

# **Memorandum of Understanding**

**Between**

**The United States Postal Service  
Astoria, Oregon 97103**

**And**

**The American Postal Workers Union, AFL-CIO  
Portland Oregon Area Local**

**2010 – 2015**

This Memorandum of Understanding, entered into in the month of August 2011 between the designated representatives of the APWU and the designated representatives of the United States Postal Service, constitutes the entire agreement on matters relating to local conditions of employment as prescribed in Article 30 of the National Agreement. This agreement is an amendment to the original 2010 – 2015 contract.

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Tori Clifford, Chief Negotiator  
United States Postal Service

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William Martin, Chief Negotiator  
American Postal Workers Union, AFL-CIO  
Portland Oregon Area Local

Date: \_\_\_\_\_

Date: \_\_\_\_\_

<b>Item &amp; Art #</b>	<b>Issue</b>
Item 1 Art 8	Additional or longer wash-up periods.
Item 2 Art 8	The establishment of a regular work week of five days with either fixed or rotating days off
Item 14 Art 8	Whether "Overtime Desired" lists shall be by section and/or tour
Item 4 Art 10	Formulation of local leave program
Item 5 Art10	The duration of the choice vacation period (s)
Item 6 Art 10	The determination of the beginning day of an employee's vacation period.
Item 7 Art 10	Whether employees at their option may request two selections during the choice vacation period, in units of 5 or 10 days.
Item 8 Art 10	Whether jury duty and attendance at National or State Conventions shall be charged to the choice vacation period.
Item 9 Art 10	Determination of the maximum number of employees who shall receive leave each week during the choice vacation period.
Item 10 Art10	The issuance of official notices to each employee of the vacation schedule approved for such employee.
Item 11 Art10	Determination of the date and means of notifying employees of the beginning of the new leave year
Item 12 Art 10	The procedures for submission of applications for annual leave during other than the choice vacation period.
Item 20 Art 10	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 period.
Item 13 Art 11	The method of selecting employees to work on a holiday.
Item 18 Art 12	Identification of assignments comprising a section, when it is proposed to reassign within an installation employees excess to the needs of a section
Item 15 Art 13	The number of light duty assignments within each craft or occupational group to be reserved for temporary or permanent light duty assignments
Item 16 Art 13	The method to be used in reserving Light Duty assignments so that no regularly member of the regular work force will be adversely affected
Item 17 Art 13	Identification of assignments that are to be considered light duty within each craft represented in the office
Item 3 Art 14	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
Item 19 Art 20	The assignment of employee parking spaces
Item 21	Other items subject to local negotiations as provided in the craft provisions of the agreement
Item 22	Local implementation relating to seniority, reassignments and posting

## ARTICLE 8 – HOURS OF WORK

### Item 1 – Additional or longer wash-up periods

Employees will be granted reasonable wash-up time when performing dirty work or work with toxic materials.

### Item 2 – The establishment of a regular work week of five days with either fixed or rotating days off

#### Section 1

All future craft bid positions shall be posted with fixed consecutive days off: (Sat-Sun, Sun-Mon) as far as practicable, taking into account service needs.

#### Section 2

Notice of the work week assignments will be posted prior to the end of tour on the preceding Wednesday.

### Item 14 – Whether “Overtime Desired” lists shall be by section and/or tour

The entire installation shall be considered to be one (1) section.

An Overtime Desired List for each craft shall be posted for two (2) weeks prior to the beginning of each calendar quarter. The list shall provide columns for regular overtime, penalty overtime and non-scheduled day overtime. Employee preferences as to the number of hours worked and/or non-scheduled day will be honored if possible, based on work conditions. A separate rotation will be maintained for non-scheduled days.

## ARTICLE 10 – LEAVE

### Item 4 – Formulation of local leave program

*NOTE: The vacation planning and sign-up process shall apply to maintenance craft employees as well as clerks.*

#### A. Duration of Total Vacation Period

The vacation period to be included on the leave schedule shall run from the first day of March through the last day of February except for the Christmas period. The Christmas period shall be defined as the first twenty-four (24) days of the month of December.

#### B. Time Limitations For Sign-Up

1. Vacation sign-up will be by seniority and commence on January 15<sup>th</sup>. Each employee will be notified by the union of the date for sign-up at least one (1) week prior to the beginning of the sign-up period. The employee shall be responsible for predetermining the vacation period(s) desired. Recognizing that there may be times when an employee will not be ready to make his/her selection upon request, said employee shall be given forty-eight (48) hours to decide. Should that selection not be made within this time frame, such employee will be bypassed. Bypassed

employee(s) shall be allowed to sign in available periods after employees who have been notified it is their turn to sign, but junior employees who have signed shall not be required to relinquish the periods they have selected.

