

2007

**Local Memorandum Of Understanding
Between the United States Postal Service and
the American Postal Workers Union Portland
Maine Area Local 458**

The parties mutually agree to the following language negotiated during the 2006 local implementation period. This language will be applied locally to the Maintenance department and its bargaining unit members working in the jurisdiction of the Southern Maine Processing and Distribution Center, the Main Post Office at 125 Forest Ave, and all other facilities which presently include, but are not limited to, the South Portland Branch, South Portland Carrier Annex, Downtown Station, Station-A, Vehicle Maintenance Facility, and Rand Road Annex.


Mark F. Poulin 6-15-07

For the United States Postal Service
Mark Poulin
Manager, Maintenance



For the American Postal Workers Union
Scott Adams
General President

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Item 1.

Additional or longer wash up periods.

Article 8, Section 9 of the National Agreement wash up time.

Installation head shall grant reasonable wash up time to those employees who perform dirty work or work with toxic materials. The amount of wash up time granted each employee shall be subject to the grievance procedure.

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Item 2.

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

Fixed days.

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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 warning issued by the U.S Weather Bureau of 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 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 evaluations.

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. PA systems 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.

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 measure 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.

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Item 4.

Formulation of Local Leave Program.

A. Facility

For the purposes of this item, facility is defined as follows:

Southern Maine P&DC will be considered one 'facility';

The Main Post Office (125 Forest Ave), its stations and branches will be considered one 'facility'.

B. Vacation Bids.

1. Management will prepare Vacation Bids. A bid sheet for scheduled vacations will be posted and management will mail a copy to the official address of each member of the craft by March 1st. Bids for vacation will be open until April 1st.

2. Results. The results will be posted by April 15th.

3. Awarding of vacation periods. The Awarding of vacation periods shall be by **facility and** seniority within each section as defined in item 9.

4. Confirming scheduled vacation bids. Employees shall confirm their intention to take scheduled vacation by filling leave application form (3971) by May 1st.

5. Vacation bids that are not confirmed by May 1st will be removed from the posted results listing by May 5th, so as to enable other employees the opportunity to request incidental leave via form 3971 during the choice period. These requests for incidental leave during the choice period will be accepted from May 5th until May 10th. These slips will be acted upon by **facility and** seniority, within each section as defined in Item 9, by May 15th.

C. Day-to-Day leave.

1. After May 15th other day to day leave for the choice period will be on a first come, first served basis.
2. No less than **twenty percent (20%)** total annual leave by either bid and/or incidental request by section as defined in item 9 **and facility** shall be allowed annual leave during the choice period provided the leave request was submitted at least 44 hours in advance.
3. Any request for annual leave less than 32 hours during the holiday period must be submitted **between 15 and 30 calendar** days prior to the holiday period. All requests submitted for these days shall be by seniority and by section as defined in section 9 **and facility**, and will be acted upon by the time the holiday schedule is posted. Any request for leave received after the 15 day cut off will be acted upon on a first come, first served basis. None of these requests **for either facility** will be approved if any employee **in the same section is forced to work their designated holiday if it falls on the same day as the requested annual leave.**
4. For incidental leave requests, if an employee desires a copy of PS-form 3971 he/she may submit and request a duplicate copy of the 3971 and will receive an answer to the request by the end of his or her shift (provided the 3971 is properly submitted within 2 hours from the beginning of the shift. The 44 hour rule applies). **Employees must submit any incidental leave requests directly to their supervisor. If their supervisor is not available then the request must be submitted directly to the maintenance supervisor on duty.**

D. Percentages.

All percentages shall be based upon the on-board complement, (actual number of authorized positions **for each facility**), as of January 1st each year.

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Item 5.

The duration of the Choice Vacation Period.

The choice vacation period shall start the service week which includes Memorial Day and ends with the service week which includes Labor Day.

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Item 6.

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

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

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Item 7.

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

One continuous choice.

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Item 8.

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

Will not be used as an element for determining the number of weeks to be offered for bidding scheduled vacation periods. Administration will be in accordance with Article 10 – Leave, Section 3.F of the National Agreement.

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Item 9.

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

For each section:

A section will be defined as an occupational group and tour.

Twenty percent (20%) rounded up, of the January 1st on-board complement (actual number of authorized positions), of each section **and facility** by either bid and/or incidental request.

Exception for Choice Period only: In sections of ten (10) or less employees, the section will be combined by tour and position designation for annual leave purposes. This will only happen if the combined total of the sections that fall under one position designation is still ten (10) or less employees. This new combined group will be considered a new section and allowed no less than twenty-six percent (26%) for annual leave.

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Item 10.

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

Shall be by posted notice.

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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.

YD.

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Item 12.

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

A. Facility

For the purposes of this item, facility is defined as follows:

Southern Maine P&DC will be considered one 'facility';

The Main Post Office (125 Forest Ave), its stations and branches will be considered one 'facility'.

