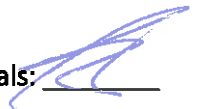


Union Initials:



Management Initials:

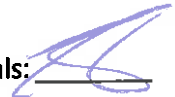


**LOCAL MEMORANDUM  
OF  
UNDERSTANDING  
between the  
UNITED STATES POSTAL  
SERVICE  
PORTLAND, OREGON  
And the  
AMERICAN POSTAL  
WORKERS UNION  
PORTLAND OREGON  
AREA LOCAL,  
MAINTENANCE CRAFT  
2015-2018**

Union Initials:



Management Initials:



**Item #1 Additional or longer wash up periods.**

In the Maintenance Craft, in those instances where an employee has performed a duty wherein he/she becomes exceptionally dirty above that which could be expected for his/her position, suitable wash up time will be granted.

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

The present established basic work week of five (5) days with fixed days off shall be maintained during the life of this agreement, except when application of Article 12, Section 5, would require a restructuring of work days. All newly established assignments will be determined by Management.

**Item #3. 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.**

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 terminated, taking into account the needs of the service, advice and restrictions of local civil authorities, and the safety and welfare of Postal employees.

Management will work with union officials in the effort to protect the safety and welfare of employees and shall notify the Union of any determination to curtail operations as soon as is practicable.

**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 through the first full or partial week in December. **It will also include the week after the week of Christmas.**

**B. Full Weeks**

Employee selections must be in units of full basic work weeks

**C. Leave Schedules**

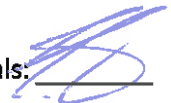
In the Maintenance Craft, schedules will be provided as follows:

By tour, by level, for personnel assigned to Building Services and Mail Processing Equipment Maintenance, including Electronic Technicians. Building Equipment and Maintenance Operations Support personnel will have their own schedules. Schedules may be changed by mutual agreement during the life of the memorandum.

Union Initials:



Management Initials:



**D. Presentation Procedures**

Both parties agree to cooperate in order to complete the Annual Leave sign-ups in the most expeditious manner possible.

During the annual leave sign-up, the chief shop steward or his/her designee at the MOU will present the schedule to the employee. Recognizing that there may be times when an employee will not be ready to make a selection, 24 hours will be given for the employee to decide.

**E. Taking Leave As Scheduled**

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

**F. Withdrawing**

If for justifiable reasons, the employee needs to withdraw from the vacation period signed for on the leave schedule, a written request will be submitted stating the reasons. Written requests shall be submitted as far in advance as possible, but in no event later than two weeks prior to scheduled leave periods unless some emergency circumstance prevents complying with this requirement. Vacated period(s) shall be posted as soon as they become vacant.

1. The vacated period(s) will be made available for choice first to the senior employee.
2. The employee desiring the period must have unscheduled leave credits. No employee may withdraw from a period previously selected in order to have enough credits to sign for the vacated period(s).

**G. 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 on the gaining unit. If the decision is that an extreme hardship would occur, the reason shall be explained to the employee by the Supervisor making the decision, but 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.

**H. Availability**

Leave schedules will be posted and available for review by employees or the Union at Maintenance Control, Tour 1, 3 Supervisor's Office, Tour Supervisor's Office and the Boiler Room.

**I. Leave for APWU Officers**

The full-time President and Vice President of the Portland Oregon Area Local APWU shall be permitted to be absent on leave without pay up to the maximum time allowed by leave regulations of the U.S. Postal Service.

Union Initials: 

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**Item #5 Duration of the choice vacation period**

The choice vacation period will start with the first leave week of May (full or partial) and continue through the last leave week beginning in September including the weeks of Spring Vacation as identified by the Portland, Beaverton, Clackamas and Vancouver School Districts. Can be modified by mutual consent.

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

A. The first day of the employee's annual leave shall be the first day following his/her days off. The signed week shall be that week which will contain the majority of the work days.

B. No employee will be required to work overtime on either of their nonscheduled days prior to or following scheduled leave.

