

Memorandum of Understanding

Between

**The United States Postal Service
Lake Oswego, Oregon**

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.

Lance Shaver, 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 |
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| 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 |
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| 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. |
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| 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 installation head shall grant reasonable wash up time to those employees who perform dirty work or work with toxic materials. The amount of wash-up time granted each employee shall be subject to the grievance procedure.

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

Section 1

- A. The employee's normal work week is five (5) service days, each consisting of eight (8) hours, within ten (10) consecutive hours, except as provided in Article 8 section 1 of the National Agreement. As far as practicable the five days shall be consecutive days within the service week.
- B. When newly established duty assignments occur, input from the Union shall be considered on establishing fixed or rotating 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 in the work shift).

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

For the purposes of this section, each station shall be considered one section.

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 vacation period to be included in the annual leave schedule shall be the official USPS leave year.

B. Window Clerks

No more than two window clerks may sign for the same vacation week. Window clerks will be identified as those having "tills" assigned.

C. Presentation Procedures

Vacation sign-up shall start the first work day after November 1st. The top 3 clerks on the seniority list shall receive their vacation bid forms 10 days before the start. All other clerks will receive their bid forms at least 5 work days before November 1st. On each form in the upper left hand corner will be the last day the clerk may turn in their bid without losing their seniority rights. They will be posted on the leave board, in order of seniority. Beginning from the 1st day of bidding one clerk must turn in their bid by 10:00am on their due date; in person, by phone, or by 3rd person. All bids will be turned in to the designated person, in their office, who is to receive them. Clerks turning bids in after their due date will take what is available after the clerk whose turn it is for that day bids. The same set of rules will be used in the second round of bidding with the due date in the upper right hand corner. One clerk per day will be required to turn in their bid by 10:00am. Clerks turning bids in late will take what is available after the clerk whose turn it is for that day bids.

D. Withdrawing and Posting

Clerks may withdraw from signed for periods for special reasons and may bid for vacated periods. A vacated period will be posted for a 10 (ten) day period and granted on a seniority basis beginning with those clerks junior to the vacating clerk. This applies only to first sign up; vacated periods during the second sign-up will be available as incidental leave through proper application procedure, for periods of one day or more, on a first come, first serve basis. Vacated weeks of annual leave will not be posted for bidding if they are not vacated in sufficient time to permit a 10 (ten) day posting prior to the Wednesday preceding the service week in which the vacancy will occur. Weeks vacated with insufficient time to post may be awarded as incidental leave for periods of one day or more, on a first come, first serve basis.

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

The duration of the choice period will be from the first week of May to the second week of October, the last two weeks of March, Thanksgiving week, and the week following Christmas of each calendar year. If Christmas day falls on Sunday or Monday, the week containing Christmas day shall be the choice week in December. Additional spaces needed in the choice period shall be added up one from the first week of May, and one down from the second week of October, alternating.

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. Exceptions may be granted by agreement among the employee, the Union representative and the Employer.

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.

Additional leave earned during the sign-up year may be signed for in full weeks on the second sign-up.

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

National and State Convention

Attendance at National, State, or Regional Convention (Assembly) and Military Leave shall be charged to the vacation sign up period. Additional spaces totaling those of convention and/or military leave shall be added to the vacation sign-up period.

Jury Duty

An employee who is called for jury duty during his vacation period is eligible for another comparable period outside of the vacation sign-up, whenever possible.

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

A maximum of three clerks per week shall be allowed vacation time during the choice period. During the balance of the year (excepting the Christmas period) two clerks per week shall be allowed vacation time.

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

The posting of vacation sign-up charts will constitute official notice to each employee of his/her approved vacation schedule. The vacation schedule shall be posted at each station as soon as practicable after bidding is completed.

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

The Employer shall post by November 1st the beginning date of the new leave year.

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

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 prior to the posting of the holiday schedule.

Section 2

Employees shall be scheduled in accordance with the following:

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, 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. All other Full-Time and Part-Time Regular employees who have not volunteered to work their non-scheduled day, by inverse seniority.

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 Lake Oswego Post Office shall be comprised of one section.

ARTICLE 13 – LIGHT DUTY

Item 15 – Number of light duty assignments to be reserved

Light duty Assignments shall be established in accordance with the National Agreement when the need arises.

A light duty assignment is identified as any duty assignment, the duties of which would comply with the employee's documented limitations/restrictions.

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

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

ARTICLE 14 – SAFETY AND HEALTH

Item 3 – Guidelines of Curtailment or Termination or Postal Operations

In the event of civil disorder, 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 advice and restrictions of local civil authorities, and the welfare of postal employees. Management will notify the Union of any decisions regarding curtailment or termination of Postal operations.

ARTICLE 20 – PARKING

Item 19 – The assignment of employee parking spaces

Parking spaces in excess of USPS needs will be on a first come, first served basis.

Item 21 – Other items subject to local negotiations

Representation

- A. Labor/Management meetings will be held quarterly, or as necessary, upon agreement of both parties.
- B. Minutes will be written by the party calling for the meeting (Union or Management) and, before publication, will be submitted to the other party for review and verification of the subject matter.

Item 22 – Local implementation

1. Seniority Lists

A new seniority list shall be provided to the Union for any addition or deletion.

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 in the Clerk Craft or two (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. 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. Placement

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

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.