

**Local Memorandum
Of
Understanding**

BATH

1. When an employee performs dirty work or work with toxic materials the employee will be allowed reasonable wash-up time.
2. Regulars will have fixed days off.
3. The decision to curtail mail services rests solely with Management. Management will consider the advice of governmental authorities and the National Weather service in the event of unfavorable conditions. Once the decision to curtail services is made, the union steward and employees will be notified by word of mouth, telephone, or other means of communication. Management will immediately take steps to safeguard employees in the event of a bomb threat.
4. Choice leave selections will be made by seniority. A leave calendar will be circulated beginning February 1. Employees will, except in emergencies, have only two days to indicate their choice bids: An employee may make one continuous selection of fifteen (15) days or two separate continuous selections of either five (5) or ten (10) days, not to exceed fifteen (15) days. Employees who only earn 13 days of annual leave per year are limited to a total of ten (10) days.

To the extent possible, annual leave requests will be approved or denied within 72 hours of submission or before time requested, if earlier. To the extent possible, leave requests for the same day will be approved / denied within one hour of submission to management.

5. The Choice Vacation Period begins the first full week in April and ends with the third full week of November.
6. Choice Vacation weeks will begin on Monday and end on Sunday.
7. Employees will have one opportunity to bid a vacation period, the total number of days not to exceed what is specified in Article 10 of the National Agreement.

8. Jury duty will not be considered as part of the quota of clerks off during Choice Vacation Period. Military Leave, when known at the time of Choice Vacation selection, will count against the Choice Vacation Period and will be blocked off accordingly.
No pre - approved leave will be canceled.

9. The maximum quota of clerks off during choice vacation period will be ~~18%~~ of the authorized complement as of January 1 of the year or the actual number of career clerks working – (whatever is higher). The exception is the month of September and October when only one clerk per week will be allowed off except the holiday weeks including Labor Day and Columbus Day when the 18% will apply. Calculations will be rounded up if they reach the halfway point towards the next whole number. The quota will never be less than one clerk.

10. A leave calendar will be posted upon completion of choice vacations.

11. Management will post the Postal Bulletin notice of the new leave year upon receipt by November 1st

12. Incidental leave for both choice and non choice periods shall be as follows.

- a. Employees may apply for a full week of leave no earlier than 60 days in advance of the subject week.
- b. Applications will be approved by seniority and needs of the service at the time.
- c. If no one requests a full week off, then requests for individual days off will be accepted 30 days prior to the day requested. Requests submitted on the same day will be approved or disapproved by seniority and the need of the service at that time. Requests for annual leave will not be unreasonable.
- d. No incidental leave during choice vacation period will be approved until bids are awarded.

If local management and the APWU agree, exceptions may be made to these rules by mutual agreement. An example would be a trip with non-refundable reservations that must be booked well in advance. These exceptions are not to be used as a substitute or supplement for bidding vacations. If an exception is agreed to by the Union and Management, the situation will be considered first come, first served and seniority will not apply.

13. The following order will be used for holiday scheduling:

1. All part time flexible and casual employees to the extent possible, even if payment of overtime is required.
2. Full time and part time regular employees rotated by seniority who possess the necessary skills and have volunteered to work on the holiday or their designated holiday, not to exceed the maximum number of volunteers needed to work
3. Transitional Employees (TEs) to the extent possible, will be scheduled for work on a holiday or designated holiday, even if payment of overtime is required, after full time volunteers are scheduled to work on their holiday or designated holiday.
4. Full time and part time regular volunteer employees whose scheduled non-work day falls on the holiday and possesses the necessary skills, even though the payment of overtime is required, by seniority.
5. Full time and part time non volunteer employees whose scheduled non-work day fall on the holiday and who possess the necessary skills, even though the payment of overtime is required, by juniority.

6. Full time and part time regular employees who have not volunteered to work their holiday, by juniority.

14. When needed overtime work for regular full time employees will be scheduled amongst qualified employees. Two weeks prior to the start of the calendar quarter full time regulars who wish to work may place their names on the overtime desired list. When during the quarter the need for overtime arises, employees with the necessary skills, having listed their names, will be selected in order of their seniority on a rotating basis. Those absent or on leave will be passed over.

15, 16, 17

Light duty assignments will meet the criteria of article 13 of the national agreement. When operations permit, management will first try to alter the existing assignment by deleting duties the employee cannot do. The APWU will be consulted before other regular work force assignments are affected by a light duty assignment.

This Memorandum of Understanding was entered into in April of 1996 by representatives of the APWU and USPS management and has been continued with each contract.

This Memorandum will continue to represent the Bath, Maine Post Office

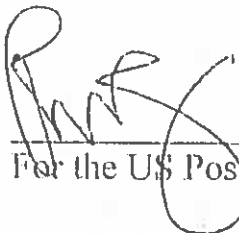
For the USPS


For the APWU

Date _____

APWU Local Agreement Addendum

1. Change the first line in Item 9 to read "The maximum number of clerks off during Choice vacation period will be 15% of the authorized complement as of January 1 of the year or the actual number of career clerks working which ever is higher"
2. All other Items of the 12 April 1996 APWU Local Agreement remain unchanged.


02 May 2007
For the US Postal Service


2-May 2007
For the APWU