

Memorandum of Understanding

Between

**The United States Postal Service
Boring, Oregon 97009**

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.

Dean Jack, Chief Negotiator
United States Postal Service

Daniel Cortez, Chief Negotiator
American Postal Workers Union, AFL-CIO
Portland Oregon Area Local

Date: _____

Date: _____

| Item & Art # | Issue |
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| 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 |
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| 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. |
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ARTICLE 8 – HOURS OF WORK

Item 1 – Additional or longer wash-up periods

Reasonable wash up time shall be granted to all employees performing dirt work or work with toxic materials. Management shall comply with all USPS directives regarding wash ups for biochemical and infectious disease.

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 work week days shall be consecutive days.

Section 2

Management shall consult with the Local President or his/her designee prior to posting, reposting or changing any Traditional Full Time duty assignment schedule to a rotating basic work week schedule, Non Traditional Full Time or the creation of a newly established Non Traditional Full Time duty assignment. The Union shall be provided all supporting documentation for the need of a fixed/rotating or non-traditional full time assignment.

Section 3

Every effort shall be made to provide the maximum number Traditional Full Time duty assignments with Monday through Friday basic work weeks consistent with the operational needs.

Section 4

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

Section 1 – Total Vacation Period

The total vacation period to be included on the annual leave schedules shall run from the first day of the first full pay period of the calendar year up to the first full pay period of the following calendar year, excluding the period beginning the first full week of December through the end of the week in which December 23rd falls.

Section 2 – Full Weeks

During the Annual Leave signing period employees' selections must be in units of full basic work weeks.

Section 3 – Leave Schedules

There will be one leave schedule for each craft represented by the APWU. There will be a minimum of one vacation sign-up each week during the total vacation period.

Section 4 – Presentation Procedures

Both parties agree to cooperate to complete the Annual Leave sign-up.

Vacation sign-ups will be by seniority and commence on the 15th day of November. All signing for scheduled vacation shall be completed prior to the beginning of the New Year. 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, the employee shall be given twenty-four (24) 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 the employee who has been notified it is their turn to sign.

In the event that an employee will be on leave during his/her selection vacation sign-up, such employee must leave a prioritized list of their desired weeks.

Section 5 – Taking Leave as Scheduled

Employees are expected to take their scheduled annual leave during the week signed for.

Section 6 - Withdrawing

If an employee needs to withdraw from the vacation period signed for on the leave schedule, notification shall be submitting in writing to the employee's supervisor. Vacated period(s) shall be posted as soon as they become vacant. Periods vacated due to resignations and/or retirements shall also be posted as soon as they become vacant.

The vacated period(s) will be made available for choice on seniority basis to the employees within the applicable craft list.

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

The choice vacation period shall run for 22 consecutive weeks starting with the third full week in May. In addition, the weeks identified as spring break in Oregon, the week in November including Thanksgiving.

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. 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 annual 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

In a convention year, Management will allow one (1) delegate from each APWU Represented Crafts to the Oregon State Convention and one delegate from each APWU Represented Crafts to the National Convention additional leave not to be included in the Choice Period.

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

During the choice vacation period there will be a maximum of 15% of the employee complement allowed off in each leave schedule. Choice annual leave sign-ups will be evenly divided, rounding up if necessary and will be determined based on the number of employees and in accordance with Article 10, Section 3.D of the National Agreement.

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

The signing of the annual leave roster shall be recognized as the official notification of scheduled leave. The posting of the leave schedule shall provide employees notice of their vacation schedule.

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

Section 1 – Scheduling Additional Leave during Sign-Up Period

On the second round of sign-ups the employees, by seniority may sign for any remaining amount of annual leave they will earn during the leave year, if they so desire. The selections must be full work weeks. Selections may be either within any remaining spaces in the choice vacation period or in spaces outside the choice vacation period.

