

Memorandum of Understanding

Between

**The United States Postal Service
Gresham, Oregon 97030**

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.

Sylvia McDonough, Chief Negotiator
United States Postal Service

Anna Smith, Director of Associate Offices
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

Reasonable wash up time shall be granted to all employees prior to lunch break and at the end of their tour when they perform dirty or toxic work.

Item 2 – The establishment of a regular work week of five days with either fixed or rotating days off

Section 1

- A. The work week shall consist of five (5) consecutive days of work, with two (2) days off to the maximum extent possible.
- B. When newly created positions occur, input from the Union shall be considered on establishing fixed days off.
- C. Management shall give the Union advance information on any proposed permanent change in the work week, including any change in daily hours of work (whether for an individual assignment, all assignments in the work shift, or a group of assignments in the work shift).

Section 2

Management shall notify 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.

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 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

A. 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. A minimum of 15% per week will be provided in each annual leave schedule with the exception that during the month of December a minimum of one slot per week will be provided in each annual leave schedule.

B. Full Weeks

Employee selections must be in units of full weeks.

C. Taking Leave As Scheduled

Employees are expected to take their leave as scheduled unless some reasonable conditions prevent them from doing so. Vacation trades will be allowed as long as there is no objection to the trade by any employee adversely affected. Management and shop stewards will be informed sufficiently in advance to allow ample time to effect the trade in compliance with the above.

D. Time Limit For Completion Sign Up

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, said 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 employees who have been notified it is their turn to sign, but junior employees who have signed in the interim period shall not be required to relinquish the periods they have selected.

E. Leave Schedules

There will be a schedule for each craft employed in the Gresham Installation.

F. Application For Other Leave

After all of the employees have had all of the opportunities to schedule their vacations for the following year, any additional leave needs of the employee shall be in accordance with the following procedures:

1. Upon completion of the annual leave sign-ups, employees may sign on a first come, first serve basis for those weeks remaining open on the leave schedules. Employee must have previously uncommitted annual leave equal to the amount of days they elect to take. The employee with notification to their supervisor on a Form 3971 may elect to 1-5 days of annual leave within the week signed for. If the employee elects to use less than 5 days, the remaining days (excluding the first employee's scheduled days off) will be available for sign-up by other employees within the leave week. The cumulative total of leave allowed under this provision is not to exceed 5

days. Requests for weeks of leave not remaining on the schedule may be approved subject to work conditions. The leave request will be submitted no sooner than thirty (30) days prior to the service week for which leave is requested, and not later than the Monday prior to the service week for which leave is requested, unless some unforeseen condition prevents this. The employee shall be responsible for submitting a PS Form 3971 to their immediate supervisor or management representative. The requested leave will be approved or disapproved on or before the Wednesday prior to the service week for which the leave is required.

2. For emergency reasons requiring leave of any length and for advance requests for personal reasons of up to one (1) week, the employee will contact his/her immediate supervisor. The immediate supervisor will determine, subject to working conditions, 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 two (2) work days 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.
3. 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.

G. 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 to the immediate supervisor stating the reasons. Notification will be given to the steward within a reasonable time. 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.

1. The vacated period(s) will be made available for choice on seniority basis to the employees within the applicable craft list.
2. The employees desiring the period must have unscheduled leave credits.
3. Employees withdrawing from signed vacation periods(s) will give at least fourteen (14) days prior notice to the beginning of the vacated period(s) unless reasonable conditions determine otherwise.

H. Availability of Leave Schedule

The official vacation sign up list will be prominently posted in a locked enclosed bulletin board. It is the responsibility of management in conjunction with the Union representative to maintain an up-to-date Master Leave Schedule.

I. Presentation Procedures

A representative of the Union will be responsible for presenting the annual leave sign up roster to the employees in a seniority sequence. A current seniority list will be made available to all employees prior to the commencement of the annual leave sign up.

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

The designated choice vacation period shall be from the first full week in May through the second full week in October and shall include in addition, two weeks in March designated for spring breaks, and Thanksgiving week.

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

All vacations, unless specifically agreed to otherwise, will have Monday of a service week as the beginning day. PTF employees shall be assigned such fixed days off on those weeks selected as their vacation period(s) as to allow said employee seven (7) consecutive days off for each five (5) day unit selected as a full vacation week.

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:

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.

Employees will not be limited to only two (2) selections in the choice vacation period during the annual leave signing 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 up to one (1) delegate to the Oregon State Convention and up to one (1) delegate to the National Convention additional leave outside of the choice vacation sign up when

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 effected sign up period shall be handled in accordance with the provisions herein that govern withdrawing from signed vacation periods.

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

The maximum number of full time window clerk employees to be off in any given week during the choice period shall not exceed 50%.

During the choice vacation period 16% from the Clerk Craft and one (1) employee from the Maintenance craft shall receive leave during the choice vacation period.

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 application called for in the National Agreement.

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

On the second sign-up, the employee may sign for any amount of annual leave they will earn 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. On the third sign-up, employees may sign for any amount of annual leave they have accrued in addition to what they will earn, by seniority, for any weeks remaining on the annual leave schedules after the completion of the second round.

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.

Annual leave to attend Union conventions shall not be part of the choice 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. Postal Support Employees who have volunteered to work, by seniority.
3. All other Full-Time and Part-Time Regular employees' volunteers, by seniority.

4. Postal Support Employees who have not volunteered to work, by inverse seniority.
5. Full-Time and Part-Time Regular employees who have not volunteered to work their holiday, by inverse seniority.
6. 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 Gresham Post Office is considered a section for purposes relating to this item.

ARTICLE 13 – LIGHT DUTY

Item 15 – Number of light duty assignments to be reserved

A suitable and reasonable number of temporary light duty assignments will be provided for by the employer whenever possible. 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/her 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. Prior to the denial of any light duty request the Union shall be notified 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

- A. A light duty assignment is identified as any position, the duties of which would comply with the physicians' orders.
- B. No light duty assignment to crafts represented by the APWU shall be made without prior consultation with officials of the Local Union.

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 official 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 Gresham Post Office Emergency Contingency Plan as they become available.

ARTICLE 20 – PARKING

Item 19 – The assignment of employee parking spaces

Employee parking shall be on a first come first served basis.

Item 21 – Other items subject to local negotiations

1. Bulletin Boards

There shall be provided an official bulletin board for the exclusive use of the Union.

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 ten (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

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

Item 22 – Local implementation

1. Seniority Lists

A new seniority list shall be provided to the Union no more than 30 days after a change.

2. Reposting-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

Clerk and Maintenance Craft vacancies shall be posted on the official bulletin board and a copy mailed to the Union.

4. Length of Posting

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

5. Bids

Bids must be deposited in the proper locked receptacle provided. Bids shall not be opened before the posted closing time and date. An elected or appointed Union official shall witness the bid opening. Such official shall be designated by the Union.

6. 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.

7. Notifications

Wherever reference is made to the Steward, Local President, or Union in the Local Memorandum of Understanding or the Collective Bargaining Agreement, the parties agree that the referenced 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.