

Memorandum of Understanding

Between

**The United States Postal Service
Newberg, Oregon 97132**

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.

Tim Richey, 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

Clerics will be granted reasonable wash-up time when performing dirty work or work with toxic materials. Employees will be expected to follow all national policies regarding wash-up.

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 shall give the Union advance information on any proposed permanent change in the workweek, 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 4

No employee will be required to report to work with less than a nine (9) 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

Section 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 3 full weeks of December.

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. There will be a minimum of one (1) clerk per week allowed off during the total vacation period.

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 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.

Section 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 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 (section 6) and counted as incidental leave.

Section 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.

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

The choice vacation period shall be the total vacation period.

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. 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

1. During the first sign-up clerks earning thirteen (13) days of annual leave may, at their option, chose one block of two (2) consecutive weeks or choose two blocks of one (1) week each, where available.
2. During the first sign-up clerks earning twenty (20) or twenty-six (26) days of annual leave may, at their option, choose one block of three (3) continuous weeks, or two blocks one of which would be one (1) week and the other two (2) consecutive weeks where available.

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

1. In a convention year management shall allow this installation to be represented at the State and/or National APWU convention. Such leave time shall not be charged to the choice vacation period.
2. Jury Duty: An employee who is called for jury duty during his/her schedule vacation period is eligible for a like number of vacation weeks.

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

At least one (1) clerk will be granted leave each week during the choice period during the signup period. In the event that staffing increases for additional slots, these will be dispersed evenly throughout the choice 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.

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

The Employer shall publish the date of the beginning of the new leave year in a prominent manner on the employee bulletin boards.

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

Section 1 – 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 work weeks. Selections may be either within any remaining spaces in the choice vacation period or in spaces outside the choice vacation period.

Section 2 – 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:

1. 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.
2. 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.
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 schedule annual leave.

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 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. 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.
4. Postal Support Employees who have not volunteered to work by inverse 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 Newberg Installation shall comprise a 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 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

The identification of assignments will be on an as needed basis and subject to all applicable laws and regulations.

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 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 Newberg 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 a first-come first served basis if available. The use of on-premise parking is a privilege and not a right.

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

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.

Section 3 – Breaks

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

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 4 – Length of Posting

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

Section 5 – 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.