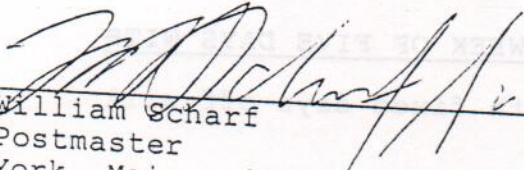


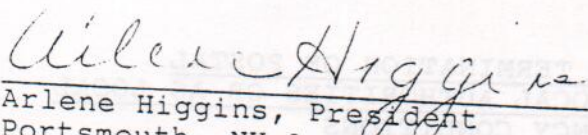
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MEMORANDUM OF UNDERSTANDING
BETWEEN
MANAGEMENT, YORK, MAINE 03909
AND
PORTSMOUTH, NH AREA LOCAL
AMERICAN POSTAL WORKERS UNION, AFL-CIO

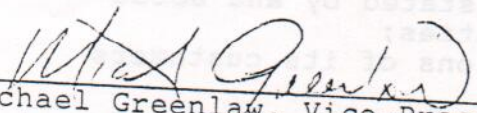
1990-1994

This Memorandum of Understanding is entered at York, Maine between the Representatives of the United States Postal Service and the designated agent of the Portsmouth, NH Area Local, American Postal Workers Union, AFL-CIO, pursuant to the local implementation provision of the 1990-1994 National Agreement.


William Scharf
Postmaster
York, Maine 03909


Arlene Higgins, President
Portsmouth, NH Area Local, APWU

in witness, thereof


Michael Greenlaw, Vice-President
Portsmouth, NH Area Local, APWU

LOCAL MEMORANDUM OF UNDERSTANDING-YORK, MAINE 03909

1. ADDITIONAL OR LONGER WASH-UP PERIODS

The installation head or designee 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 to each employee shall be subject to the grievance procedure.

2. THE ESTABLISHMENT OF A REGULAR WORK WEEK OF FIVE DAYS WITH EITHER FIXED OR ROTATING DAYS OFF

A regular work week of five (5) days with fixed days off will be established.

The employer shall advise and consult with the Union when new job assignments are made or additional positions created.

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

It is recognized by both parties that on occasion, emergency conditions may exist which would encourage the employer to consider curtailment of mail. In cases of such emergency conditions, the employer will, prior to making a decision to curtail the mail, take into consideration such factors as,

- a. the degree of emergency as stated by and acted upon by responsible governmental authorities;
- b. the requirements and reactions of its customers to the emergency;
- c. the accessibility of postal operations and its customers to the employer and employee, and
- d. the safety and health of its employees.

Prior to taking action to curtail the mail, the employer will notify the Union of its decision and plan of implementation. Once management has decided to curtail or terminate any or all postal operations, administrative leave may be granted in accordance with the Employee and Labor Relations Manual.

4. FORMULATION OF LOCAL LEAVE PROGRAM

The Choice Vacation Period for each leave year for the York, Maine Post Office shall be determined as follows: The leave list shall be circulated among the clerks according to their seniority. Each clerk shall select up to three weeks upon this initial circulation. The weeks selected during the first

circulation of the leave list shall be considered the Choice Vacation Selection for that leave year.

After the Choice Vacation Selections have been made and management has approved same, the leave list will again be circulated among the clerks according to their seniority. Each employee may then select additional weeks of pre-scheduled annual leave.

The leave list shall be posted within one (1) week after the final circulation of the list has been completed. At this time, Form 3971 shall be completed by each employee for the pre-scheduled annual leave (if not already done).

5. THE DURATION OF THE CHOICE VACATION PERIOD

The duration of the choice vacation period shall be January 1-December 31, inclusive.

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

The employee's vacation shall begin on Monday and end on Sunday.

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

Clerks, at their option, may request the choice vacation period in units of 5, 10 or 15 days with total not to exceed 10 consecutive days or 15 days total on the first choice, in accordance with leave earned annually.

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

A clerk who is called for jury duty during their pre-scheduled vacation period or who attends a National, State or Regional Convention (Assembly) during their pre-scheduled vacation is eligible for another available period provided this does not deprive another clerk of their pre-scheduled vacation. Upon return to work, proper documentation must be provided.

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

A maximum of one (1) clerk shall be allowed leave during the choice vacation period. Additional clerks may be allowed off if not adverse to the needs of the service.

10. THE ISSUANCE OF OFFICIAL NOTICES TO EACH EMPLOYEE OF THE

VACATION SCHEDULE APPROVED FOR SUCH EMPLOYEE

Each clerk will submit in duplicate PS Form 3971 following final selection of choice and non-choice vacation periods. The duplicate copy will be signed and returned by the Postmaster or designee within one week.

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

The employer shall, no later than November 1st, publicize on bulletin boards 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.

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

After the Choice Vacation Selections have been made and Management has approved same, the leave list will again be circulated among clerks according to their seniority. Clerks may then select additional weeks of pre-scheduled annual leave. A maximum of one (1) clerk shall be allowed annual leave. Additional clerks may be allowed off if not adverse to the needs of the service, on a first-come, first-served basis.

Requests for annual leave after the schedule has been posted shall be submitted on PS 3971. The installation head or designee must notify employee of approval or disapproval of the application no later than 30 days prior to the date of the requested leave. If no approval or disapproval is received, the leave requested is automatically approved.

If two or more employees apply for the same non-choice weeks at the same time, the governing factor will be seniority.

13. THE METHOD OF SELECTING EMPLOYEES TO WORK ON A HOLIDAY
Holiday scheduling will be administered as per Article 11.6 of the 1990-1994 Collective Bargaining Agreement.

14. WHETHER "OVERTIME DESIRED" LISTS IN ARTICLE 8 SHALL BE BY SECTION AND/OR TOUR

The Overtime Desired List shall be by tour. ↵

15. THE NUMBER OF LIGHT DUTY ASSIGNMENTS WITHIN EACH CRAFT OR OCCUPATIONAL GROUP TO BE RESERVED FOR TEMPORARY OR PERMANENT LIGHT DUTY ASSIGNMENTS

The Installation Head shall not be limited to the number of light duty assignments when deemed necessary for properly carrying out the provisions of the 1990-1994 National Agreement.

This item shall be implemented in accordance with the provisions of the 1990-1994 National Agreement:

1. Reassignments-as covered under the applicable provisions of the 1990-1994 National Agreement.

2. Posting-as covered under Article 12 , Section 3 of the 1990-1994 National Agreement.