

**LOCAL MEMORANDUM OF
UNDERSTANDING BETWEEN
THE A.P.W.U.
AND
THE U.S.P.S.
AT
YARMOUTH MAINE 04096**

ITEM 1:

Additional or longer wash-up periods.

The current practice of reasonable wash-up time will 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 or termination of postal operations to conform to orders of local authorities or as local conditions warrant because of emergency conditions>

The decision is retained at the level of the Postmaster after consulting with the District. If the Postmaster can not be reached, his designee will act in his absence.

ITEM 4:

Formulation of local leave program.

4 CHOICE VACATION PERIOD.

The choice vacation period will be divided into three separate time frames as follows:

SPRING January through May

PRIME June through August

Fall September through December 10th

B. BIDDING FOR CHOICE VACATION PERIODS.

1. Time frames for bidding:

SPRING period will be bid in November of the previous year.

PRIME period will be bid in March.

FALL period will be bid in July.

2. Bids will be allowed for the first two full weeks in the months specified in 1 above.

3. Employees must confirm their vacation bids immediately following each closing of the bid periods

4. Once an employee has been awarded two vacation bid choices he/she will not be allowed any further bids for that vacation year

5. After the closing and awarding of each bid period any employee may submit requests for any unfilled dates for that period and such requests will be handled on a first come first served basis and will not be considered as a bid.

C. MISCELLANEOUS LEAVE PROVISIONS.

1. Application for annual leave for periods of less than one week will be approved or disapproved within 72 hours from the date of submission.

2. Application for leave of one hour or more in the same day shall be approved or disapproved at least one hour prior to the requested time.

ITEM 5:

The duration of the CHOICE VACATION PERIOD:

January 1st through December 10th.

ITEM 6:

The determination of the beginning day of an employees vacation period.

For bidding purposes, vacations will start on Monday and shall run through Sunday.

ITEM 7:

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

Employees who earn thirteen (13) days annual leave per year shall be granted up to ten (10) days of continuous leave. (up to 3 years service).

Employees who earn twenty (20) days of annual leave per year, (3 years but less than 15 years service), or twenty six (26) days of annual leave per year, (15 or more years service), shall be granted up to fifteen (15) days of annual leave.

You may choose your leave period in one of the following options:

You may take three weeks in a row.

You may take 2 weeks together and then 1 separate week.

You may take two separate weeks.

Once you have made two selections or have selected a total of up to three weeks you are no longer eligible to bid.

ITEM 8:

Whether jury duty and attendance at National or State Conventions shall be charged to Choice Vacation Periods.

Jury duty and attendance at National or State Conventions shall not be charged to Choice Vacation Periods. Such employee shall be able to select an additional vacation time.

ITEM 9:

Determination of the maximum number of employees who shall receive leave each week during the Choice Vacation Period.

Twelve per cent of the clerical employees on the rolls will be allowed of each week during the Choice Vacation Period. Approved leave for one week which the employee decides to rescind must be completely rescinded. If the employee decides to keep part of the week, the employee must re-submit for approval or disapproval.

ITEM 10:

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

Approved vacation slips, (PS 3971), shall be given to the employees within 10 days of management's receipt of completed bid sheet when duplicates are submitted.

ITEM 11:

Determination of the date and means of notifying employees of the beginning of the leave year.

The employer shall post the beginning of the new leave year in accordance with Article 10 Section 4A of the National Agreement.

ITEM 12:

The procedures for submission of applications for annual leave during other than the Choice Vacation Period.

Leave requests for one week will be approved or disapproved no later than 72 hours prior to the requested beginning date of the leave request unless plans require an early deposit, (proof of deposit must be submitted prior to the 72 hour window or early approval may be rescinded).

ITEM 13:

The method of selecting employees to work on a holiday.

Procedures as outlined in Article 11 section 6 of the National Agreement will be followed.

ITEM 14:

Whether "overtime desired" lists in article 8 shall be by section or tour.

Overtime desired lists will be posted and handled in accordance with Article 8 of the National Agreement.

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

Both parties are aware that, within the clerical craft, most cases involving ill or injured members of the craft concerns merely temporary action of not requiring the employee to engage in heavy clerical duties, such as parcel post, heavy lifting at the window unit, etc. 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. For such cases which on proper and acceptable medical evidence the relief as stated above is not sufficient, management will give consideration to a detail, as qualified, doing office type work. In the event of a serious illness or injury which requires special consideration on an individual basis, the union will be consulted.

The assignment of ill or injured employees of other crafts to duties within the clerk craft is recognized as of great concern to the clerical craft. Management agrees, that before any other assignment is considered, every effort will be made to assign the employee within his/her own craft and that before crossing craft lines into the clerical 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.

Refer to Item 15.

ITEM 17:

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

Restrictions permitting, an employee's own assignment less the restricted duties will be considered his/her light duty assignment.

ITEM 18:

The identification of assignments comprising a section, when it is proposed to reassign within an installation, employees excess to the needs of the section.

One installation.

ITEM 19:

The assignment of employee parking spaces.

Parking spaces will be on postal property on a first come first served basis.

ITEM 20:

The determination as to whether annual leave to attend union activities requested prior to the determination of the choice vacation schedule is to be part of the Choice Vacation Period.

Leave to attend union activities requested prior to posting of bid sheets shall be part of the total Choice Vacation Period.

This Memorandum of Understanding is entered into on April 09, 1999 at Yarmouth, Maine 04096 between the Representatives of the United States Postal Service and the Designated Agent of the American Postal Workers Union pursuant to the local implementation provision of the 1998 National Agreement. This Local Memorandum of Understanding shall remain in effect through the acceptance of a new contract in the year 2000.


Daniel J. Perry
United States Postal Service
Yarmouth, Maine 04096


Kathleen Condon
American Postal Workers Union
Local 458

June 20, 2007

To Whom It May Concern:

The presently effective Memorandum of Understanding is carried forward and shall remain in effect during the term of the 2006 Agreement.


For the Union
UNION STEWARD


For the USPS
POSTMASTER
36 FOREST FALL DR.
YARMOUTH, ME 04096