

# **Memorandum of Understanding**

**Between**

**The United States Postal Service  
Oregon City, Oregon 97045**

**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.

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Robert Carvelli, Chief Negotiator  
United States Postal Service

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Joe Cogan, Chief Negotiator  
American Postal Workers Union, AFL-CIO  
Portland Oregon Area Local

Date: \_\_\_\_\_

Date: \_\_\_\_\_

<b>Item &amp; Art #</b>	<b>Issue</b>
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

Management shall allow additional wash up time for Maintenance employees, or other employees who perform dirty work, or work with toxic materials. 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

All full-time employees shall have a regular workweek of five (5) days with fixed days off.

### Item 14 – Whether “Overtime Desired” lists shall be by section and/or tour

The Overtime Desired List (ODL) will be by sections, and a copy of the list will be posted two weeks prior to the beginning of each calendar quarter.

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 vacation periods to be included on the leave schedules shall run from the first day of the first full pay period of the leave year through the last full period of the leave year, except for the period commencing on the first day of December until December 24<sup>th</sup>.

#### 2. Full Weeks

Employee selections must be in units of full basic workweeks, except incidental leave requests, which may be made for periods of less than full weeks. All requests for leave must be submitted on a PS Form 3971 in duplicate.

#### 3. Leave Schedules

Each craft represented by the APWU will maintain a separate leave schedule.

#### 4. Presentation Procedures

A. Sign-up for the first round of selections in the choice vacation period shall begin on the First Monday in November. The second round will start upon completion of round one (1).

B. The employee shall be responsible for determining the vacation period(s) desired

and be allowed twenty-four (24) hours to make his/her selection(s) from the time it is the employee's turn to sign. If a selection is not made in time, the employee will be bypassed and the next junior employee allowed to make his/her selection. Bypassed employees may sign when ready, but their selection shall not deprive others of their selection.

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

The choice vacation period will be from the first full week in May through the week that includes October 15<sup>th</sup>. In addition, the week identified as spring break for the public school system, the week in November that includes Thanksgiving and the week following the exclusion period as noted in Item 4.1 will also be considered as part of the choice vacation period.

#### **Item 6 – The determination of the beginning day of an employee's vacation period**

##### Section 1-Beginning Date

The signed week shall be the week containing the majority of work days.

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.

##### Section 2-Retaining Annual Leave Period When Reassigned

When an employee has scheduled Annual Leave in advance as required by the Local Agreement and afterwards is awarded another position through the bid process, the scheduled period(s) will be retained unless such retention would work an extreme hardship. If the decision is that an extreme hardship would occur, the reason shall be explained to the employee by the Supervisor making the decision, and the employee will be guaranteed an equivalent number of periods at some other time in the current leave year, subject to service needs and the personal desires of the employee.

#### **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 during the choice vacation periods, employees:

- A. Who earn 13 days annual leave per year may be granted up to ten (10) days of continuous annual leave or may sign for two (2) vacation periods in units of five (5) working days, not to exceed ten (10) days, at the option of the employee.
- B. Who earn 20 to 26 days annual leave per year may be granted up to fifteen (15) days of continuous annual leave or may sign for two (2) vacation periods in units of (5) or (10) working days, not to exceed fifteen (15) days, at the option of the employee.

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

Jury Duty

An employee who is called for jury duty during their choice period is eligible for a like number of open weeks within the choice vacation period based on operational needs of the service.

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

1. A maximum of thirteen percent (13%) of the Clerks shall receive annual leave during the choice vacation period. All fractions will be rounded up to the nearest full number.
2. The maximum number of Maintenance employees to be granted annual leave each week during the choice vacation period will be one (1).

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

Management shall post the completed leave chart for the duration of the leave year. The Leave Chart will constitute official notice to each employee of their approved leave. Employees who have signed for vacation periods shall complete Form 3971 in duplicate for the period(s) signed for and submit to their supervisor no later than ten (10) days prior to the start of their vacation period.

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

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

Scheduling additional leave during sign-up period

After all employees have had the opportunity to sign for annual leave within the choice vacation period on the first sign-up employees may sign for the balance of the annual leave earned during the leave year during the second sign-up period, if so desired.

Application for other leave

After all employees have had all the opportunity to schedule their vacations for the following year, any additional incidental leave needs of the employee shall be subject to the approval of the supervisor and the following procedures:

1. Employees may sign on a first-come, first-serve basis. Employees must have previously uncommitted earned annual leave for the desired day(s) of annual leave they are requesting.
2. For advance incidental leave requests for personal reasons, the employee will contact his 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 employee's 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 will determine, subject to working conditions, and the welfare of the employee, whether or not the employee can be granted the leave, subject to work conditions, and shall inform the employee as soon as possible, but no later than seventy-two (72) hours after submitted requests for a week(s) of advance leave. For requests made within 72 hours, the supervisor will inform the employee as soon as possible, but no later than the end of the employee's end of tour on his/her last scheduled working day prior to the requested absence employees may sign on a first-come, first-serve basis. Employees must have previously uncommitted earned annual leave for the desired day(s) of annual leave they are requesting.

3. Leave requests will not be accepted more than five (5) weeks in advance of the requested annual leave.

**Item 20 – Whether Annual Leave to attend Union activities requested prior to determination of choice Vacation Schedule is to be part of 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 the holiday or their designated holiday by seniority.
2. Postal Support Employees.
3. All other Full-Time and Part-Time Regular volunteers by seniority.
4. Full-Time and Part-Time Regular employees who have not volunteered, by juniority, to work their holiday.
5. All other Full-Time and Part-Time Regular employees who have not volunteered, by juniority, to work their non-scheduled day.

### 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**

## **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.

A suitable and reasonable number of temporary light duty assignments will be provided for by the employer when requested in accordance with Art. 13.3 of the Collective Bargaining Agreement.

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

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

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

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 assignment to provide light duty. Duties which may be considered for light duty are to include but not limited to: answering phones, nixies, second notices, and other duties as determined by the installation head.

## **ARTICLE 14 – SAFETY AND HEALTH**

**Item 3 – Guidelines of Curtailment or Termination or Postal Operations**

In the event of Acts of God, civil disorders, extreme weather conditions, other emergencies, or bomb threats, Management will determine whether conditions are such that postal operations should be curtailed or terminates, taking into account the needs of the service, advice and restrictions of local authorities, and the safety and welfare of postal employees.

## ARTICLE 20 – PARKING

### Item 19 – The assignment of employee parking spaces

Management will continue to supply employee parking spaces, to the degree possible and practical.

### Item 21 – Other items subject to local negotiations

#### 1. Bulletin Boards

A bulletin board shall be assigned for the exclusive 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 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 also reflect the supervisor or vacancy relieved.

#### 4. 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.

#### 5. Safety and Health

Management will, in the event of a threat or perceived threat to the safety or physical harm of any employee in the main or other station, remove said employees from the threat, to a place of safety immediately.

#### 6. Work Conditions

If and when heating or air conditioning equipment is inoperable, or the inside temperature drops below fifty (50) degrees or reaches over ninety (90) degrees for more than two hours, employees who fear for their health may be granted leave upon request.

### 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 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. 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.

6. Withdrawal of Bids

An employee may be allowed to withdraw his/her bid on a vacant or newly established duty assignment up to and including the last day that bids will be accepted by providing the supervisor a written request for withdrawal approved by the Union designee.