

# **Memorandum of Understanding**

**Between**

**The United States Postal Service  
Canby, Oregon 97013**

**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.

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Jami Goodpaster, Chief Negotiator  
United States Postal Service

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Joe Cogan, Vice President  
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**

Reasonable wash up time shall be granted to all employees. Management shall comply with all 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. Duty assignments with rotating days off may be established by mutual agreement.

#### Section 2

Management shall consult with the Local President or his/her designee thirty(30) days 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. It is understood by the parties that consultation requires a meeting and that final decisions must be based on the results of such meetings. The Union shall be provided all supporting documentation for the need of a fixed/rotating or non-traditional full time assignment. In the event no agreement is attained, the issue is subject to the grievance procedure or the ADRP.

#### 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. Management will notify, in writing, the Local Union President, and meet with the Union, prior to reposting vacant assignments that change the basic work weeks, consecutive days off, or loss of weekend days off. Weekend days off are described as, Saturday/Sunday, and Sunday/Monday.

#### Section 4

The Union President or his/her designee shall be notified in advance of any Postal Support Employee (PSE) being assigned to any preferred duty assignment.

#### Section 5

No employee will be required to report to work with less than an eleven (11) hour rest period between tours, excluding employees on the Overtime Desired List.

#### Section 6

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. Total Vacation period

The total vacation period to be included on the annual leave schedule shall be from when the leave year begins through the last full week of November.

B. Full Weeks

Employee selections must be in units of full weeks.

C. Taking leave as scheduled

Employees are expected to take their scheduled annual leave during the week signed for. The employee, with two weeks notification to their supervisor on Form 3971, may elect to use a minimum of 3 days of annual leave within the week signed for. Holiday and scheduled days off are excluded and shall not be counted as annual leave days. The usage and granting of less than 3 days leave will be considered a withdrawal and counted as incidental.

D. Withdrawing from signed vacation periods

If an employee needs to withdraw from the vacation period signed for on the leave schedule, a written request will be submitted no later than two weeks prior to the start of his/her vacation start date, to the immediate supervisor. Vacated weeks shall be posted on the union bulletin board until the Wednesday prior to the leave starting date and offered to the next junior clerk and so on as soon as they become vacated.

E. Vacation sign up will begin on November 1<sup>st</sup>.

F. Management will provide a vacation sign up sheet to the senior clerk, who will pass it to the next junior clerk when completed. Each clerk will have two (2) days to fill in the vacation sign up sheet and then the opportunity will pass to the next senior clerk.

G. The official vacation sign up sheet will be posted on the Union bulletin board in the employee break room.

H. When an employee's turn comes up for vacation sign up and they will be off work for more than two days, management will send them a copy of vacation sign-up sheet to fill in and return.

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

The choice vacation period shall begin the first week of the leave year and conclude the last full week of the leave year excluding the week following Thanksgiving through the last full week in December.

**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

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

- A. Employees may, at his/her options make two selections during the first sign up in units of one, two or three weeks, the total not to exceed the National Agreement , Article 10, Sect.3.d.
- B. During the second sign up an employee may sign for the remainder of their earned annual leave for that leave year.

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

- A. In a convention year management shall allow this installation to be represented at the State and/or National APWU convention by blocking out the necessary days for one clerk to attend.
- B. Jury Duty: An employee who is called for jury duty during his/her scheduled vacation period is eligible for a like number of vacant weeks.

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

The maximum number of employees who shall receive leave each week during the choice vacation period shall be one (1).

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

The posting of the vacation sign-up sheet on the Union bulletin board shall be the official notice of approved annual leave.

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

The employer shall post the date of the beginning of the new, leave year on the Union Bulletin board no later than November 1<sup>st</sup>.

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

Section 1 – Application for Other Leave

After all employees have had all of the opportunities (meaning the junior employee has had their opportunity to sign on the second go around) to schedule their vacations for

the following year; any additional leave needs of the employee shall be subject to the following procedures:

- A. Employees may sign on a first-come, first-serve basis for those weeks remaining on the leave schedules. Employees must have 40 hours (32 hours for a week containing a holiday) of previously uncommitted annual leave for each week for which they sign. Requests will be approved subject to work conditions.
- B. An employee, two (2) weeks prior to the posting of the schedule may with the notification to their supervisor on a form 3971, in duplicate, elect to use 3-5 consecutive days of annual leave within the week signed for.
- C. For emergency reasons of any length and for advance requests for personal reasons of up to one (1) week, the employee will contact his 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 the end of the tour on the work day following the day on which the request was made. 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. Full-Time and Part-Time Regular employees who have volunteered to work on their holiday or their designated holiday, by seniority.
2. Part-Time Flexible employees who have volunteered to work by seniority.
3. Postal Support Employees who have volunteered to work, by seniority.
4. All other Full-Time and Part-Time Regular employees' volunteers, by seniority.
5. Postal Support Employees who have not volunteered to work by inverse seniority.

6. Part-Time Flexible employees who have not volunteered to work, by inverse seniority.
7. Full-Time and Part-Time Regular employees who have not volunteered to work their holiday, by inverse seniority.
8. Full-Time and Part-Time Regular employees who have not volunteered to work 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 installation shall comprise a section for the purposes relating to this 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 the need and applicable laws and 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 will be provided for by the employer when needed.

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

Light duty assignments shall be established by mutual agreement when the need arises.

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

The installation head or his designee shall give careful attention to requests for light duty and will make every effort to make adjustments in normal assignments to provide light duty provided such action does not work to the detriment of any other employee.

## ARTICLE 14 – SAFETY AND HEALTH

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

In the event of Acts of God, civil disorders, extreme weather conditions, wholesale closings of businesses, public transportation being sharply curtailed, bio hazard or bomb threats or any other emergencies management will determine whether conditions are such that postal operations should be curtailed, suspended or terminated, taking into account the advice and restrictions of local civil authorities and the safety and welfare of Postal Employees.

Management shall work with APWU Union officials in the effort to protect the safety and welfare of employees and shall notify said officials of any determination to curtail operations as soon as is practicable.

## ARTICLE 20 – PARKING

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

The employer shall continue to provide parking spaces for bargaining unit employees. Employee parking spaces shall be filled on a first-come, first-serve basis.

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

#### 1. Bulletin Board

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

#### 2. Postal Support Employees

The Union shall be notified whenever a Postal Support Employee is qualified for 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.

#### 3. Form 1723

Effective June 2012 Form 1723 shall reflect the supervisor or vacancy relieved.

#### 4. Breaks

Normally breaks shall be taken every two hours but in no case shall an employee be required to work 3 hours without a break or lunch.

### Item 22 – Local implementation

#### A. 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.



B. 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).

C. Place of Posting

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

D. Length of Posting

Notice of clerical vacancies in the clerical craft shall remain posted for ten (10) calendar days.

E. Withdrawing Bids

Any employee submitting a bid on a vacant or newly established assignment shall be able to cancel his/her bid up to and including the last day that bids are accepted.

F. Placement

The successful bidder must be placed in the new assignment within fourteen (14) days but not later than twenty-one (21) days except in the month of December.

G. 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.