B. Non-Choice Period.

1. The non-choice period begins the first full service week after Labor Day and extends through the last full service week prior to Memorial Day. No less than **seventeen percent (17%)** by section as defined in Item 9 **and facility shall be allowed annual leave each day** provided such request is submitted at least 44 hours in advance, **with an exception for the 3 weeks preceding Christmas Eve which will be no less than 13%.** For incidental leave requests, if an employee desires a copy of PS-form 3971 he/she may submit and request a duplicate copy of the 3971 and will receive an answer to the request by the end of his or her shift, (provided the 3971 is properly submitted within 2 hours from the beginning of the shift. The 44 hour rule applies).

2. Request for the first non-choice period will be accepted from December 1st until December 15th. Request for the second non-choice period will be accepted from August 1st until August 15th. Such request will be acted upon by seniority and section as defined in item 9. These 3971's will be acted upon by December 22 and August 22 respectively.

a. The first non-choice period begins the service week of the new fiscal leave year and ends the service week prior to Memorial Day.

b. The second non-choice period begins the service week after Labor Day and ends the service week prior to the new fiscal leave year.

C. On the day-to-day factor: To be on a first come, first served basis, and in the event of a conflict, seniority is to decide.

D. Day-to-day leave: 3971's will not be accepted until December 22 for the first non-choice period, August 22 for the second non-choice period, and May 15 for the choice vacation period.

E. 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.

F. Miscellaneous leave provisions:

1. Employees who bid from one assignment to another assignment will be granted vacation as originally scheduled.

2. Every effort shall be made to approve or disapprove applications for leave of one hour or more, in the same day at least one hour prior to the requested time.

3. Employees must submit any incidental leave requests directly to their supervisor. If their supervisor is not available then the request must be submitted directly to the maintenance supervisor on duty.

G. Exceptions to all the annual leave provisions outlined in this L.M.O.U. can only be approved by the Local union president, maintenance craft director or their designee and the highest level manager maintenance or their designees.

H. Percentages.

All percentages shall be based upon the on-board complement, (actual number of authorized positions **for each facility by section**), as of January 1st each year.

I. Leave percentages and the application of the leave provisions will be applied to each facility separately.

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Item 13.

The method of selecting employees to work on a holiday.

A. It is agreed that management will post a holiday sign up sheet in Maintenance Support at the P&DC and the BR posting area at the MPO for ascertaining volunteers prior to each holiday period, no later than 21 days preceding a holiday period. The sign up sheets shall be accessible to all employees at any given time. The holiday schedule shall be posted by the close of business on the Monday preceding the service week in which the holiday falls.

B. Understanding that the extent of Article 11 of the Collective bargaining Agreement is to spare as many FTR and PTR employees as possible, management will determine the number of employees needed for holiday work by Friday prior to the official posting and notify the union of their figures. When the number of casuals and volunteer employees available for holiday work is inadequate, qualified employees with non-scheduled day coinciding with the holiday period will be assigned on a voluntary, rotating system.

C. The Voluntary rotating system will apply to excessive volunteers and will be worked as follows:

1. Employees will have the opportunity to sign and date a listing by seniority indicating their preference, and will have the right to accept or decline the preferred holiday work.
 - a. At the main office, a notice, soliciting volunteers for the holiday period will be posted not later than 21 calendar days preceding the holiday period. The holiday period includes the holiday and the two days preceding the holiday. If it is not necessary to force employees to work during this period, the posted solicitation will be used to allow needed volunteers to work. Employees that have not indicated a

preference by 15 calendar days preceding the holiday period will be considered to have not volunteered for the holiday posting. Late volunteers will be accepted with agreement between the union and management.

b. At all detached locations, (annex, station, branch, etc.), a notice soliciting volunteers for the holiday period will be posted no later than 21 calendar days preceding the holiday period. The holiday period includes the holiday and the two days preceding the holiday. If it is not necessary to force employees to work during this period, the posted solicitation will be used to allow needed volunteers to work. Employees that have not indicated a preference by 15 calendar days preceding the holiday period will be considered to have not volunteered for the holiday posting. Late volunteers will be accepted with agreement between the union and management.

2. On the occasion of the next holiday period, the list will again become operative, but will start at the most senior person not offered a chance to work on the previous holiday.

3. Each supervisor or maintenance support operations will maintain a copy of the current and preceding holiday list for review by the union.

4. If enough volunteers do not sign up for holiday work then management will force employees on the principle of juniority. An employee will be required to work his/her holiday or designated holiday before another employee is required to work his/her non-scheduled day.

5. Any request for annual leave less than 32 hours during the holiday period must be submitted **between 15 and 30** calendar days prior to the holiday period. All requests submitted for these days shall be by seniority and by section as defined in section 9, and will be acted upon by the time the holiday schedule is posted. Any request for leave received after the 15 day cut off will be acted upon on a first come, first served basis. None of these **requests for either facility** will be approved if any employee **in the same section is forced to work their designated holiday if it falls on the same day as the requested annual leave.**

D. The holiday lists will be established for each facility. For the sole purpose of this item, a facility is defined as follows:

Southern Maine P&DC will be considered one 'facility'.