2. After the leave charts have been completed a copy will be posted for the duration of the leave year. The posting of the completed leave charts will constitute official notice to each employee of the approved leave.

C. Unit(s) of Scheduled Leave

Scheduled annual leave must be chosen in units of not less than a calendar week.

D. Expanded Leave Program

1. Employees are expected to take their vacations during the times they scheduled, unless some unforeseen emergency condition prevents them from doing so.

E. Trades

Trading of vacation periods will not be allowed.

**Item 5 – The duration of the choice vacation period(s)**

The choice vacation period is as follows:

1. First full week of May to the last week in October.
2. Thanksgiving Holiday week.
3. The week between Christmas and New Years.
4. Astoria School district Spring Vacation week.

**Item 6 – The determination of the beginning day of an employee’s vacation period**

The employee’s vacation period shall start on Monday and run through Sunday inclusive; however employees with consecutive days off will have their vacation period begin following their consecutive days off. Exceptions may be granted by agreement among the employee, the Union representative and the Employer.

**Item 7 – Whether employees at their option may request two selections during the choice vacation period, in units of 5 or 10 days**

During the first round of signing by seniority for annual leave:

1. Employees who earn 13 days annual leave per year may, at their option, sign for ten (10) days of continuous leave or may sign for two (2) selections of full weeks during the choice vacation period, the total not to exceed ten (10) days.
2. Employees who earn 20 to 26 days annual leave per year may, at their option, sign for fifteen (15) days of continuous annual leave or may sign for two (2) selections, the total not to exceed fifteen (15) days during the choice vacation period.

**Item 8 – Whether jury duty and attendance at National or State Conventions shall be charged to the choice vacation period**

1. Jury duty and attendance at National, State or Regional APWU conventions shall not be charged to the choice period.
2. Not more than two (2) delegates will be assured leave for APWU Conventions.
3. National Agreement, Article 10 Section 3.F. shall apply as to employee selecting another period.

**Item 9 – Determination of the maximum number of employees who shall receive leave each week during the choice vacation period**

At least two (2) Clerk(s) and one (1) Maintenance employee will be granted leave each week during the choice period, during the sign up period.

**Item 10 – The issuance of official notices to each employee of the vacation schedule approved for such employee**

After the leave charts have been completed a copy will be posted for the duration of the leave year. The posting of the completed leave charts will constitute official notice to each employee of the approved leave.

**Item 11 – Determination of the date and means of notifying employees of the beginning of the new leave year**

The Employer shall publish the date of the beginning of the new leave year in a prominent manner on the employee bulletin boards.

**Item 12 – The procedures for submission of applications for annual leave during other than the choice vacation period**

A. Second Annual Leave Sign-Up

1. On the second annual leave sign-up, the employee may sign for any amount of annual leave earned during the leave year. Weeks will be awarded by seniority for the time desired on the lists either within any remaining spaces in the choice vacation period or in spaces outside the choice vacation period in units of not less than one (1) week.
2. Management shall allow one (1) clerk off during the non- choice period, two (2) clerks off during the non-choice period when practicable.

B. Application for Other Annual Leave

After all employees have had all of the opportunities to schedule their vacations for the following year, any additional annual leave needs of the employee shall be subject to the following procedures:

1. Employees may sign on a first-come first-served basis for those weeks remaining on the leave schedules. Employees must have the appropriate hours of uncommitted annual leave for each week for which they sign. The employee, with two (2) weeks notification to their supervisor on PS Form 3971, may elect to use 3-5 days of annual leave within the week signed for.
2. Any leave applied for less than forty-eight (48) hours in advance will be considered by management and granted when practical. All other leave applications shall be considered by management and granted when possible.
3. Carriers on leave shall not be used as a reason for denial of a clerk's leave.

Management will provide the employee with an answer to their request as soon as possible, but no later than two (2) days after the request for the leave, unless circumstances prevent such advance notice.

#### C. Vacated Annual Leave

Clerks may withdraw from signed annual leave slots for any reasons or to sign for vacated sign-up slots. They must notify supervision as soon as practicable. The vacated period will then be posted for ten (10) days if possible. If circumstances do not permit at least a five (5) day posting, the slot will not be considered available for bidding. The leave will be granted on the basis of seniority beginning with those junior to the clerk vacating the period with the required annual leave.

#### D. Leave Documentation

Employees must submit leave request on PS Form 3971 for all leave scheduled or unscheduled before he/she goes on leave, except for documented emergency leave. The employee must submit a duplicate copy if he/she wishes a written response for their records.