**Item #7. Whether employees at their option may request two selections during Choice Vacation Period, in units of either 5 or 10 days.**

During the first round of signing by seniority for Annual Leave:

A. Employees who earn thirteen (13) days annual leave per year may, at their option, sign for 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.

B. Employees who earn twenty (20) to twenty-six (26) days Annual Leave per year may, at their option, sign for fifteen (15) days of continuous Annual Leave or may sign for two (2) selections, the total not to exceed fifteen (15) days during the Choice Vacation Period.

C. **Military Leave**

1. If a postal employee is deployed on Active Duty during annual leave sign up, that employee will be bypassed.

2. Within 2 weeks of returning to work, the employee will submit their choices for the weeks they would have been eligible to sign during the AL Sign up.

3. Sign up under these conditions will not exceed one additional week per sign up week, by seniority.

4. Under the above conditions the employee's choices will be approved.

**Item #8. Whether Jury Duty and attendance at National or State Conventions shall be charged to the Choice Vacation Period.**

**Convention Leave**

See Article 24, Section 2, A., B. and C. of the National Agreement.

**Jury Duty**

An employee who is called for Jury Duty during their Choice Vacation Period is eligible for a

Union Initials:



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like number of open weeks within the Choice Vacation Period. The affected sign-up period shall be handled in accordance with Article 10, Section F (Withdrawing) of this Memorandum.

**Item #9. Determination of the maximum number of employees who shall receive leave each week during the Choice Vacation Period.**

The employer shall consult with the Union Representative of the APWU before the beginning of each leave year to determine the maximum number of employees who shall receive leave each week during the Choice Vacation Period.

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

In the Maintenance Craft, the employee's notification of the approved vacation schedule shall be posted, updated, exact copy of the approved sign-up sheet.

**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 front page of the Portland Personnel Bulletin and appropriate craft bulletin boards no later than November 1.

**Item #12. The procedures for submission of applications for Annual Leave during other than the Choice Vacation Period.**

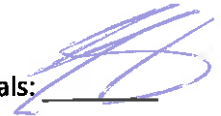
**A. Scheduling Additional Annual Leave During Sign-up Period**

1. After all employees have had their opportunity outlined above, they may schedule the balance of their annual leave they intend to take. They may choose up to the maximum they will earn in the leave year, by signing according to seniority for full weeks of his or her choice on the lists. The selections may be either within any remaining spaces in the Choice Vacation Period or in spaces on the list outside of his/her leave balance for the following year to not more than the maximum annual leave carryover allowed.
2. At the end of the second round, employees may sign for up to one additional week in a third selection round. The employees must have carried over a sufficient amount of hours from the previous leave year to sign for this additional week. A minimum of 40 hours of annual leave for a one-week selection is required. Consideration for holiday weeks will be given for the exact amount of hours required to sign for a full week. The employee must show proof of annual leave carryover prior to being allowed to sign for leave. Prior to approval of Form 3971, the employee must show proof of the required number of hours of annual leave required to cover the week requested. This additional selection will be made by seniority and will only be for the remaining available weeks on the sign-up sheet. No additional leave weeks will be allotted to accommodate the third round selection.

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Management Initials:



**B. Application for Other Annual Leave**

After all employees have had all of the above opportunities to schedule their vacations for the following year, any additional leave needs of the employee shall be subject to work conditions.

1. Requests for full weeks or full days of annual leave remaining on the schedule lists may be approved by the supervisor on a first-come, first-serve basis, subject to work conditions.
2. For emergency reasons requiring leave of any length and for advance requests for personal reason of up to one week, the employee will contact their immediate supervisor. Where appropriate, the employee must provide a signed Form 3971 and secure a supervisor's signature and date of notification. The immediate supervisor will determine, subject to work 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 tour on the work day 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. When a request from an employee who wishes to take more leave than earned in a leave is denied the supervisor will furnish the Chief Steward with a copy of the Form 3971.

**Item #13. The method of selecting employees to work on a holiday.**

**A. Holiday Lists**

To determine which employees wish to volunteer to work on a holiday or day designated as the employee's holiday, Management will post lists for full-time employees to sign prior to the holiday. Such lists will identify employees who are volunteering to work their designated holiday from those employees who are volunteering for their non-scheduled day.

