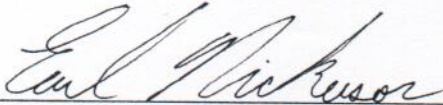
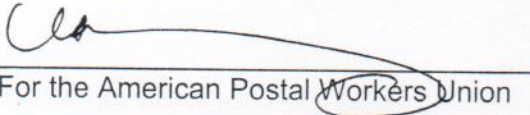


LOCAL MEMORANDUM OF UNDERSTANDING (LMOU)

This Memorandum of Understanding is entered into on April 24, 2007, at, Kittery, ME 03904 between the representatives of the United States Postal Service and the designated agent of the APWU Local #355, pursuant to the Local Implementation Provisions of the 2006 National Agreement with the American Postal Workers Union.



For the United States Postal Service



For the American Postal Workers Union

LOCAL MEMORANDUM
OF UNDERSTANDING
USPS/APWU
KITTELY ME 03904

ITEM #

1. PER NATIONAL AGREEMENT, ARTICLE 8, SECTION 9.
2. REGULARS WILL HAVE A FIXED DAY OFF.
3. IN THE INTERESTS OF EMPLOYEE SAFETY, THE POSTMASTER WILL CONSIDER THE ADVICE OF LOCAL AND STATE AUTHORITIES IN THE EVENT OF UNFAVORABLE CONDITIONS. ONCE THE POSTMASTERS (OR DESIGNEE'S) DECISION TO CURTAIL SERVICES HAS BEEN MADE LABOR ORGANIZATIONS AND EMPLOYEES SHALL BE ADVISED PROMPTLY OF THE ACTION TAKEN, BY WORD OF MOUTH, TELEPHONE OR OTHER MEANS OF COMMUNICATION; AND WHEN POSSIBLE PRIOR TO REPORTING TIMES.
4. MANAGEMENT WILL PROVIDE AN OFFICIAL LEAVE CALENDAR BEGINNING THE FIRST WORK DAY IN JANUARY. THE CALENDAR WILL BE CIRCULATED THROUGH THE CLERK CRAFT BY SENIORITY. EMPLOYEES WILL HAVE NO MORE THAN THREE (3) WORK DAYS TO INDICATE THEIR FIRST CHOICE VACATION SELECTION. THE SECOND CHOICE VACATION SELECTION WILL BEGIN ONCE ALL CLERKS HAVE MADE THEIR FIRST SELECTION, WITH EACH CLERK HAVING NO MORE THAN TWO (2) WORK DAYS TO INDICATE THEIR SELECTION. FAILURE TO MAKE A SELECTION WITHIN THE ALLOTTED TIME LIMITS WILL RESULT IN FORFEITURE OF THE EMPLOYEES SELECTION IN THAT ROUND. EMPLOYEES ABSENT DURING CIRCULATION OF THE CALENDAR WILL BE NOTIFIED OF THEIR SELECTION OPPORTUNITY. PS 3971 WILL BE SUBMITTED FOR CHOICE VACATION AT THE TIME OF SELECTION FROM THE CALENDAR AND WILL BE SUBMITTED IN DUPLICATE. SEE ITEM #7 FOR LIMITATIONS. DISAPPROVED CHOICE LEAVE REQUESTS WILL ALSO BE REFLECTED ON THE CALENDAR, INCLUDING THE CLERK'S NAME, INCLUSIVE DATES, AND A QUESTION MARK. THIS INDIVIDUAL WILL HAVE FIRST REFUSAL OF THE CHOICE LEAVE IN THE EVENT THE LEAVE IS SUBSEQUENTLY AVAILABLE.
5. THE CHOICE VACATION PERIOD BEGINS JUNE 1 AND ENDS NOVEMBER 30.
6. CHOICE VACATIONS WEEKS WILL BE FROM MONDAY THROUGH SUNDAY.
7. EMPLOYEES MAY MAKE TWO (2) SELECTIONS DURING THE CHOICE VACATION PERIOD IN UNITS OF FIVE (5) OR TEN (10) DAYS, WITH THE FIRST SELECTION NOT TO EXCEED TEN (10) DAYS. THE TOTAL LEAVE SELECTION NOT TO EXCEED THE LIMITATIONS OF ARTICLE 10 SECTION 3D, BASED UPON LEAVE EARNED.
8. JURY DUTY AND ATTENDANCE AT NATIONAL AND STATE CONVENTIONS WILL NOT BE CHARGED TO THE CHOICE VACATION PERIOD.
9. ONE PERSON OFFICE-WIDE IN THE CLERK CRAFT.
10. PS FORM 3971 WILL BE RETURNED TO EMPLOYEES BY FEBRUARY 15.

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11. THE POSTMASTER WILL POST THE POSTAL BULLETIN NOTICE OF THE NEW LEAVE YEAR UPON RECEIPT BY NOVEMBER 1.

