

MEMORANDUM OF UNDERSTANDING
BETWEEN MAIL HANDLER CRAFT
NATIONAL POSTAL MAIL HANDLERS UNION
AND
UNITED STATES POSTAL SERVICE

PORTLAND AND SCARBOROUGH
MAINE

2006 NATIONAL AGREEMENT

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GENERAL ITEMS

A. BULLETIN BOARDS

1. SMP&DC (79 Postal Service Way)
[add terms for Cust. Svcs. here]

Management will provide one secured Union bulletin board in the main lunchroom at each location listed in A.1. above. The Union will provide and maintain a second bulletin board on the on the outside Union office wall at the SMP&DC.

2. Personnel Bulletin Board

Management agrees to establish a separate official bulletin board for the personnel section. Personnel notices will be posted at the SMP&DC, Portland Post Office, and South Portland Carrier Annex. Personnel will furnish the Union with three (3) copies of requests for bid and/or applications.

B. STEWARD IDENTIFICATION BADGES

Management will interpose no objections to stewards wearing identification badges within the office, but does not consider them proper in dealing with customers inside or outside the office.

C. UNION MEETINGS

Management agrees to give full consideration to the use of available rooms at the SMP&DC for Union meetings and, space permitting, for electoral procedures.

D. ANONYMOUS COMPLAINTS

Management will not penalize an employee solely on the basis of an unsupported anonymous complaint.

E. P.A. SYSTEMS AND TELEPHONES

Management will give consideration to permitting the use of the P.A. system for appropriate announcements, and the use of telephones for communications between the detached units of the P&DC.

[add the asterisk information here when wording is finalized]

SPECIFIC ITEMS

A. ADDITIONAL OR LONGER WASH-UP PERIODS.

See section 8.9 of the National Agreement.

B. 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

[add negotiated B.1.a. language here]

- b. Liaison is 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. Aftermaths of storms will be given prompt evaluation for consideration of necessary adjustments in service, schedules, transportation, and reporting time.

2. Additional Items to be Considered in Management Evaluation

[insert possible negotiated language here]

- d. Local authorities' publicized orders.

e. Availability of public transportation.

3. Management Evaluation

[insert negotiated language here]

[insert potential negotiated item B.4. here]

C. FORMULATION OF THE LOCAL LEAVE PROGRAM

1. General Leave Items

[insert negotiated C.1.a. language here]

[insert negotiated c.1.b. language here]

c. Management will consult with the Branch 122 President regarding any other issues concerning the local leave program.

2. Choice Vacation Period

a. Bidding Procedure

[insert first paragraph here]

i. *[insert C.2.a.i. here]*

Award results for the first round of bidding shall be posted no later than the third Monday in February.

For the first round of bidding, employees shall confirm their intentions to take scheduled vacation periods by completing and submitting leave application forms (PS Form 3971) no later than the third Monday in March.

ii. *[insert c.2.a.ii here]*

Award results for the second round of bidding shall be posted no later than the second Thursday in April. For the second round of bidding, with the first week of the Choice Vacation Period excepted, employees shall confirm their intentions to take scheduled vacation periods by completing and submitting leave application forms (PS Form 3971) no later than two (2) weeks prior to the start of the scheduled vacation period. For the first week of the Choice Vacation Period, employees shall confirm by completing and submitting leave application forms no later than one (1) week prior to the start of the scheduled vacation period.

- iii. After the completion of awarding of scheduled vacations, any remaining open vacation periods will be considered as available under provisions of “The remainder of the employee’s Annual Leave may be granted at other times during the year ...” *[insert the rest of the paragraph here]*

b. Awarding of Choice Vacation Periods

Awarding of vacations within the Choice Vacation Period shall be by seniority by Tour for the three (3) basic Tours.

- i. An employee's basic tour shall be determined by applying the language of Specific Item L.2. of this Local Memorandum of Understanding.
- ii. When an employee has been awarded a scheduled bid vacation and then leaves the Tour for any reason, the employee shall retain the vacation. This will not create an additional vacancy on the Tour the employee left.
- iii. Should any employee fail to confirm a bid vacation within the required time frame, or cancel a confirmed vacation, the vacant period, if timely, will be posted for bid in the second round of vacation bidding. Otherwise, the vacant period will be made available for employees on the Tour of origin under provisions of Specific Item C.2.d. of this LMOU.

c. Leave Without Pay

Scheduled bid vacations within the Choice Vacation Period *[should / will]* not involve the use of Leave Without Pay.

d. Post-Bid Choice Vacation Requests

[insert C.2.d. here]

3. Birthdays

The employer will grant up to eight (8) hours of Annual Leave to any Mail Handler requesting same for the date of the Mail Handler's birthday, provided such request is submitted at least forty-eight (48) hours in advance and provided the birthday is not in the month of December. If the birthday is in the month of December, Management will make every effort to grant such leave request consistent with operational needs.

D. THE DURATION OF THE CHOICE VACATION PERIOD.

[insert Item D here]

E. THE DETERMINATION OF THE BEGINNING DAY OF AN EMPLOYEE'S VACATION PERIOD.

Vacations shall start on Saturday (the first day of the work week).

F. WHETHER EMPLOYEES AT THEIR OPTION MAY REQUEST TWO SELECTIONS DURING THE CHOICE VACATION PERIOD, IN UNITS OF EITHER 5 OR 10 DAYS.

[insert Item F here]

G. WHETHER JURY DUTY AND ATTENDANCE AT NATIONAL OR STATE CONVENTIONS SHALL BE CHARGED TO THE CHOICE VACATION PERIOD.

1. Employees ordered to military or jury duty during their choice

vacation period will be given another selection. This will not conflict with or eliminate another employee's choice vacation period. Military leave and jury duty absences will not be included in the quota allowed off each week.

[insert G.2 here]

H. DETERMINATION OF THE MAXIMUM PERCENTAGE OF EMPLOYEES WHO SHALL RECEIVE LEAVE EACH WEEK DURING THE CHOICE VACATION PERIOD.

[insert negotiated Item H language here]

I. THE ISSUANCE OF OFFICIAL NOTICES TO EACH EMPLOYEE OF THE VACATION SCHEDULE APPROVED FOR SUCH EMPLOYEE.

By posting.

J. DETERMINATION OF THE DATE AND MEANS OF NOTIFYING EMPLOYEES OF THE BEGINNING OF THE NEW LEAVE YEAR.

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.

K. THE PROCEDURES FOR SUBMISSION OF APPLICATIONS FOR ANNUAL LEAVE DURING OTHER THAN THE CHOICE VACATION PERIOD.