

**LOCAL MEMORANDUM OF
UNDERSTANDING**

**MAIL HANDLER CRAFT
NATIONAL POSTAL MAIL HANDLERS
UNION, LOCAL 301, BRANCH 122**

and

UNITED STATES POSTAL SERVICE

at the

**SOUTHERN MAINE PROCESSING AND
DISTRIBUTION CENTER**

and the

PORTLAND MAINE POST OFFICE

2011 NATIONAL AGREEMENT

**Robert J. Broxton Sr., Local 301 President
Scott E. Surette, Branch 122 President**

GENERAL ITEMS

A. FACILITIES

For the purpose of identification throughout each item of this Agreement, reference made to SMP&DC shall mean the facility at 79 Postal Service Way, Scarborough, Maine. Reference made to the Portland Post Office shall mean all facilities under the oversight of the Portland Postmaster. Reference to the Main Office shall mean the facility at 125 Forest Avenue, Portland, Maine only.

B. BULLETIN BOARDS

1. SMP&DC & PORTLAND POST OFFICE

Management will provide two secured Union bulletin boards in the main lunchroom at each location listed in B.1. above, and a secured Bulletin Board at Forest Avenue.

2. Personnel Bulletin Board

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

C. 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.

D. 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.

E. ANONYMOUS COMPLAINTS

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

F. 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 SMP&DC.

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

- a. Advance warning issued by the U.S. Weather Bureau or local authorities will be evaluated as possible cause for curtailment to allow employees to leave early in advance of the emergency, or remain at home instead of reporting.
- 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

- a. Local authorities' publicized orders.
- b. Availability of public transportation.

3. Management Evaluation

Decision is retained at the level of Senior Plant Manager, Postmaster, or their designee, as applicable. When the decision has been rendered to curtail or cease operations, to the extent possible, Management will notify and seek the cooperation of the major local market radio and television stations to inform employees. Employees are also advised to call the "Facility Closings Hot Line" for information (1-888-363-7462).

C. FORMULATION OF THE LOCAL LEAVE PROGRAM

1. General Leave Items

- a. Application for leave of one hour or more of Annual Leave in the same day shall be approved or disapproved at least one hour prior to the requested time.
- b. Except for those leave requests covered by the forty eight (48) hour advance notice criteria of Specific Item K. of this Local Memorandum of Understanding, application for Annual Leave for periods other than the Choice Vacation Period will be approved or disapproved within twenty four (24) hours from the date of submission.
- d. Management will consult with the Branch 122 President regarding any other issues concerning the local leave program.

2. Choice Vacation Period

a. Bidding Procedure

The initial sign-up period for the selection of scheduled vacations within the Choice Vacation Period shall consist of one (1) round of bidding and shall be for one (1) or two (2) selections

MHA employees may bid for choice vacation weeks during vacation bidding, granting leave under such provisions must be contingent upon the MHA having a leave balance of at least forty (40) hours.

1. Application notice for the first round of bidding for scheduled vacations shall be posted at the SMP&DC, Portland Post Office, and appropriate detached units no later than the first Monday in February each year and shall remain posted for three (3) consecutive weeks.
2. Award results for the first round of bidding shall be posted no later than March 7th. Employees shall confirm their intentions to take scheduled vacation periods by completing and submitting leave application forms (PS Form 3971) no later than one (1) week prior to the start of the scheduled vacation period.
3. 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 ..." See Sub-sections 10.3D and 10.5C of the National Agreement.

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.

1. An employee's basic tour shall be determined by applying the language of Specific Item L.2. of this Local Memorandum of Understanding (page 9).
2. 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.
3. Should any employee fail to confirm a bid vacation within the required time frame, or cancel a confirmed vacation the vacant period will be made available for employees on the Tour of origin under provisions of Specific Item C.2.c. of this LMOU.

