

Memorandum of Understanding

Between

**The United States Postal Service
Hillsboro, Oregon 97123**

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

William Martin, 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

Reasonable wash-up time shall be granted to all employees. 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

The regular work week for employees shall have fixed days off or rotating days at the option of the successful bidder. Management shall give the Union advance information on any proposed permanent change in the work week, including any change in daily work hours of work (whether for an individual assignment, all assignments in the work shift, or group in the work shift).

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.

The Maintenance Craft list shall provide for employees to sign by occupational group and level.

Overtime will be posted on Wednesday schedule whenever possible. When the need for overtime is unforeseen, notification will be provided to the employee (s) as soon as possible.

ARTICLE 10 – LEAVE

Item 4 – Formulation of local leave program

Section 1 – Total Vacation Period

The total vacation period will begin with the first week of January and continue through the last week in November.

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. The Maintenance Craft leave schedule will provide for leave sign-up by tour and level for personnel assigned to Custodial services and Building services.

Section 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 1st 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.

Section 5 – Taking Leave as Scheduled

Employees are expected to take their scheduled annual leave during the week signed for, unless some unforeseen emergency condition prevents them from doing so.

Section 6 - Withdrawing

If an employee needs to withdraw from the vacation period signed for on the leave schedule, notification shall be submitted to management as soon as practicable. The management representative will provide notice to the APWU designee. The vacated period (s) shall be posted for bid as soon as they become vacant, if possible for ten (10) days. The vacated period (s) will be granted on the basis of seniority beginning with the employee junior to the employee vacating the period with the required earned annual leave.

Periods vacated due to resignations and/or retirements shall also be posted as soon as they become vacant.

Section 7 - Trades

Trading of vacation periods will not be allowed.

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

The choice vacation period shall run from the first full week in May through the second week of October, plus Oregon Public Schools spring break week and Thanksgiving week.

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

1. 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.
2. No employee will be required to work overtime on either their non-scheduled day (s) off prior to or following scheduled leave. However, an employee may submit a written statement that he/she will volunteer to work overtime.

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 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 20 to 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.

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

1. Convention Leave

Attendance at State and National APWU Conventions shall not be charged to the choice vacation period.

2. Jury Duty

Employees on jury duty will not have this time charged to the choice vacation period.

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

At least two (2) Clerks will be granted leave each week during the Choice Vacation Period. At least one (1) Maintenance Craft employee will be granted leave during each week in 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 notification of scheduled leave. The posting of the leave schedule shall provide employees notice of their vacation schedule. It is agreed that the union will manage the circulation of the annual leave sign-up calendar for the office.

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

The employer shall post on the official craft bulletin board the schedule for the next annual leave year no later than October 1st.

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

A. Second Annual Leave Sign-Up

During the second leave sign-up go around, clerks will be allowed to sign-up for their remaining earned leave balance for that year, in units of not less than one (1) week, on any remaining slots.

B. Application for Other Annual leave

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

1. Signing for full weeks of annual leave remaining on the schedule list shall be granted on a first-come, first-serve basis.
2. For advanced request of up to one (1) week, the employee will submit a PS Form 3971 directly to the Postmaster or his/her designee. The Postmaster or his/her designee 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 tour on the work day of the Employee and/or the Postmaster (or designee) 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 provided it was submitted (7) days in advance.
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.

C. Leave Documentation

Employees must submit leave request on PS Form 3971 for all leave scheduled or incidental before the employee goes on leave, except for emergency leave. The employee must submit a duplicate copy if he/she wishes a written response for their records

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 activities shall 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. 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.
2. Postal Support Employees to the extent possible, who have volunteered to work, by seniority.
3. Postal Support Employees who have not volunteered to work by inverse seniority.
4. 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.
5. Full-time and Part-Time Regular employees who do not volunteer on what would otherwise be their holiday or designated holiday, by inverse seniority.
6. 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 shall comprise a section for purposes relating to this section, under the provisions of Article 12.

ARTICLE 13 – LIGHT DUTY

Item 15 – Number of light duty assignments to be reserved

The number of light duty assignments within the Clerk craft to be reserved for temporary or permanent light duty assignment will be determined through discussion and meetings between the Union and Management.

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

Light duty assignments shall be defined as assignments adapted to an individuals physical limitations and shall be those most similar to the employees regular assignment, based upon the employees qualifications and upon the medical restrictions as stated by a licensed physician.

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

The following assignments may be considered for light duty in accordance with the employees medical restrictions:

- a. Auxiliary office duties, secretarial functions.
- b. Postmarking, canceling, and facing mail.

- c. Letter case distribution.
- d. Miss-throw case distribution.
- e. Auxiliary window duties.
- f. Box section distribution.
- g. Any other Clerk Craft assignment that management determines to be in compliance with the employees restrictions.
- h. Assignments to other than Clerk Craft duties, if there is no reasonable Clerk Craft work available to meet the needs of the employee.

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 Hillsboro Post Office Emergency Contingency Plan as they become available.

ARTICLE 20 – PARKING

Item 19 – The assignment of employee parking spaces

Parking for craft employees will be on an office wide seniority basis.

Item 21 – Other items subject to local negotiations

1. Bulletin Boards

A bulletin board shall be assigned for the 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

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

Item 22 – Local implementation

Section 1 - Seniority Lists

A new seniority list shall be provided to the Union no more than thirty (30) days after a change. Seniority lists for each craft will be revised as needed each November for the annual leave chart, and posted on the official bulletin board

Section 2 - Reposting-Change in Duty Assignments

A change in duty assignment as specified below shall require reposting:

1. Any addition and/or deletion of assigned schemes.
2. Any cumulative change in starting time of more than one (1) hour in the Clerk Craft, two (2) hours in the Maintenance Craft).

Section 3 - Place of Posting

Clerk Craft and Maintenance Craft vacancies shall be posted on the official bulletin board, with copies provided to the steward and the Local Union office.

Section 4 - Length of Posting

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

Section 5 - Placement

The successful bidder must be placed in the new duty assignment within twenty-one (21) days.

Section 6 - 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.