12. APPLICATIONS FOR ANNUAL LEAVE FOR OTHER THAN THE CHOICE VACATION PERIOD WILL BE SUBMITTED BY JANUARY 31. SUCH LEAVE WILL BE CONSIDERED FOR APPROVAL/DISAPPROVAL BY SENIORITY. APPLICATIONS FOR LEAVE SUBMITTED AFTER JANUARY 31 WILL BE CONSIDERED ON A FIRST-COME FIRST-SERVED BASIS. MANAGEMENT ACTION TO APPROVE/DISAPPROVE LEAVE REQUESTS OF FIVE (5) DAYS OR MORE WILL BE COMPLETED NO LATER THAN SIXTY (60) DAYS PRIOR TO THE LEAVE BEGIN DATE. ALL OTHER REQUESTS FOR LEAVE WILL BE APPROVED/DISAPPROVED NO LATER THAN FOURTEEN (14) DAYS BEFORE THE FIRST LEAVE DAY UNLESS A MONETARY VALUE IS INVOLVED SUCH AS RESERVATIONS, AIRLINE TICKETS, ETC.

13. QUALIFIED CASUALS, PTF'S, FULL-TIME REGULAR VOLUNTEERS TO WORK THEIR HOLIDAY, FULL-TIME VOLUNTEERS TO WORK THEIR NON-SCHEDULE DAYS, NON-VOLUNTEERS BY INVERSE SENIORITY.

14. OVERTIME DESIRED LIST IN ARTICLE 8 SHALL BE BY TOUR.

15. THE INSTALLATION HEAD SHALL NOT BE LIMITED TO THE NUMBER OF TEMPORARY AND/OR PERMENANT LIGHT DUTY ASSIGNMENTS WHEN DEEMED NECESSARY TO PROPERLY CARRY OUT THE GENERAL POLICY AND PROCEDURES UNDER ARTICLE 13 OF THE NATIONAL AGREEMENT. THE UNION WILL BE GIVEN AN OPPORTUNITY FOR INPUT.

16. THE PARTIES WILL IMPLEMENT ITEMS 15 AND 17 TO SEE THAT NO REGULARLY ASSIGNED MEMBER OF THE REGULAR WORK FORCE IS ADVERSELY AFFECTED IN RESERVING TEMPORARY AND PERMANENT LIGHT DUTY ASSIGNMENTS.

17. ALL LIGHT DUTY APPLICATIONS MUST BE SUBMITTED IN ACCORDANCE WITH THE PROVISIONS OF ARTICLE 13. EMPLOYEES WHO ARE APPROVED FOR LIGHT DUTY WILL BE ASSIGNED TO OPERATIONS WHERE WORK EXISTS WITHIN THEIR PHYSICAL LIMITATIONS WITH FIRST CONSIDERATION GIVEN TO MODIFYING THE EMPLOYEE'S NORMAL WORK ASSIGNMENT. WHEN AN EMPLOYEE REPRESENTED BY THE APWU HAS MET ALL THE REQUIREMENTS FOR A LIGHT DUTY ASSIGNMENT, MANAGEMENT WILL NOTIFY THE UNION PRIOR TO MAKING A FINAL DECISION. A LIGHT DUTY ASSIGNMENT WILL NOT BE USED TO BUMP AN EMPLOYEE FROM HIS/HER REGULAR BID JOB.

18. FOR THE PURPOSES OF REASSIGNMENT THE KITTEERY ME POST OFFICE WILL COMPRISE A SECTION.

19. THE EXISTING PARKING PROGRAM WILL REMAIN IN EFFECT.

20. ATTENDANCE AT UNION ACTIVITIES WILL NOT BE CHARGED TO THE CHOICE VACATION PERIOD. THE UNION WILL NOTTEFY MANAGEMENT BY FEBRUARY 1.

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21. CLERK CRAFT ITEMS:

ARTICLE 37

SECTION 2C- WILL BE POSTED ON OFFICIAL BULLETIN BOARDS.

2E5- NOT APPLICABLE.

3A4- OVER 50% CHANGE WILL REQUIRE REPOSTING.

3A5a- NO ASSIGNMENT WILL BE REPOSTED WHEN THE CHANGE IN STARTING TIME IS TWO (2) HOURS OR LESS.

3A5b- NO ASSIGNMENT WILL BE REPOSTED WHEN THE CUMULATIVE CHANGE IN STARTING TIME IS TWO (2) HOURS OR LESS.

3A5c- THE INCUMBENT WILL HAVE THE OPTION OF ACCEPTING THE NEW REPORTING TIME.

3D- PER THE NATIONAL AGREEMENT.

3F2- PER THE NATIONAL AGREEMENT.

22. PER THE NATIONAL AGREEMENT.

THIS MEMORANDUM OF UNDERSTANDING IS ENTERED INTO ON OCTOBER 30, 1991 AT 12:00 NOON, BETWEEN THE REPRESENTATIVES OF THE UNITED STATES POSTAL SERVICE AND THE DESIGNATED AGENT OF THE AMERICAN POSTAL WORKERS UNION, PORTSMOUTH NEW HAMPSHIRE AREA LOCAL, PURSUANT TO THE LOCAL IMPLEMENTATION PROVISIONS OF THE 1990-1994 NATIONAL AGREEMENT WITH THE AMERICAN POSTAL WORKERS UNION.

William E. Penley

FOR THE UNITED STATES POSTAL SERVICE
WILLIAM E. PENLEY, POSTMASTER, KITTERY, ME

Arlene V. Higgins

FOR THE AMERICAN POSTAL WORKERS UNION
ARLENE V. HIGGINS, AREA LOCAL PRESIDENT