

**LOCAL MEMORANDUM OF  
UNDERSTANDING  
BETWEEN THE  
AMERICAN POSTAL WORKERS UNION  
&  
POST OFFICE MANAGEMENT**

**BRUNSWICK, MAINE  
04011-9998**

**Local Memorandum of Understanding  
Between the American Postal Workers Union Members  
and Post Office Management.  
(Brunswick Maine Post Office)  
04011**

**Table of Contents**

- Item (1) - Additional or longer wash up periods**
- Item (2) - The establishment of a regular work week of five days with either fixed or rotating days off.**
- Item (3) - Guidelines for the curtailment or termination of Postal Operations**
- Item (4) - Formulation of local leave program**
- Item (5) - The Duration of the Choice Vacation Period**
- Item (6) - The Determination of the Beginning of an Employee's Vacation Period**
- Item (7) - Whether Employees at their option may request two (2) selections during the Choice Period, units of either five (5) or ten (10) days.**
- Item (8) - Whether Jury Duty and attendance to National or State conventions shall be charged to the Choice Vacation Period.**
- Item (9) - Determination of the maximum number of employees who shall receive leave each week during choice vacation period**
- Item (10) - The issuance of official notices to each employee of the vacation schedule approved for each employee**
- Item (12) - The procedures for submission of applications for annual leave during other than the choice vacation period**
- Item (13) - The method of selecting employees to work on a holiday**
- Item (14) - Whether "Overtime Desired" list shall be by section or tour**
- Items (15/16/17) - Light Duty Assignments**
- Item (19) - The assignment of employee parking spaces**
- Item (20) - The Determination as to whether annual leave to attend union activities requested prior to determination of the vacation schedule is to be part of the total vacation plan.**
- Item (22) - Local implementation of this Agreement relating to seniority, reassignments and posting.**

**ITEM 1**  
**ADDITIONAL OR LONGER WASH UP PERIODS**

All employees will be granted reasonable wash up time, up to 5 minutes, prior to lunch and their end tour.

**ITEM 2**  
**THE ESTABLISHMENT OF A REGULAR WORK WEEK OF FIVE DAYS**  
**WITH EITHER FIXED OR ROTATING DAYS OFF**

The basic work week for full-time Regular Employees shall be five (5) fixed days.

**ITEM 3**  
**GUIDELINES FOR THE CURTAILMENT OR TERMINATION OF POSTAL**  
**OPERATIONS**

The decision to curtail or terminate postal operations because of emergency conditions will be made by management, after full consideration of local conditions, orders of local authorities, and extended outlook of the emergency situation.

**ITEM 4**  
**FORMULATION OF LOCAL LEAVE PROGRAM**

- A. The objective to be pursued is to grant annual leave wherever possible, as desired by the employee at his/her request throughout the year. In accordance with Item 12 of this LMOU.
- B. Management will circulate and monitor the vacation chart as follows:
  - 1. The chart will be circulated by seniority starting 1 February of the leave year.
  - 2. Each employee will be allowed 48 hours to make their selections.
- C. When an employee cancels his/her annual leave in Choice Time, the resulting vacancy in the leave schedule shall be offered to employees in the same craft who are junior to the canceling employee and who have not previously taken leave in Choice Time. The period shall be granted to the senior eligible applicant who will forfeit an equal amount of previously granted Choice Time leave not yet taken. The resulting vacancy will be offered in the same manner to those who are junior to the previous employee who just exchanged leave. No more than two changes to the leave schedule will be permitted under these procedures.

**ITEM 5**  
**THE DURATION OF THE CHOICE VACATION PERIOD**

The Choice Period shall start on the first Monday in May and run through and include the last full week in November.

**ITEM 6**  
**THE DETERMINATION OF THE BEGINNING OF AN EMPLOYEE'S VACATION PERIOD.**

A vacation of one week or more shall begin on Monday.

**ITEM 7**  
**WHETHER EMPLOYEES AT THEIR OPTION MAY REQUEST TWO (2) SELECTIONS DURING THE CHOICE PERIOD, UNITS OF EITHER FIVE (5) OR TEN (10) DAYS.**

During the Choice Vacation Period, an employee who earns 13 days annual leave can pick two 5-day choices or one 10-day choice, an employee who earns 20 or 26 days annual leave can pick two 5-day choices, one 5-day and one 10-day choice, or up to 15 days continuous leave total.

**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 National and State Conventions shall be charged to the choice vacation period. The leave for National and State conventions shall be blocked off to insure the delegates may be granted leave in accordance with Article 24, Section 2.b. of the National Agreement. It is agreed that if an employee loses all or part of his/her bid vacation to jury duty he/her will be given an immediate opportunity to choose from residual leave to compensate.

**ITEM 9**  
**DETERMINATION OF THE MAXIMUM NUMBER OF EMPLOYEES WHO SHALL RECEIVE LEAVE EACH WEEK DURING CHOICE VACATION PERIOD.**

A. 11.5% of the on board compliment, as of January 1st, will be allowed off except for that period which covers the first full week in May through and including the last full week in November, (Choice Time), this will be at 14%.

