LOCAL MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNITED STATES POSTAL SERVICE
AND
THE AMERICAN POSTAL WORKERS UNION, AFL-CIO
PORTLAND MAINE AREA LOCAL 458

SCARBOROUGH POST OFFICE

OCTOBER 2016

ITEM 1.

Additional or longer wash-up periods.

Pursuant to Article 8, Section 9 of the National Agreement "Wash-Up Time", the 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.

ITEM 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 service week.

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 to curtail or terminate Postal operations at the Scarborough Post Office will be made by the Postmaster or his/her designee. The Union and the employees will be kept informed of this decision which will be made based upon Management's assessment of the emergency situation.

ITEM 4.

Formulation of local leave program.

Vacation bidding for the subsequent year will begin January 2nd and extend through January 31st. Management will post results by February 7th.

ITEM 5.

The duration of the choice vacation period(s).

The Choice vacation period will run from the second Saturday in February through Thanksgiving week in November.

ITEM 6.

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

The vacation will begin on Saturday and end on Friday. Exceptions may be granted if operational needs permit with the intent of allowing the employee consecutive weekends in conjunction with his/her vacation.

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 may request two selections during the choice vacation period in units of five (5) or ten (10) days. The total may not exceed what is authorized in Article 10 of the Collective Bargaining Agreement.

ITEM 8.

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

It shall be charged to this period if known in advance. If not known in advance management will make every effort consistent with operational needs to allow one clerk delegate to a convention if elected. A convention delegate or clerk on jury duty will be allowed another vacation from unbid time if such duty causes them to lose their vacation.

ITEM 9.

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

No less than one clerk will be afforded annual leave during the Choice vacation period.

ITEM 10.

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

By duplicate copy of PS Form 3971

ITEM 11.

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

By official notice, the beginning and end of the leave year will be made available via the appropriate postal bulletin.

ITEM 12.

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

Application for incidental leave for periods not bid during the choice vacation period and the non-choice period will be submitted no more than thirty days in advance. Approval will be by seniority if conflict or otherwise first come, first served. No less than one clerk will be allowed off each day other than December 1 through 24, when leave will be determined strictly by operational needs. Leave must be submitted by the Tuesday prior to the service week for above quota to apply.

Exceptions to the quota are appropriate when it would seriously compromise service.

Leave exceptions to the maximum thirty day notice may be granted when agreed upon jointly by the APWU and Management. This would include trips that need to be planned in advance with non-refundable reservations and or air tickets. This will not be done in substitution for bidding during the choice vacation period.

ITEM 13.

The method of selecting employees to work on a holiday.

The following order will be used for holiday scheduling

1. Part-time Flexible employees
2. Full-time regular volunteers on their regular day rotating by seniority
3. Full-time regular volunteers on the SDO rotating by seniority
4. Part-time Flexible employees at the overtime rate
5. Non-volunteer full-time regulars rotating by juniority, first on their SDO and secondly on their holiday
6. All assignments will honor seniority (offer by seniority/force by juniority) in the application of scheduling.
7. If sufficient volunteers are not found to work the holiday, employees will be required to work their designated holiday prior to an employee being required to work their regularly scheduled day off.
8. On the occasion of the next holiday, the next senior volunteer employee not afforded the previous holiday will be offered the holiday work. The opportunities will continue in a rotating manner for all holidays.

ITEM 14.

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

Full-time regulars will have the option of workdays only, days off only, or anytime. List will be rotated separately for workday overtime and day off overtime

ITEM 15.
The number of light duty assignments within each craft or occupational group to be reserved for temporary or permanent light duty assignment.
Light duty will be granted subject to language in Article 13 of the CBA. To the extent possible, Management will alter the existing assignment of the employee needing light duty to delete the duties he or she is unable to perform. The Union will be consulted before any other regular work force assignment is adversely affected.

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.
Refer to item 15.

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.
Reassignment will be in accordance with the CBA and for this purpose the entire installation is one section.

ITEM 19.
The assignment of employee parking spaces.
Parking spaces in excess of the needs of the USPS will be open to craft employees on a first come first, served basis.

ITEM 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 LWOP approved to attend Union activities prior to the granting of the choice vacation period will be counted as part of the choice vacation plan but not towards the employee's entitlement to vacation.

ITEM 21.
Those other items which are subject to local negotiations as provided in the craft provisions of this Agreement.
No additional items negotiated locally regarding craft provisions.

ITEM 22.

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

A. When a change is made to a duty assignment in excess of one hour or a change to the non-scheduled days, the Union will be consulted as to whether or not to re-post for bidding.

B. The posting of any duty assignment shall be for 8 days.

This Memorandum of Understanding is effective upon immediately and shall remain in effect through the terms of the Collective Bargaining Agreements unless negotiated pursuant to Local Implementation procedures set forth in Article 30 of such Agreements.

For the USPS

For the APWU

Date

10-7-2017