement between the local union president or his designee and the appropriate highest level manager or his designee.*

**F. Annual Leave Only**

*This leave program is based on annual leave. Any other leave is outside of and not instead of annual leave.*

**ITEM 5.**

**The duration of the Choice Vacation Period**

*The choice vacation period shall start the week that includes June 1 and end with the week that includes September 15.*

**ITEM 6.**

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

*For bidding purposes, vacations shall start on Saturday and end on 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.

*Jury duty and attendance at a National or State Convention shall not be charged to the choice vacation period. Management is obligated to at least five (5) per tour for National and/or State Conventions.*

**ITEM 9.**

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

*No less than 12% by tour of all clerical employees entitled to annual leave on the rolls as of January 1<sup>st</sup> each year will be granted annual leave each week during the choice vacation period except that no less than 15% by tour will be granted annual leave for the July 4<sup>th</sup> week (i.e. 100 clerical employees on Tour-1 January 1<sup>st</sup>, 12 will be allowed off each day except for the week of July 4<sup>th</sup> when 15 will be allowed off each day). The above determined number shall be applied to every day of the week. Any residual slots on a daily basis will be made available for incidental leave under the provisions of Item 4.*

*Because a majority of the senior employees are on Tour-2, the number of Tour-2 employees allowed off by their bid vacation will be no less than 18% of the January 1<sup>st</sup> on board complement for Tour-2 for the week of July 4<sup>th</sup> and the week of July 31<sup>st</sup>.*

**ITEM 10**

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

*By posted notice.*

**ITEM 11**

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

*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.*

#### **ITEM 12.**

**The procedure for submission of application for annual leave during other than the choice vacation period.**

- A. *The following weeks due to their desirability are designated as "Superweeks":*
  - 1. *Mid-winter school vacation week in February.*
  - 2. *Spring school vacation week in April*
  - 3. *The first week of deer hunting season for Maine residents in November.*
  - 4. *The week of December 26 through December 31.*
- B. *No less than 15% by tour of all clerical employees entitled to annual leave on the rolls as of January 1<sup>st</sup> each year shall be granted annual leave during the superweeks and the week containing the Thanksgiving holiday.*
- C. *Application for the supeweek periods (full weeks) shall be made on 3971s submitted between the first Monday in January and the following second Friday. All 3971s submitted by this date shall be acted upon by seniority by tour. Notification of approval/disapproval shall be by the following Friday.*
- D. *Any annual leave weeks approved under (C) may not be modified: i.e. the employee must take the entire week or give up the entire week. After the period specified in (C), requests for any leave will be handled according to the procedure outlined in Item 4B.*

#### **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 to each holiday or designated holiday, and posting schedules on the Tuesday before.*
- B. *Management will make an effort to have the schedule prepared by the Thursday prior to the posting and made available to the Union for review and possible corrections.*
- C. *All managers must submit their units holiday staffing needs to a management designee by the Wednesday prior to compile the proposed holiday staffing.*
- D. *After the designated manager has determined the number of employees needed, and when the number of casuals, transitionals, part-time flexible, part-time regular and volunteer employees available for holiday work is inadequate, qualified full-time employees with a fixed schedule will be assigned on a voluntary, rotating system.*
- E. *The voluntary rotating system will work as follows:*
  - 1. *The notice will be posted soliciting employees for holiday work no later than 20 calendar days preceding the holiday.*
  - 2. *Employees will be selected by seniority and qualification from employees inclusive of finance #s 22-6900, 22-6901 & 22-6903, with each employee having the right to accept or decline the preferred holiday work.*
  - 3. *On the occasion of the next holiday, the list will again become operative, but will start at the most senior person not offered a chance to work on the previous holiday.*
  - 4. *The seniority list will operate in circular fashion. After the most junior employee has had an opportunity to refuse their 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.*
  - 5. *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 their designated holiday before another employee is required to work their non-scheduled day.*

**ITEM 14.**

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

- A. *By tours of duty, tours 1, 2, & 3 with odd tours of duty being consolidated with the tour having the majority of work hours of the assignment.*
- B. *Management agrees to administer as by past practice of considering when the overtime is needed and if the employees may be reasonably reached and are qualified.*
  1. *First Priority: The employees on duty.*
  2. *Second Priority: The employees due to report.*
  3. *Third Priority: The employees on their non-scheduled day.*
- C. *Management also agrees to accept applications from clerk 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 other than non-scheduled days.*
  3. *Overtime desired.*
- D. *When management evaluates that overtime is necessary, every attempt will be made to furnish timely notice to employees involved, and when calling in, whenever possible, will give an hours notice.*
- E. *However, the Employer is not required to utilize employees on the "Overtime Desired" list at the penalty overtime rate if qualified employees on the "Overtime Desired" list who are not yet entitled to penalty overtime are available for the overtime assignment.*