Section 2 – Application for Other Leave

Each employee shall be responsible for reducing annual leave for the following year to not more than the 440 hours maximum allowed. After all employees have had all of the opportunities to schedule their vacations for the following year; any additional leave needs of the employee shall be subject to the following procedures:

1. Employees may sign on a first-come, first-serve basis for those weeks remaining on the leave schedules subject to work conditions. Employees must have previously uncommitted annual leave for each week for which they sign. If management has not notified the employee of the specific reason for denying the leave within seventy-two (72) hours of the request the leave must be approved.
2. For all other reasons outside of or in addition to the allotted vacation slots, employees requiring leave of any length, will contact his/her immediate supervisor and request the leave. The employee is responsible to insure that the immediate supervisor acknowledges receipt of their request (via a signed PS Form 3971). At the employees request a copy of the Form 3971, initialed by the supervisor, shall be given to the employee at the time of the request. The immediate supervisor shall evaluate the request considering the needs of the Postal Service and the welfare of the individual employee. The supervisor shall determine whether or not the employee can be granted the leave and shall inform the employee as soon as possible, but in no event later than seventy-two (72) hours after the request is received. Where no action was taken within this period, the request for such period must be approved.

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

Section 1

To determine which employees wish to volunteer to work during the holiday scheduling period, management will post lists for employees to sign for two (2) weeks prior to the posting of the holiday schedule.

Section 2

Employees shall be scheduled in accordance with the following. Non volunteers shall not be utilized prior to 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 penalty pay.

1. Part-Time Flexible employees to the maximum extent possible, even if the payment of overtime is required, 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 their holiday or their designated holiday, by seniority.

3. Postal Support Employees
4. Part-Time Flexible employees who have not volunteered to work, by inverse seniority.
5. All other Full-Time and Part-Time Regular employees who possess the necessary skills and have volunteered to work on their non-scheduled day, by seniority.
6. Full-Time and Part-Time Regular employees who do not volunteer on what would otherwise be their holiday or designated holiday, by inverse seniority.
7. All other Full-Time and Part-Time Regular employees who do not volunteer on what would otherwise be their non-scheduled day, by inverse seniority.

Section 3

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

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 Boring Postal Installation shall comprise a section.

ARTICLE 13 – LIGHT DUTY

Item 15 – Number of light duty assignments to be reserved

The number of permanent light duty assignments will be determined based on need and on applicable laws and USPS regulations. The Union shall be notified when a light duty reassignment is made to an APWU represented craft from any other craft.

A suitable and reasonable number of temporary light duty assignments will be provided for by the employer when needed.

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

The installation head or his designee shall give careful attention to requests for light duty and will make every attempt to make adjustments in normal assignments to provide light duty provided such action is not to the detriment of any employee on a regular assignment.

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 laws and regulations.

ARTICLE 14 – SAFETY AND HEALTH

Item 3 – Guidelines of Curtailment or Termination or Postal Operations

If Management is contemplating the possible curtailment or termination of operations, it shall keep the employees advised of the general state of those deliberations. The local Union shall also be notified as soon as practicable. All decisions made will be with the utmost regard to the safety and welfare of postal employees.

Management will supply the Union with an updated copy of the Boring Post Office Emergency Contingency Plan as they become available.

ARTICLE 20 – PARKING

Item 19 – The assignment of employee parking spaces

Parking spaces in excess of USPS needs will be made available on a first-come first-serve basis.

Item 21 – Other items subject to local negotiations

Section 1 – Bulletin Boards

A bulletin board shall be assigned for the exclusive use of the APWU in each facility.

Section 2 – Postal Support Employees

The Union shall be notified whenever a Postal Support Employee is qualified on window duties.

When the opportunity exists to opt for one or more vacancies the assignment(s) shall be posted on the official bulletin board for a period of no less than 10 days unless otherwise agreed to by the Union and Management. The Postal Support Employee shall notify the Postmaster or their designee and receipt of the notification shall be given to the employee. The Union shall be notified of all assignments to be filled by opting.

Item 22 – Local implementation

Section 1 – Seniority Lists

A new seniority list shall be posted on the official bulletin board and copy provided 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 vacancies in the Clerk Craft shall remain posted for ten (10) calendar days.

Section 5 – Notification

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