c. Post-Bid Choice Vacation Requests

1. After the bidding process for scheduled vacations has been completed, any vacant weeks remaining within the Choice Vacation Period as well as weeks which may become vacant subsequent to the confirmation periods, may be requested in increments of one (1) or more days.
2. All such requests for Annual Leave which are submitted at least forty eight (48) hours in advance of the requested leave period will be approved by seniority by Tour. The supervisor receiving the employee's PS Form 3971 will immediately review the respective Tour's Annual Leave Book to determine if a vacancy exists for the day(s)/weeks(s) requested. If a vacancy exists, and the employee has sufficient Annual Leave to cover the requested leave period, the request will be approved and the employee's name will be recorded immediately in the Annual Leave Book. When an employee's request is denied because the mandated percentage has been reached, or because the employee has insufficient Annual Leave for the requested period, a copy of the PS Form 3971 will be returned to the employee immediately.
3. When such requests for Annual Leave are submitted less than forty eight (48) hours in advance of the requested leave period, Management will notify the employee within two (2) hours on approval or disapproval of the request.

3. Birthdays

The employer will grant up to eight (8) hours of Annual Leave to any Mail Handler that requests Annual Leave for the same date of the Mail Handler's birthday, provided such request is submitted at least forty eight hours in advance and provided the birthday is not in the month of December. Management will grant at least one (1) of all the birthday leave requests per Tour per day in December (except for the period December 24 through 31) by seniority. Employees with December birthdays should submit their Annual Leave requests between November 12 and 21 for Management consideration. Employees will be notified by their supervisor by leave slip (PS Form 3971) approval or disapproval at least seventy two (72) hours in advance.

D. THE DURATION OF THE CHOICE VACATION PERIOD.

25 weeks, from Pay Periods 9 through 20, inclusive; and the service week of Thanksgiving Day.

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.

Two selections, in units of either five (5) or ten (10) days, not to exceed the guidelines given in Subsection 10.3D of the National Agreement.

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 allowed to choose another selection from the available weeks remaining open in the Choice Vacation Period. 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.
2. Three (3) available openings during the Choice Vacation Period will be blocked off for NPMHU delegates to attend state or national conventions. The three (3) slots must be requested prior to the awarding of vacation bids. The three (3) slots will count toward the maximum quota of selections available to be allowed off during the Choice Vacation Period.

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

1. For each of the three (3) basic Tours, 10% of the total number of Mail Handlers assigned to the Tour as of March 1 each year will be granted Annual Leave during the Choice Vacation Period with the following exceptions:

The maximum percentage for each Tour shall be 15% for:

- a. Pay Periods 11 through 19, inclusive, and
 - b. The service week of Thanksgiving Day.
2. It is understood that MHAs are included in the compliment when computing the number of employees to be granted leave during the choice vacation period based on the following:
 1. 50 % of the MHA Complement with a cap of two (2) additional annual leave slots.
 2. Should the MHA complement increase or decrease by 50 % from the current MHA cap of thirty three (33) MHA's there will be an increase or decrease of one (1) annual leave Slot.
 3. When computing the number of employees to be granted Annual Leave using the above percentages, any fraction of .5 or above will be carried over to the next whole number, *e.g.*, 4.5 would become five (5) employees.

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.

1. For each of the three (3) basic Tours, no less than ten percent (10%) of the total number of Mail Handlers assigned to the Tour as of January 1 each year will be granted Annual Leave each day during other than the Choice Vacation Period, with the month of December excepted. When computing the minimum number of employees to be granted Annual Leave, any fraction of .5 or above will be carried over to the next whole number, *e.g.*, 4.5 would become five (5) employees.
2. All such requests for Annual Leave which are submitted at least forty eight (48) hours in advance of the requested leave period will be approved by seniority by Tour. The supervisor receiving the employee's PS Form 3971 will immediately review the respective Tour's Annual Leave Book to determine if a vacancy exists for the day(s)/week(s) requested. If the vacancy exists, and the employee has sufficient Annual Leave to cover the requested leave period, the request will be approved and the employee's name will be recorded immediately in the Annual Leave Book. When an employee's request is denied because the mandated percentage has been reached, or because the employee has insufficient Annual Leave for the requested period, a copy of the denied PS Form 3971 will be returned to the employee immediately.
3. When such requests for Annual Leave are submitted less than forty eight (48) hours in advance of the requested leave period, every effort will be made to grant such request consistent with operational needs.

a. Post-Christmas Day Week (December 26-31)

1. During the period of November 12 through 21, employees may submit requests for Annual Leave on PS Form 3971 for December 26 through 31, inclusive. No requests for Annual Leave for this period will be accepted or approved by Management prior to this time. Employees must have a sufficient leave balance for the requested period.
2. Management will permit at least 15% of employees to be granted Annual Leave per Tour. Requests for Annual Leave will be approved by seniority by Tour. Employees who have been approved for Annual Leave will have their names posted on the official leave bulletin board and also on the Union bulletin board no later than the first Saturday in December. The Union will be provided with a copy of the posting.