The Main Post Office (125 Forest Ave), its stations and branches will be considered one 'facility'. Management will utilize excess

Initial USPS

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Initial APWU

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volunteers by section and seniority from the other facility to staff a facility prior to forcing employees to work on their designated holiday.

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Item 14.

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

By section and tour with section being defined as occupational group.

The overtime desired list will be solicited each quarter with preference allowed for before tour on scheduled days, after tour on scheduled days and non-scheduled days of work.

Management will hire all qualified and available employees on the overtime-desired list before hiring employees not on the list. **For the purposes of this item, facility is defined as follows:**

Southern Maine P&DC will be considered one 'facility';

The Main Post Office (125 Forest Ave), its stations and branches will be considered one 'facility'.

Management will maximize a facility's ODL's (Overtime Desired Lists) prior to utilizing the other facility's ODL's. All ODL employees will be maximized prior to assigning employees at straight time to work at a facility that is different from their bid position.

- 1. First priority: The ODL employees on duty in the facility where the overtime is to be worked.**
- 2. Second Priority: The ODL employees due to report in the facility where the overtime is to be worked.**
- 3. Third Priority: The ODL employees on their non-scheduled days in the facility where the overtime is to be worked**
- 4. Fourth Priority: The ODL employees on duty in the other facility will be offered the overtime in the facility where the overtime is to be worked.**

5. **Fifth Priority: The ODL employees due to report in the other facility will be offered the overtime in the facility where the overtime is to be worked.**
6. **Sixth Priority: The ODL employees on their non-scheduled days in the other facility will be offered the overtime in the facility where the overtime is to be worked.**

Management may go out of rotation within a facility ODL's to avoid the payment of penalty, (but not resort to another facility's ODL's). Management will hire all qualified and available employees on the overtime desired lists before hiring employees not on the lists.

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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 presently identified.

The union agrees that within the Maintenance Craft exists the facilities for assigning ill or injured employees to light duty without reserving specific assignments, by not requiring any heavy duty which may be attached to any particular assignment.

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Item 16.

The method to be used in reserving light duty assignments so that no regularly assigned member of the regular workforce will be adversely affected.

Refer to item 15.

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Item 17.

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

Refer to item 15.

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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 section, as delineated in Item 9.

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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 Postmaster. The

Director of the Maintenance Craft will be provided a designated parking spot in the parking lot. All employees will adhere to parking regulation as issued by management.

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Item 20.

The determination as to whether annual leave to attend union activities request 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.

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Item 21.

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

A. The installation head is responsible to the day-today administration of seniority. Seniority is to be defined as total continuous career maintenance craft service in the installation. The application of this agreement shall be open to negotiation at the installation level. Application to be in accordance with past practices.

B. The determination of what constitutes a sufficient change of duties, or principal assignment area to cause the duty assignment to be re-posted.

Will not be cause for re-posting unless:

1. Involves assignment to a different building
2. Involves a change in position designation.

C. 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 re-post.

D. Temporary vacancies of more than twenty-one (21) calendar days, when evaluated by management that coverage is necessary, will be posted with definite beginning and ending dates for temporary coverage by the senior qualified employee provided:

1. Temporary vacancy for which there is a relief assignment would not be posted.
2. Such posting shall not result in more than three temporary assignments
3. In order to change duty hours, official forms must be used and signed by appropriate officials.
4. Such posting shall be for seven (7) calendar days unless otherwise agreed up upon by union and management.

5. The employee utilizing their seniority to select a temporary detail assignment as above, shall work that assignment for its duration unless they are otherwise assigned to another permanent bid assignment or it is clearly demonstrated that the employee cannot perform the assignment. If awarded another permanent bid assignment, the employee may continue the detail assignment at his/her option.

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Item 22.

Local implementation of this Agreement relating to seniority, reassignments and posting.

Seniority for preferred assignments, as outlined in Article 38.2.G of the Collective Bargaining Agreement, will be used to award annual leave, overtime assignments, posted details or any time that seniority is to be used.

American Postal Workers Union

WORLDS LARGEST POSTAL UNION

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June 14, 2007

Settlement Agreement Maintenance Craft

The parties agree that barring unforeseen circumstances Management will make every effort to comply with the following holiday staffing guidelines for each section and facility:

At the SMP&DC facility:

<u>TOUR 1</u>	<u>TOUR 2</u>	<u>TOUR 3</u>
ET-2	ET-3	ET-2
MPE-2	MPE-3	MPE-2
MM6-1	BEM-1	MM6-1
Custodian -2	MM6-2	Custodian -2
	GL-1	BEM-1
	Custodian -5	

At the Main Post Office and all other facilities:

<u>TOUR 1</u>	<u>TOUR 2</u>	<u>TOUR 3</u>
None	BEM-0 (reactive coverage from the plant) MM6-1 Custodian-2	Custodian-1

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[Signature] 6/15/07