

Memorandum of Understanding

Between

**The United States Postal Service
Gladstone, Oregon 97027**

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.

Robert Carvelli, 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
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

The practice of granting reasonable wash-up time shall continue in effect. Management shall comply with all directives regarding wash up 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

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 Friday/Saturday, Saturday/Sunday, and Sunday/Monday.

Section 4

No employee will be required to report to work with less than a twelve (12) hour rest period between tours, excluding employees on the Overtime Desired List.

Section 5

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 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 first three (3) full weeks in December.

2. Full Weeks

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

3. Leave Schedules

There will be one leave schedule for each craft represented by the APWU. There will be a minimum of one (1) clerk per week allowed off during the total vacation period.

4. Presentation Procedures

Both parties agree to cooperate in order to complete the Annual Leave sign-ups in the most expeditious manner possible. It is agreed that the union will manage the circulation of the annual leave sign-up calendar for the office.

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 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 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. 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 consecutive 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 (see below) and counted as incidental leave.

6. Withdrawing

If an employee needs to withdraw from the vacation period signed for on the leave schedule, notification shall be submitted in writing to the employee's supervisor. The supervisor will provide notice to the APWU designee within a reasonable period. 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, beginning with those junior to the employee vacating that period.

7. 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 basic work weeks. Selections may be either within any remaining spaces in the choice vacation period or in spaces outside the choice vacation period.

8. 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:

Employees may sign on a first-come, first-serve basis for those weeks remaining on the leave schedules. Employees must have previously uncommitted annual leave for each week for which they sign. An employee with two (2) weeks notification to their supervisor on a Form 3971 may elect to use 3-5 days of Annual Leave within the week signed for.

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 the end of the tour on the work day following the day on which the requests was made. Where no action was taken within this period, the request for such period must be approved.

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 schedule annual leave.

9. Availability of Leave Schedule

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

10. Leave for A.P.W.U. Officers

The full-time General President and Vice President of the Portland, Oregon Area Local APWU shall be permitted to be absent on leave without pay up to the maximum time allowed by leave regulations of the U.S. Postal Service.

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

The choice vacation period shall start with the last Monday in March through the last full, week in September and shall include the week of Thanksgiving.

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

The 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.

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

1. Employees who earn thirteen (13) days annual leave per year may, at their option, sign for the (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. Splitting weeks shall not be allowed on the- first sign-up.
2. Employees who earn twenty (20) to twenty-six (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.
3. The first round sign-up for vacation shall be limited to 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

In a convention year, Management will allow up to one (1) dele- gate from the Clerk Division to the Oregon State Convention and up to one (1) delegate from the Clerk Division to the National Convention. Time will be bracketed out of Choice Vacation Period or the Vacation Period if employees are going to use these periods of time from the office.

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 within the choice vacation period when practicable. The affected sign-up period shall be handled in accordance with Article 10, Section 3.4.G. (Withdrawing from Signed Vacation Periods) of this memorandum.

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 in accordance with the following formula:

One (1) to ten (10) craft employees.... 1

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 post the date of the beginning of the new leave year on the official union bulletin board no later than November 1.

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

On the second sign-up, the employee may sign for any amount of annual leave that they have earned during the leave year, if they so desire. They will sign by seniority for the time desired on the lists either within any remaining spaces in the choice vacation period or in any spaces on the list outside the choice vacation period. Each employee shall be responsible for reducing annual leave for the following year to not more than the 440 hours maximum allowed.

ARTICLE 11 – HOLIDAYS

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

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.

Employees shall be scheduling 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. All Full-Time Regular employees who possess the necessary skills and have volunteered to work on their holiday or their designated holiday, by seniority.
2. Part-Time Flexible employees to the maximum extent possible, even if the payment of overtime is required, who have volunteered to work 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. All other Full-Time Regular employees who possess the necessary skills and have volunteered to work on their non-scheduled day, by seniority.
6. Part-Time Flexible employees who have not volunteered to work, by inverse seniority.
7. All other Full-Time Regular employees who do not volunteer to work on what would be their holiday, by inverse seniority
8. All other Full-Time Regular employees who do not volunteer on what would otherwise be their non-scheduled day, by inverse seniority.

Exception in Selection

No employee shall be scheduled to work on any holiday or day designated as their holiday in conjunction with scheduled annual leave unless they volunteer by signing the Holiday Volunteer 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 the Gladstone Post Office shall comprise the 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 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

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 APWU Bargaining Unit employees, provided such action is not to the detriment of any employee on a regular assignment. Prior to the denial of any light duty request the Union shall be contacted and a meeting will be scheduled expeditiously in order to explore alternative methods.

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

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

ARTICLE 14 – SAFETY AND HEALTH

Item 3 – Guidelines of Curtailment or Termination or Postal Operations

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

All decisions made will be with the utmost regard to the safety and welfare of Postal employees. Management will notify the Union of such determination as soon as possible.

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

ARTICLE 20 – PARKING

Item 19 – The assignment of employee parking spaces

The employer shall provide parking spaces for bargaining unit employees when additional spaces become available. Employee parking spaces shall be filled on a first-come, first-serve basis.

Item 21 – Other items subject to local negotiations

ARTICLE 17 – REPRESENTATION

1. Labor Management Committee Meetings

Meetings provided for in Article 17, Section 5 of the National Agreement of the Local Joint Labor Management Committee, shall be held upon mutual agreement. Meetings will be conducted on official time.

A. Agendas

The agenda for these meetings shall be provided by each party to, the other party at least five (5) days in advance of the scheduled date. Items not included on such agendas shall be discussed only by mutual consent of the parties.

B. Minutes

The minutes of these meetings will be issued within two (2) weeks after the date of the meeting.

2. Bulletin Boards

A Bulletin Board shall be provided for the exclusive use of the APWU in each facility.

3. Postal Support Employees

The Union shall be notified whenever a Postal Support Employee (PSE) qualifies 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 parties. PSE's interested in opting shall notify the Postmaster or 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.

4. Form 1723

Management shall prepare in advance PS forms 1723 for all 204b assignments and provide a copy to the Union. Effective June 2012 PS Forms 1723 shall reflect the supervisor or vacancy relieved.

5. Breaks

Normally, breaks shall be taken every two (2) hours but in no case shall an employee be required to work three (3) hours without a break or lunch.

Item 22 – Local implementation

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.

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).

3. Place of Posting

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

4. Length of Posting

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

5. Withdrawing Bids

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

6. 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.