

Memorandum of Understanding

Between

**The United States Postal Service
Banks, Oregon 97106**

And

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

2010 – 2015

This Memorandum of Understanding, entered into in the month of September 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.

Greg Willis, Chief Negotiator
United States Postal Service
AFL-CIO

Joe Cogan, Chief Negotiator
American Postal Workers Union,
Portland Oregon Area Local

Date: _____

Date: _____

Item & Art #	Issue
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

Clerks 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

The basic work week shall have fixed days off, as far as practicable the five days shall be consecutive days within the service week, or other schedules may be established depending upon the needs of the service. The above shall not apply to part-time and transitional employees.

Section 2

Notice of 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

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

A. Duration of Total Vacation Period

The total vacation period will begin with the first week of January and continue through the last week in November. There will be a minimum of one clerk per week allowed off during the total vacation period.

B. Time Limitations For Sign-Up

1. Vacation sign-up will be by seniority and commence on the 1st of December. Each employee will be notified by the union of the date for sign-up at least one 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. Vacation signups to be completed by the start of the annual leave year.

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.

Employees are expected to take their vacations during the time they scheduled unless some reasonable conditions prevent them from doing so.

D. Trades

Trading of vacation periods will not be allowed.

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

The choice vacation period shall run from the first full week in January and continue through the last full week in November to include the Thanksgiving holiday.

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

The signed vacation, unless otherwise agreed to, will begin on Monday.

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 the following procedure will be followed:

- A. Employees who earn thirteen (13) days annual leave per year may, at their option, sign for up to 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.
- B. Employees who earn twenty (20) to twenty-six (26) days annual leave per year may, at their option, sign for up to fifteen (15) days of continuous annual leave or may sign for two (2) selections, the total not to exceed fifteen (15) days.

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

1. Management will make a concerted effort to maximize delegates' leave during the days of the National Convention based on management's decision of the needs of the Postal Service.
2. Attendance at the convention shall be charged to the choice vacation period.
3. The union will notify management as far in advance as practicable so that proper consideration can be made.
4. Any employee called for jury duty during their scheduled leave is eligible for another period during the available leave year provided it does not deprive another employee of taking their scheduled leave.

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

At least one (1) clerk will be granted available leave each week during the choice period during the sign-up period except as defined in Section 4.A.

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

The leave calendar will be posted by November 15th each year, showing available leave slots for the new leave year.

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 by November 1st.

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

A. Second Annual Leave Sign-Up

During the second leave sign-up go around, clerks will be allowed to sign-up for their remaining earned leave balance for that year, in units of not less than one (1) week, on any remaining slots.

B. Application for Other Annual Leave

Requests for annual leave other than scheduled leave shall be made on PS Form 3971. Awarding of the leave shall be on a first come-first served basis after considering the needs of the service. Management will provide the employee with an answer to their request as soon as possible, but no later than one (1) day after the request of 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.

D. Leave Documentation

Employees must submit leave request on PS Form 3971 for all leave scheduled or unscheduled before the clerk 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.

E. Military Leave

In the event that a vacation slot is vacated by another employee for the week in which military duty has been scheduled, the vacancy will not be posted.

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.

ARTICLE 11 – HOLIDAYS

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

A. Holiday Lists

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

B. Employee Selection

If selecting employees to work on holiday periods, the following order will be used for scheduling:

1. All Postal Support Employees and Part-Time Flexible employees to the extent needed even if payment of overtime is required.
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. Full-Time and Part-Time Regular volunteer employees, by seniority, whose scheduled non-work day falls on the holiday and who possess the necessary skills, even though the payment of overtime is required.
4. Full-Time and Part-Time Regular employees who have not volunteered to work their holiday, by juniority on a rotating basis.
5. Full-Time and Part-Time Regular non-volunteer employees whose scheduled non-work day falls on the holiday and who possess the necessary skills, even though the payment of overtime is required, by juniority on a rotating basis.

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 the provisions of Article 12.

ARTICLE 13 – LIGHT DUTY

Item 15 – Number of light duty assignments to be reserved

If a clerk is unable to physically perform their regular assignment, as certified by a medical doctor, they shall be offered available light duty assignments upon the employee's written request to the installation head.

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

The identification of assignments will be on an as needed basis and subject to all applicable rules and regulations.

ARTICLE 14 – SAFETY AND HEALTH

Item 3 – Guidelines of Curtailment or Termination or Postal Operations

The decision for curtailment or termination of Postal Operations to conform to the orders of local authorities or local conditions warrant because of emergency conditions, shall be made by the installation head. When the decision has been reached to curtail Postal Operations, management shall notify the employees as quickly as possible. Management will notify the union of such determination as soon as possible.

ARTICLE 20 – PARKING

Item 19 – The assignment of employee parking spaces

Parking for craft employees will be on a first-come first served basis if available.

Item 21 – Other items subject to local negotiations

Item 22 – Local implementation

Section 1 - Seniority

Seniority will be in accordance with provisions in the National Agreement. The clerk seniority list will be revised as needed each November for the annual leave chart, and given to the union steward.

Section 2 - Posting and Bidding

1. A change in duty assignment as specified below shall require reposting:
 - a. Any change in essential scheme assignment in excess of twenty (20) minutes.
 - b. The addition of any schemes to assignments where schemes were not previously assigned.
2. Any change proposed by management in a starting time of more than one (1) hour per contract, shall require reposting except upon agreement between the Union and management not to repost.

Section 3 – Place of Posting:

Clerical vacancies shall be posted on the official bulletin board and this shall constitute notice to the Union, except in the absence of a union steward, a copy will be mailed to the union office.

Section 4 – Length of Posting:

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

Section 5 – Withdrawing Bids:

Any employee submitting a bid on a vacant or newly established duty assignment shall be able to cancel their bid, in writing to the installation head, up to and including the last day that bids are to be accepted.

Section 6 – Placement

The results of the posting and the placement in the bid position will be in accordance with provisions in the National Agreement.

Section 7 – 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.