4. Union Officers and Stewards

Union officers and stewards shall be granted Annual Leave or Leave Without Pay (Code 084) to attend branch Union meetings or training sessions. Such requests shall be approved only if the Union activity falls within their regular scheduled work hours and provided the request is submitted at least seventy two (72) hours in advance of the requested date.

L. WHETHER “OVERTIME DESIRED” LISTS IN ARTICLE 8 SHALL BE BY SECTION AND/OR TOUR.

1. Overtime Desired Lists in Article 8 shall be by Section and by Tour.

Employees on the Overtime Desired List from the previous quarter shall have their names automatically placed on the list for the next quarter, and their names shall remain on the list unless they provide the Employer with written notice to remove their names from the list. There shall be a standardized form for such changes. A Union Official’s signature will be required on the form as well.

a. Section Overtime Desired Lists

For the purpose of establishing Overtime Desired Lists by Section, and for that purpose only, Sections shall be defined by facility and by Tour in all existing and future facilities. Current OTDL Sections include:

SMP&DC Tour I
SMP&DC Tour II
SMP&DC Tour III
Main Office Tour I
Main Office Tour II

Employees signing up for each **Section OTDL** are indicating their willingness and availability to work overtime at their respective facility.

Section OTDL’s (by Tour at each facility) will be divided into three (3) subsections:

Before Tour
After Tour
Non Scheduled Day

Employees will indicate their selection(s) by checking one or more of the above when signing up for the **Section OTDL**.

It is understood that an employee who has checked only one (1) or two (2) subsections when signing up for a **Section OTDL** shall be considered “not on the list” for the subsection(s) not checked, and may be subject to work overtime if reached by juniority and if eligible when it is necessary to require employees not on the list to work overtime for the time frame of the subsection(s) not checked.

Except in unforeseen circumstances of a non-recurring nature, notification will be made for After Tour overtime at least two (2) hours in advance whenever possible, but not less than one (1) hour in advance.

b. Tour Overtime Desired Lists

Overtime Desired Lists by Tour shall encompass all facilities (as named above) and those employees signing up for such **Tour OTDL** are indicating their willingness and availability to work at one or more such facilities.

Tour OTDL's (encompassing all facilities) shall be established for non-scheduled days only and shall list each facility separately. Employees will indicate their willingness to work at one or more facilities, other than their own, by checking off the appropriate facility/facilities when signing up for the **Tour OTDL**.

2. Overtime Desired Lists by Tour at each facility—**Section OTDL's**—and Overtime Desired Lists by Tour (encompassing all facilities)—**Tour OTDL's**—shall be of the three (3) basic Tours as follows:

START TIMES
(BEGIN TOUR)

TOUR I 2000 through 0399
TOUR II 0400 through 1199
TOUR III 1200 through 1999

It is understood by the parties that when the need for overtime arises and employee is on both the Tour OTDL and the Section OTDL for non-scheduled days, the employee will be selected from the perspective list when the need for overtime has been determined.

3. The "**Full-Time Volunteer**" lists for daily and non-scheduled days shall be kept readily available in the MDO Office in compliance with Subsection 8.5D of the National Agreement. Any employee may sign the "**Full Time Volunteer**" list for Non-scheduled days only for a Tour other than their own. Such employee(s) shall be selected in rotation by seniority, only after all **Section OTDL's** and **Tour OTDL's** have been exhausted for the time period of the overtime opportunity.
4. Administration of The Overtime Desired List

The administration of the OTDL shall be governed by the following guidelines:

- a. Management shall establish and use the codes listed below with administering the OTDL. No other codes will be used unless mutually agreed to by both parties.

