

*Local Memorandum of  
Understanding*

*Between the*

*American Postal Workers Union*

*&*

*Kennebunk Post Office*

# *Local Memorandum of Understanding*

## *Between the American Postal Workers Union & Kennebunk Post Office*

### *1) Additional or longer wash-up periods.*

Employees shall be granted a reasonable wash up time with regards to Article 8 Sec. 9 of the National Agreement.

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

Full time regulars will have two fixed days off per workweek.

### *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.*

The postal service shall follow the recommendations and directives of federal, state, local emergency management and weather authorities when emergencies arise so as not to endanger nor place at risk the health and well being of the postal service employees. The safety and well being of postal personnel shall be given primary importance in any decision making process. These emergency conditions shall include, but are not limited to, severe snowstorms, ice storms, hurricanes, bomb scares, chemical exposure, extremes in temperature and other acts of God. Care shall be given to employees with regard to allow them an early out in advance of the emergency or whether or not to report at all. The union official shall be kept informed as to the assessment of the emergency situation and course of action or non-action on the part of management pertaining to that emergency. The operating decisions shall be the responsibility of the postmaster or his/her designee.

### *4) Formulation of local leave program.*

Bids for choice vacation periods shall be held in two rounds which begin on March 1<sup>st</sup> of the leave year, or the first business day thereafter. Choice vacation bids shall conclude no later than April 15<sup>th</sup> of the leave year, or first business day thereafter. During the bidding process employees shall have not more than 3 working days (excluding Sundays and holidays) in which to make their bid. The shop steward or his designee shall make sure the list is moved along in a timely manner.

### *5) The duration of the choice vacation period(s).*

The duration of choice vacation period shall begin the first Monday of May through the last Sunday of November.

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

The vacation week shall begin at 12:01 AM Monday through 11:59 PM Sunday. Exceptions may be granted if operational needs permit with the intent of allowing any employee consecutive weekends in conjunction with his/her vacation, primarily allowing leave the Saturday prior to the start of their choice vacation.

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*7) Whether employees at their option may request two selections during the choice vacation period, in units of either five or ten days.*

Annual leave shall be granted as per Article 10.3.D of the National Agreement which states that;

1) Employees who earn 13 days of annual leave per year shall be granted up to ten days of continuous annual leave during the choice vacation period. The number of days of annual leave, not to exceed ten, shall be at the option of the employee.

2) Employees who earn 20-26 days of annual leave per year shall be granted up to fifteen days of continuous annual leave during the choice vacation period. The number of days of annual leave not to exceed fifteen shall be at the option of the employee.

3) Employees may at the employees option request two selections during the choice period in units of five or ten working days. The total of any selections shall not exceed fifteen days.

Seniority shall determine who is to have first bid of any choice vacation periods in each round. The second round starts once the junior employee completes his/her choice. The shop steward or his designee shall see that the list is moved along to the next employee in a timely manner and that no employee abuses the 3 working day rule (not including Sundays & holidays), when making selections. Upon completion of the two bidding rounds the list shall be given to management and shall be posted as soon as possible thereafter. Choice vacation weeks shall be considered as full weeks. Any employee deciding not to take their choice leave week must surrender the entire week and the week shall be reposted.

*8) Whether jury duty and attendance at National or State Conventions shall be charged to the choice vacation period.*

Jury duty and or attendance at National or State Conventions shall not be charged to the employee's choice vacation periods. Any employee affected by such leave shall be allowed to bid an alternate vacation selection.

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

During the choice vacation period no less than 11% of the clerk workforce shall be allowed leave at any one time or a minimum of one employee. Any further leave granted over and above the 11% shall be at the discretion of management.

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

Employees shall be notified of their choice vacation schedule by having the duplicate form PS 3971 signed as approved and their choice posted.

*11) Determination of the date and means of notifying employees of the beginning of the new leave year.*

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### *12) The procedures for submission of applications for annual leave during other than choice vacation period.*

Applications for incidental leave shall not be made more than 30 days prior to the date requested. Management may accept applications for leave more than 30 days prior to the actual date in question when travel arrangements need to be made. Such travel arrangements may include, but are not limited to, non-refundable deposits, hotel reservations and ticket purchases that need to be made as early as possible. Management may request proof that such arrangements have been made when it is prior to the 30-day rule. Other reasons in which the 30 day rule may be waived are anniversaries, birthdays, weddings, etc. Applications for incidental leave will be considered on a first come, first serve basis. Requests for annual leave of the same time period, received on the same day, shall be considered by seniority. All applications for incidental leave shall be made on PS Form 3971's in triplicate. The original held by management. A copy shall be given back to the employee dated and signed by management showing that they have received the request and held by the employee as proof the request was filed. The final copy shall be given back to the employee signed by management and shall be considered the employee's official notice as to the approval or disapproval of the requested leave. Incidental leave shall be based upon no less than 11% of the clerk workforce off at any one time with regard to operational need. Any further leave granted over the 11% shall be at the discretion of management. If management cannot determine immediately whether to grant the annual leave it will be held until the Thursday before the service week the leave is requested and acted upon at that time.

### *13) The method of selecting employees to work on a holiday.*

Article 11.6 of the National Agreement shall be followed which states as many full-time and part time regulars will be excused from duty on a holiday or day designated as their holiday. **All casuals** and part time flexibles are to be utilized to the maximum extent possible even if the payment of overtime is required, and unless all full-time and part-time regulars with the needed skills who wish to work on the holiday have been afforded the opportunity to do so.

### *14) Whether "Overtime Desired" lists in Article 8 shall be by section and/or tour.*

Two weeks prior to the start of each calendar quarter management shall notify employees of the opportunity for, full time regulars desiring to work overtime to place their names on an "Overtime Desired" list. The list shall consider the office as one section. Overtime shall follow the rules set forth in Article 8.5 of the National Agreement.

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

### *16) The method to be used in reserving light duty assignments so that no regular assigned member of the regular work force will be adversely affected.*

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

Light duty will be granted subject to and consistent with language in article 13 of the National Agreement. To the extent practical management will alter the existing assignment of the employee needing light duty to delete the duties he or she cannot do. The union will be consulted before any other regular work force assignment is adversely affected. The installation head will carefully review all light duty requests with the intention of providing light duty work to employees in need. This may consist of less than eight hours a day or forty hours a week.

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- 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.*

The installation shall be considered as one section when determining reassignment within the installation.

- 19) The assignment of employee parking spaces.*

Parking space in excess of the need for postal delivery vehicles shall be open to craft employees based on a first come, first serve basis.

- 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.*

Annual leave or leave without pay to attend union activities may be blocked off against slots on the choice vacation period if known in advance and may be posted prior to the posting of choice vacation bid sheets. Such leave will not count against the fifteen-day maximum bid for the employee taking such leave. If time is not known in advance, approval shall be based on operational needs as determined by management.

This Local Memorandum of Understanding is entered into on December 01, 2005 between the representatives of the United States Postal Service Kennebunk Maine and the designated agent of the American Postal Worker's Union, pursuant to the implementation of the National Agreement.

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