**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.*

- A. *Both parties are aware that, within the clerical craft, most cases involving ill or injured Members of the craft concern merely temporary action of not requiring the employees to engage in heavy clerical duties. Therefore, it is agreed that such temporary action will be considered in every instance first without a change in duty hours for full-time clerks.*
- B. *For such cases which on proper and acceptable medical evidence the above relief is not sufficient, management will give consideration to detail, as qualified, office type work.*
- C. *In the event of a serious illness or injury which requires special consideration on an Individual basis, the union will be consulted.*
- D. *The assignment of ill or injured employees of other crafts to duties within the clerical craft is recognized as of great concern to the clerical craft. Management agrees, therefore, that before any other assignment is considered, every effort will be made to assign the employee within his own craft, and before crossing craft lines into the clerk craft, the union will be consulted.*

**ITEM 16.**

**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.**

**ILL AND INJURED EMPLOYEES:**

*Temporary assignments:*

- A. *Full-time clerks in the clerical craft, upon their approval of their applications for temporary light duty, will be assigned to duties not involving heavy lifting commensurate with his/her capabilities as determined by medical authorities, provided such work is available.*
- B. *Management will make every attempt to assign employees within their own schedule.*
- C. *When an employee is assigned a schedule other than his/her own, the employee shall not*

- work more than eight hours in a day or forty hours in a week.*
- D. Part-time flexible clerks whose applications for light duty have been approved will be assigned to the tour and duty area where work exists which is commensurate with their physical capabilities.*
  - F. APWU will be consulted prior to placing an ill or injured member of another craft on light duty in the clerical craft.*
  - G. Ill and injured employees of other crafts will not have Saturday and Sunday as off days while in the clerk craft.*

**ITEM 17.**

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

*Refer to Item 15.*

**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.**

- A. Sections by tour as defined below:*
  - 1. Finance #22-6900*
  - 2. Finance #22-6901*
- B. Each tour a section:*
  - Tour 1 = 2000-0399 hours.*
  - Tour 2 = 0400-1199 hours.*
  - Tour 3 = 1200-1999 hours*
- C. Sections as defined in Section A above are for the purpose of Item 18 only.*

**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 MSC Manager/Postmaster. The President of the Clerk Craft and the General President will be provided designated parking spots in the parking lot outside the VMF which is in close proximity to the VMF garage, keeping spaces 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 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. This will apply to no less than five per tour.*

**ITEM 21A.**

**Temporary Vacancies.**

*Temporary vacancies of more than thirty (30) days, when evaluated by management that coverage is necessary, will be posted for temporary coverage by the senior qualified employee provided:*

- A. Temporary vacancies for which there is a bid assignment as relief would not be posted.*
- B. Normally the bid shall last for the duration of the detail which would not exceed ninety (90) Days.*
- C. In order to change duty hours, official forms must be used and signed by appropriate officials.*

**ITEM 21B.**

**Duty Assignment.**

*Will be based on "normally the successful bidder shall work the duty assignment as posted". The intent of the above is that the employee works their bid assignment in preference to anyone else, and in preference to a junior employee holding a similar assignment. Movement of full-time regular employees involuntarily from one primary assignment area to another will be by juniority.*

**ITEM 21C.**

**Higher level pay.**

- A. Short detail (one week or less) is considered as a day-to-day coverage and will not involve change in tour, nor movement from one building to another. A single day's coverage should not be segmented between two or more employees.*
- B. Long detail (known in advance to be more than a week) shall receive tour wide consideration.*
- C. In order to change duty hours official forms must be used and signed by appropriate officials.*

**ITEM 21D.**

**Bids.**

*In addition to the provisions in the National Agreement, the following provisions apply to bidding clerical craft positions in the Portland, Maine Post Office:*

- 1. All bids will be posted for a period of eight (8) days.*
- 2. Successful bidders announced during the month of December shall take effect the first pay period in January.*
- 3. Bid results shall be posted no later than ten (10) days after the closing date of the bidding.*
- 4. Bids shall close at 2400 hours on the 8<sup>th</sup> day.*
- 5. Assignments other than normal distribution assignments performed on a daily basis will be offered to the senior qualified employee, after a one-time canvas, until such time as it can be added to a regular or vacant duty assignment.*
- 6. The successful bidder for the position, if qualified, must be placed in his/her new assignment within twenty-one (21) calendar days after the date of posting announcing the successful bidder.*
- 7. APWU shall receive a copy of the result of every clerical bid.*
- 8. An employee may withdraw a bid within the eight-day posting period.*

**ITEM 21E.**

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

*When a duty assignment is changed, and particularly when scheme requirements are reduced, the union will be consulted as to whether to repost.*

**ITEM 21F.**

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