F - [Indicates the first one hired that day. Goes in upper left corner, circled.]
L - [Indicates the last one hired that day. Goes in lower right corner, circled.]
[#] - [The actual number of hours of overtime offered]

LV - Leave [Employee on Leave]
NA - No Answer [No answer at employee telephone number]
EX - Excused [Employee excused from overtime]
COS- Change of Schedule
DC - Declined [Employee offered and declined overtime opportunity]
MS - Message [Message left stating time of call. Employee must call back within fifteen (15) minutes or will be passed over]

- b. The first employee scheduled daily in each category (before tour, after tour, non-scheduled day) will be annotated by a circled F in the upper left corner of the appropriate box.
- c. The last employee scheduled daily in each category (before tour, after tour, non-scheduled day) will be annotated by a circled L in the lower right corner of the appropriate box.
- d. Any Tour with different start times four (4) or more hours apart shall maintain two (2) separate **Section OTDL's** distinguishing the different start times. Current **Section OTDL's** consist of:

START TIME

Tour I	2200—2400
Tour II	0550—0650
Tour II	1000—1100
Tour III	1350—1550
Tour III	1950

- e. When reached in rotation, an employee on the **Tour OTDL** shall be offered a non-scheduled day overtime opportunity regardless of whether such opportunity is the employee's normal start time.
- 5. Every Wednesday, a Union official will meet with the Lead MDO and the Portland Postmaster or their designees to verify for accuracy the **Section OTDL**, **Tour OTDL**, and the **Full-Time Volunteer Lists**.
 - 6. When scheduled for overtime, employees shall work their Regular Duty Assignment whenever possible.
 - 7. Copies of the Overtime Desired Lists will be provided to the Union at the beginning of each calendar quarter (Jan. 1, Apr. 1, July 1, Oct. 1).

L. THE NUMBER OF LIGHT DUTY ASSIGNMENTS TO BE RESERVED FOR TEMPORARY OR PERMANENT LIGHT DUTY ASSIGNMENT.

Presently, three (3) light duty assignments are identified. Other assignments may be created using the duties identified in Item O.

M. 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.

If in establishing assignments for ill or injured employees it is agreed to withdraw duties from an assignment which has an incumbent, such action will be delayed until the assignment is vacant.

N. THE IDENTIFICATION OF ASSIGNMENTS THAT ARE TO BE CONSIDERED LIGHT DUTY.

1. The Employer and the Union, recognizing their responsibility to aid and assist deserving employees who through illness or injury are unable to perform their regular duties, agree to the following provisions and conditions for reassignment to temporary, or permanent light duty or other assignments, consistent with Article 13 of the National Agreement.

Assignment A	Duty Hours: TBD
Assignment B	Duty Hours: TBD
Assignment C	Duty Hours: TBD

2. The three (3) light duty assignments listed above shall consist of a consistent, regular amount of duties which comply with the employee's physical restrictions as stated in writing by the employee's attending physician. Such duties shall include, but not be limited to, the duties listed below:

Plant Copier Room duties
Culling / Flat Prep. (including A.I., not to the detriment of bid assignments, see Subsection 13.4C of the National Agreement)
Culling / Letter Prep.
Traying of mail
Repairing damaged mail
Hanging pouches / sacks
Re-tubbing manual flat racks
Re-traying automation racks ("dead operation")
Setting up Low Cost Universal Sorter, Low Cost Tray Sorter, APPS ("dead operation"), and automation

Flat, flyer, and hand stamp cancellation in 010 area
Operating Label maker
Readying flat tubs and letter trays for use
Mail bin / Container verification (3-point check)
Loading sleeve carts, LCTS
Hand-held scanning per R.I. 399

P. THE IDENTIFICATION OF ASSIGNMENTS COMPRISING A SECTION, WHEN IT IS PROPOSED TO REASSIGN WITHIN AN INSTALLATION, EMPLOYEES EXCESS TO THE NEEDS OF A SECTION.