### **Item 20 – Whether annual leave to attend Union activities requested prior to determination of the choice vacation schedule is to be part of the choice vacation period.**

Annual leave to attend official union activities shall not be part of the choice vacation period. The Union will notify management as far in advance as practicable so that proper scheduling planning can be made. Management shall make every effort to approve Form 3971, consistent with the needs of the service.

## **ARTICLE 11 – HOLIDAYS**

### **Item 13 – The method of selecting employees to work on a holiday**

#### Section 1

A list will be posted for each holiday period so that FTR employees may indicate their desire to work on their holiday or their designated holiday or their non-scheduled work day.

## Section 2

Employees shall be scheduled in accordance with the following: non volunteers shall not be utilized prior to the scheduling of all other volunteers to the maximum extent possible, even if the payment of overtime is required. The pecking order must be followed regardless of whether the scheduling will result in an employee(s) receiving overtime pay.

1. Part-Time Flexible employees who have volunteered to work by seniority.
2. All Full-Time and Part-Time Regular employees who possess the necessary skills and have volunteered to work on the holiday or their designated holiday.
3. Postal Support Employees who have volunteered to work by seniority.
4. All other Full-Time and Part-Time Regular volunteers by seniority.
5. Postal Support Employees who have not volunteered to work by juniority.
6. Part-Time Flexible employees who have not volunteered to work by juniority.
7. Full-Time and Part-Time Regular employees who have not volunteered, by juniority, to work their holiday.
8. All other Full-Time and Part-Time Regular employees who have not volunteered, by juniority, to work their non-scheduled day.

## Section 3

Employees on light/limited duty will be scheduled to work in accordance with the above order provided the work is within their limitations.

No employee shall be scheduled to work on his/her holiday in conjunction with scheduled Annual Leave unless he/she volunteers by signing the holiday list.

## **ARTICLE 12 – PRINCIPALS OF REASSIGNMENT**

### **Item 18 – Identification of assignments comprising a section, when it is proposed to reassign within an installation employees excess to the needs of a section**

The entire installation shall comprise a section for purposes relating to this section, under provisions of Article 12.

## **ARTICLE 13 – LIGHT DUTY**

### **Item 15 – Number of light duty assignments to be reserved**

Light duty assignments, none, although clerks shall be afforded every reasonable opportunity to work if there is light duty work available The installation head or his/her designee shall make every attempt to make adjustments in normal assignments to provide light duty, provided such action does not work to the detriment of another employee.

### **Item 16 – The method to be used in reserving Light Duty assignments**

### **Item 17 – Identification of assignments that are to be considered light duty within each craft represented in the office**

## **ARTICLE 14 – SAFETY AND HEALTH**

### **Item 3 – Guidelines of Curtailment or Termination or Postal Operations**

1. In the event of civil disorders, extreme conditions, other emergencies, or bomb threat, Management SHALL act promptly to alleviate any situation which endangers the well-being of postal employee or employees.
2. If an employee is outside the office and management communications regarding the emergency cannot be received in a timely manner, it will be considered natural for the employee to determine the proper course of action to take, based upon good judgment. If and when that decision has been made, the employee will communicate with management as soon as possible.
3. In the event that no management personnel are in the Post Office the senior employee on the floor shall have full authority.
4. If any of the above, the employer SHALL notify a union official on duty of the action taken.

## **ARTICLE 20 – PARKING**

### **Item 19 – The assignment of employee parking spaces**

Parking for craft employees in excess of USPS needs will be on a first- come first served basis. The use of on premise parking is a privilege not a right.

### **Item 21 – Other items subject to local negotiations**

### **Item 22 – Local implementation**

#### Section 1 – Seniority Lists

A new seniority list shall be posted on the official bulletin board and copy to the Union no more than 30 days after a change.

#### Section 2 – Reposting (s) and/or a Change in Duty Assignments

A change in duty assignment as specified below shall require reposting:

Any addition and/or deletion of assigned schemes.

Any cumulative change in starting time of more than one (1) hour (2 hours in the Maintenance craft).

#### Section 3 – Place of Posting

Clerical and maintenance vacancies shall be posted on the official bulletin board and a copy mailed to the Union.



Section 4 – Length of Posting

Notice of clerical vacancies in the clerical craft shall remain posted for seven (7) calendar days.

Section 5 – Notification

Wherever reference is made in this Local Memorandum of Understanding or the Collective Bargaining Agreement to the Steward, Local President, or Union, the parties agree that notice shall be sent to the regular mailing address of the Portland Oregon Area Local with a courtesy copy provided to the local steward.