B. Any part of an employee as figured by the above percentages will be rounded up to the next whole employee.

**ITEM 10**  
**THE ISSUANCE OF OFFICIAL NOTICES TO EACH EMPLOYEE OF THE  
VACATION SCHEDULE APPROVED FOR EACH EMPLOYEE**

The issuance of official notices to each employee will be the posting of the Leave Chart on the Union bulletin board and the duplicate copy of the PS Form 3971, with an approved signature, returned to the employee.

**ITEM 12**  
**THE PROCEDURES FOR SUBMISSION OF APPLICATIONS FOR ANNUAL LEAVE  
DURING OTHER THAN THE CHOICE VACATION PERIOD**

Application for leave, during the choice and non-choice vacation time frames, for vacant periods must be made as follows:

**Section 1.**

- A. One week or more will be submitted no sooner than sixty (60) days in advance.
- B. Incidental days will be submitted no sooner than thirty (30) days in advance.
- C. In the event a leave request is submitted the same day by more than one employee for the same period, seniority will decide the conflict.

**Section 2.**

- A. Annual leave request for one (1) day or more must be submitted as early as possible, but not sooner than section 1 above. Employees should make every effort possible to submit the request by the Tuesday prior to the service week. This will enable management to alter the schedule with minimum changes.
- B. If the agreed percentage (Item 9 of LMOU) has not been maximized, the leave request will be approved and the employee will be notified within seventy two (72) hours (excluding week-ends and holidays) of submitting the request.

**ITEM 13**  
**THE METHOD OF SELECTING EMPLOYEES TO WORK ON A HOLIDAY**

**Section 1.**

Management will determine the number of employees needed for holiday work. Scheduling for holiday and/or designated holiday will be in the following order:

- A. Part-Time Flexible - To the maximum extent possible, even if overtime is required.
- B. Full-Time Regular Volunteers - On their holiday or designated holiday.
- C. T/E's
- D. Full-Time Regular Volunteers - On their non-scheduled work day. Rotating days off by seniority.
- E. Full-Time Regular Non-Volunteers - By juniority.

**Section 2.**

A notice will be posted soliciting employees for holiday work no later than 14 calendar days preceding the holiday and no earlier than 21 days.

**ITEM 14**

**WHETHER "OVERTIME DESIRED" LIST SHALL BE BY SECTION OR TOUR**

**Section 1. Overtime**

A. Two Sections, installation wide.

Section 1: Clerks

Section 2: Maintenance

B. Whenever possible, notice of overtime shall be given prior to the end of the work day.

**ITEMS 15/16/17**

**LIGHT DUTY ASSIGNMENTS**

Where each individual case may be of a different injury or condition, it is the consensus of both parties, that the Brunswick Post Office is not in the position to establish full time light duty assignments. APWU will be consulted to explore ways and means of making adjustments in normal assignments, and duties, in order to meet the individual cases as they occur. Light duty must not be used to adversely affect members of the regular work force.

**ITEM 19**

**THE ASSIGNMENT OF EMPLOYEE PARKING SPACES**

**Section 1.**

All reasonable attempts will be made by management to ensure that adequate parking will be provided to employees.

**ITEM 20**

**THE DETERMINATION AS TO WHETHER ANNUAL LEAVE TO ATTEND UNION ACTIVITIES REQUESTED PRIOR TO DETERMINATION OF THE VACATION SCHEDULE IS TO BE PART OF THE TOTAL VACATION PLAN.**

If the requested leave falls within the Choice Period and if the request is submitted prior to the determination of the Choice Period schedule, it will be granted prior to making commitments for vacations during the Choice Period, and will be considered part of the total Vacation Plan for the installation.

Where the specific delegates to the convention have not yet been determined, upon written request of the Union, the employer will make provisions for leave for these delegates prior to making commitments for vacation.

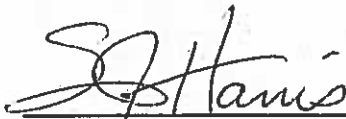
#### **ITEM 22**

#### **LOCAL IMPLEMENTATION OF THIS AGREEMENT RELATING TO SENIORITY, REASSIGNMENTS AND POSTING**

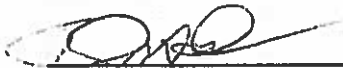
- A. The principles of posting will be in strict accordance with Article 37 of the current national agreement.
- B. The Union, at Local Level, will be furnished a copy of every bid assignment posted. When a duty assignment is changed, but does not require posting, the Union, at the Local Level, will be furnished an updated copy of the bid assignment.
- C. Management shall provide the Union, at the local level, notification in writing, of the result of every decision. The notice will included the name of all employees who submitted a bid, the name of employees who withdrew their bid prior to the closing date, and the name of the successful bidder.

## LOCAL MEMORANDUM OF UNDERSTANDING (LMOU)

This Memorandum of Understanding is entered into on April 12, 2007, at the Brunswick Post Office between the representatives of the United States Postal Service and the designated agent of the (APWU, Thomas Pinkham), pursuant to the Local Implementation Provisions of the 2006 National Agreement with the American Postal Workers Union.



For the United States Postal Service  
Stephen J Harris Postmaster



For the American Postal Workers Union  
Thomas Pinkham