1. Sections will be defined at each building by tour and by the employee's Principal Assignment Area (PAA) identified on all postings.
2. For the purpose of clarification, when regular duty assignments are posted for bid, Management will identify the duty assignment on the posting with a Specific Assignment (SA), *e.g.*, AI, APPS, LCTS, etc., within the Principal Assignment Area, where four (4) or more hours of consecutive and continuous work exists on such assignments. This does not preclude Management from creating and posting "General Duty" assignments, *e.g.*, PAA: Workroom Floor; PAA: Platform including Universal Sorter, etc., when a job does not qualify under the above criterion for the identification of a specific duty assignment.

Existing sections are:

Platform (including Universal Sorter)
Workroom Floor (including Bulk Mail Entry Unit)
Empty Equipment
Main Office

3. When it is proposed to take any action regarding a shifting of operations, the Employer shall notify the Union as far in advance as possible and shall require a special meeting between them.

Q. 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 District Manager, Senior Plant Manager, or Postmaster. All employees will adhere to parking regulations as issued by Management.

R. 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.

Will not be made part of vacation bid weeks.

THOSE OTHER ITEMS WHICH ARE SUBJECT TO LOCAL NEGOTIATIONS AS PROVIDED IN THE FOLLOWING ARTICLES:

1. Article 12, Section 3B5

**Change to Duties/PAA
to Require Reposting**

The following shall apply in determining what constitutes a sufficient change of duties, or principal assignment area, to cause a duty assignment to be reposted.

- a. A change in 50 percent or more of the actual duties performed will require the duty assignment to be reposted. Such determination shall be made by the Branch 122 President or the President's designee.
- b. A change in principal assignment area which requires reporting to a different physical location: *i.e.*, station, branch, annex, etc., or which requires reporting to a different Section as defined in Specific Item P. of this Local Memorandum of Understanding (LMOU), will require the duty assignment to be reposted except that the incumbent shall have the option to accept the new assignment.

2. Article 12, Section 3C

Place of Posting

On all official bulletin boards, Three (3) copies will be provided to the Union for posting on its authorized bulletin boards.

3. Article 12, Section 3E3g

**Order of Movement From Bid
Assignment Area**

Prior to the movement of full-time regular Mail Handlers from the bid assignment area, all other employees shall be moved in accordance with Article 12, Section 3E3 of the Mail Handlers National Agreement as follows:

- E3a Casuals
- E3b Employees from other crafts
- E3c MHAs
- E3d Part-Time Flexible Employees
- E3e Part-Time Regular Employees
- E3f Full-Time Regular Employees
- E3g Article 12, Section 3E3e, the order of movement for Full time Regulars from the Bid Assignment Area / Section will be by Level as follows.

1. Employees on overtime by seniority on a voluntary basis.
2. Employees on overtime by juniority on an involuntary basis.
3. Employees on a temporary change of schedule. (for hours worked outside their Duty Assignment).
4. Employees who do not own a Bid Assignment in the Bid Assignment area/Section identified by the bid notice by "SA".
5. Employees by seniority on a voluntary basis.
6. Employees by juniority on an involuntary basis.

It is understood by the parties that an employee detailed to a preferred duty assignment under Articles T.1.a. and T.3.a. of the LMOU shall be considered not to own a duty assignment for the purpose of movement from the bid assignment area.

Employees "Considered to Own" a Bid Assignment Other Than Their Actual Bid Assignment

Employees who are working a preferred duty assignment (bid assignment) under the specific terms of T.2.b. of this Local Memorandum of Understanding, shall be considered as if they own the assignment as their bid assignment during regularly scheduled hours (straight time rate of pay), and shall be moved from the bid assignment consistent with the order of movement in S.3. above.

4. Article 12, Section 4

Definition of a Section

Refer to Specific Item P.

5. Article 12, Section 6C4a

Reassignment Within
Installation Excess to Needs
of a Section

Refer to Specific Item P.

6. Article 13, Section 3

Light Duty Assignments
Local Implementation

Refer to Specific Items M. and O.

