

Memorandum of Understanding

Between

**The United States Postal Service
Estacada, Oregon 97023**

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.

Dean Jack, Chief Negotiator
United States Postal Service

Brian Dunsmore, President
American Postal Workers Union, AFL-CIO
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

When an employee performs dirty work or works with toxic materials the employee will be allowed reasonable wash-up time and in accordance with all national directives.

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

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

1. Total Vacation Period

The vacation period to be included in the annual leave schedule shall be the entire calendar year, excluding the period beginning with the first full week in December to December 24th.

2. Full Weeks

During the annual leave signing period employees selections must be in units of full weeks.

3. Taking Leave as Scheduled

Employees are expected to take their leave during the time they scheduled it unless some reasonable condition prevents them from doing so.

4. Time Limitation for Completing 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.

5. Leave Schedules

Their will be one leave schedule for each craft represented by the APWU.

6. Withdrawing from Signed Vacation Periods

When an employee needs to withdraw from the vacation period signed for on the leave schedule, a written request will be submitted to their immediate supervisor. Such written requests shall be submitted as far in advance as possible. Any periods vacated due to resignation and/or retirements shall also be posted as soon as they become vacant.

- A. Annual leave vacancies created by withdrawals, with two weeks advance notice will be posted for bid no later than the next business day. The week will be awarded on a seniority basis.
- B. The employees desiring the vacated period must have unscheduled leave credits, or should they not have enough unscheduled leave credits the employee must withdraw from previously scheduled leave in conjunction (at the same time) with the remittance of the new request.
- C. Employees withdrawing from signed vacation period(s) will give at least seven (7) days prior notice to the beginning of the vacated period(s) unless reasonable conditions determine otherwise.
- D. Employees withdrawing from signed vacation period(s) cannot withdraw until the end of the second round of the signing of scheduled vacation.

7. Availability of Leave Schedule

The official vacation sign-up list will be posted on the official bulletin board. The employees and/or shop steward may review the official list at any time subject to work conditions.

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

The choice vacation period will be the total vacation period as defined in Item 4.1.

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

The vacation period shall start on Sunday and run through Saturday.

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

Employees will not be limited to only 2 selections during the annual leave signing period.

During the first round of signing by seniority for annual leave the following procedure will be followed:

1. 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.
2. 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.
3. The first round of signing is not limited to signing within the choice vacation period only.

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 40 hours (32 hours for a week containing a holiday). Selections may be within any remaining spaces in the choice vacation period.

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

Convention Leave

Attendance at National and State Conventions shall be charged to the choice vacation period. The leave for National and State conventions shall be blocked off to insure the delegates may be granted leave in accordance with Article 24, Section 2.B of the National Agreement.

Jury Duty

An employee who is called for jury duty during his/her choice vacation period is eligible for a like number of open weeks.

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 minimum of one (1) slot available each week for the leave year.

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

After the leave chart is completed, a copy will be posted for the duration of the leave year. The posting of the completed leave chart 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 post the date of the beginning of the new leave year on the official bulletin board no later than November 1st.

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

Application for Other Leave

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. 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 and the welfare of the employee.
2. In the event two (2) employees submit a request on the same date, for the same date, the priority will be given to the senior employee.
3. An employee, two (2) weeks prior to the posting of the schedule may with the notification to their supervisor on a Form 3971, elect to use 3-5 consecutive days of annual leave within the week signed for.
4. For advance incidental leave requests for personal reasons, 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 employee's 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 will determine, subject to working conditions, and the welfare of the employee, whether or not the employee can be granted the leave and shall inform the employee as soon as possible, but no later than scheduling Wednesday.
5. Advanced incidental leave requests will be accepted up to 90 days in advance, unless some reasonable condition allows for a longer period.
6. Awarding of annual and/or leave without pay, in amounts of less than eight (8) hours on a daily basis shall be on a first-come, first-serve basis and shall be handled independently of scheduled annual leave.

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 to the extent possible, who have volunteered to work, by seniority.
4. Postal Support Employees who have not volunteered to work by inverse seniority.
5. Part-Time Flexible employees who have not volunteered to work, by inverse seniority.
6. 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.
7. Full-Time and Part-Time Regular employees who do not volunteer on what would otherwise be their holiday or designated holiday, by inverse seniority.
8. 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 installation of the Estacada Post Office shall comprise a section.

ARTICLE 13 – LIGHT DUTY

Item 15 – Number of light duty assignments to be reserved

The number of permanent/temporary light duty assignments will be determined based on need and on 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.

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 attempt to make adjustments in normal assignments.

ARTICLE 14 – SAFETY AND HEALTH

Item 3 – Guidelines of Curtailment or Termination of Postal Operations

The decision for curtailment or termination of Postal Operations to conform to the orders of local authorities, or as local conditions warrant because of emergency conditions, shall be made by the installation head. The installation head will take into account the welfare of postal employees. When the decision has been reached to curtail Postal Operations, to the extent possible, management will notify the union and seek the cooperation of local radio and television stations to inform employees.

Management will supply the Union with an updated copy of the Estacada 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 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

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 3 – Length of Posting

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

Section 3 – 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.