T. LOCAL IMPLEMENTATION OF THIS AGREEMENT RELATING TO SENIORITY, REASSIGNMENTS AND POSTING.

1. Seniority

- a. A Preferred Duty Assignment which is not required to be posted for bid shall be offered to the senior qualified requesting Mail Handler in the Section. Such an assignment would not require filling of subsequent vacancies in that Section.
- b. Any Mail Handler working at the overtime rate of pay shall be considered one day junior to any full-time regular Mail Handler working at the straight time rate. A Mail Handler who owns a relief assignment bid for a higher level position shall have precedence for assignment when working his/her regular scheduled assignment over a higher level employee with such Standard Position who is working at the overtime rate of pay or who does not own a bid assignment in the relief employee's bid assignment area.
- c. Full-Time Regular Employees on a Change of Schedule (for hours worked outside their Duty Assignment), shall be considered one day junior to the junior regular employee who occupies a duty assignment in the section.
- d. Management will provide the Union an updated seniority list of Mail Handlers on a quarterly basis.

2. Posting and Bidding

- a. Shall be installation-wide.
- b. Long-Term Temporary Vacancies in the Mail Handler Craft.
 1. The parties to this statement agree that among the complement of full-time regular Mail Handlers in the SMP&DC and Portland Post Office, any temporary vacancy which is expected to be of thirty days (30) days or more duration will be considered "long term" and will be posted for bid for temporary coverage by the senior qualified bidder. This shall not require the filling of any subsequent vacancy. In order to change duty hours, PS Form 3189 (Change of Schedule) must be used, signed and approved by appropriate personnel.
 2. Such bid invitation will be posted as soon as practicable and will remain posted for a period of five (5) days.
 3. Normally, such coverage will continue until such time as the absentee returns and resumes his/her assignment. It is understood that such coverage will cease once the temporary vacancy becomes permanent.

3. Reassignments

- a. When detailing employees to higher level Standard Positions for a Tour or any part of that Tour, or in case of vacations, or in cases where duty assignments are vacant, the position(s) shall be offered by seniority to those qualified in the following order:
 1. To those employees, working at the straight time rate, in the Section in which the vacancy exists.
 2. To those employees working at the straight time rate, building-wide.
 3. To those employees working at the overtime rate, in the Section in which the vacancy exists
 4. To those employees working at the overtime rate, building wide.

If the higher level position is still not filled, then the junior qualified Mail Handler in the Section, in which the vacancy exists, shall be assigned to the higher level position.

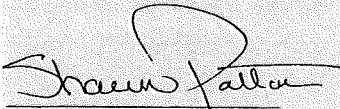
- b. A Mail Handler working a preferred duty assignment under the specific terms of T.2.b, or T.3.a (in excess of thirty days) of this LMOU shall not be allowed to occupy both positions simultaneously.
- c. A Mail Handler working a preferred duty assignment under the specific terms of T.2.b, or T.3.a of this LMOU and temporarily detailed to a Specific Detail Identified on provided PS Form 1723 for a supervisory position (204b) or detailed to a Specific Detail Identified on provided PS Form 1723 for an EAS position shall be removed from the preferred duty assignment and the position declared vacant if the employee works more than 29 out of 45 days. A Mail Handler temporarily detailed to such a Specific Detail Identified on provided PS Form 1723, will not return or be returned to the craft solely to circumvent the provisions of this LMOU Item T.3.c.
- d. The Branch 122 President will be consulted prior to the temporary assignment of any other craft employee(s) to the Mail Handler Craft.

The National Postal Mail Handlers Union
Local 301, Branch 122
LIUNA—AFL-CIO

SOUTHERN MAINE PROCESSING AND DISTRIBUTION CENTER
And the
PORTLAND MAINE POST OFFICE

November 21, 2011 – May 20, 2016

This Memorandum of Understanding is entered into on October 29, 2013 at Scarborough, Maine, between the representatives of the United States Postal Service and the designated agent of the National Postal Mail Handlers Union, AFL-CIO, a Division of the Laborers' International Union of North America, pursuant to the Local Implementation Article of the 2011 National Agreement. This Memorandum of Understanding constitutes the entire agreement on matters relating to local conditions of employment.



Shawn Patton
Senior Plant Manager (A)
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NPMHU, Division of LIUNA,
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