**B. Method of Scheduling Employees**

In selecting employees to work on holidays, the following priorities will be followed:

1. Full-time and part-time regular employees who have volunteered to work on the holiday or their designated holiday when such day is part of their regular work schedule.
2. All other full-time and part-time regular volunteers.
3. All other full-time and part-time regulars who have not volunteered by juniority to work their holiday.
4. All other full-time and part-time regulars who have not volunteered by juniority to work their non-scheduled day.

**Item #14. Whether "Overtime Desired" lists in Article 8 shall be by section and/or Tour.**

A. In the Maintenance division of the APWU, overtime lists shall be established for employees who wish to work.

B. The following Overtime Desired Lists for the Maintenance Craft shall be established by tour and level:

a. P&DC Custodians (Level 3 Custodians, Level 4 Laborer Custodian and Level 5 Group Leader custodians will be scheduled in the same rotation among qualified employees.)



Union Initials:



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- b. Maintenance Mechanics
- c. General Clerk, Maintenance
- d. Mail Processing Equipment Mechanics
- e. Area Maintenance Technicians
- f. Electronic Technicians

C. The following Overtime Desired Lists for the maintenance Craft shall be established by section and level:

- a. Building Equipment Mechanics
- b. MOS Clerks
- c. Station Custodians (Level 3 Custodians, Level 4 Laborer Custodian and Level 5

**Group Leader custodians will be scheduled in the same rotation among qualified employees.)**

D. In scheduling employees, Management will determine who is needed on the basis of service needs giving consideration to the employee's health and welfare. Employee preferences as to number of hours worked and/or work on a non-scheduled day will be honored, if possible, based on work conditions.

E. Employees with the needed skills on the ODL may volunteer to work on another tour after at least ten (10) hours has elapsed since the employee's last day of work.

F. Management shall utilize qualified volunteers with the needed skills from the section on the same tour where the overtime is needed before utilizing volunteers from other sections. Employees working overtime in other sections on their non-scheduled workdays will be permitted to complete their eight (8) hour shift in any section for which they are qualified.

G. On-duty qualified ODL employees with the needed skills from other sections will be utilized before resorting to mandatory overtime. Overtime before or after a tour shall be considered part of a tour if continuous with that tour.

H. Overtime Desired List employees will be utilized to the maximum extent practicable prior to required overtime.

#### **Item 15 – Number of light duty assignments to be reserved**

The number of Light Duty Assignments

1. In the maintenance Craft, a suitable and reasonable number of light duty positions will be provided within the craft by the manager, Maintenance.
2. Subject to the provisions of the national Agreement, all items negotiated locally under the provisions of Article 30, Section B. 15, 16 and 17 shall not be inconsistent or in conflict with Article 13 of the current National Agreement nor with applicable laws and regulations.

**Item #16. The method to be used in reserving light duty assignments so that no regularly assigned member of the regular work force will be adversely affected.**

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Management Initials: 

Method of Reserving Light Duty Assignments

- A. The light duty employee's tour hours, work location and basic work week shall those of the light duty assignment and the needs of the Service; as determined by the manager, Maintenance, whether or not the same as for his/her duty assignment.
- B. The policy shall be written requests for temporary light duty assignments will be considered in order of submission. Assignments will be made in the following order of recourse.
  - 1. Modification of the employee's basic duties within the employee's bid position.
  - 2. Available assignment within the craft and type on the same tour, and in the same facility.
  - 3. Available assignment within the craft and type other than on the same tour, but in the same facility.
  - 4. Available assignment within the craft and type on the same tour, but other than the same facility.
  - 5. Available assignment within the craft and type other than on the same tour and other than in the same facility.
  - 6. Available assignment within the type in another craft; but only as a last resort.
- C. The policy shall be any employee occupying a light duty assignment for six (6) months will administratively removed from their assignment and the vacated assignment will be reposted for bid; as per Article 38.
- D. The Manager, Maintenance will, through subordinate supervisors assure that the intent of Article 30B.16 and B.17 be properly and fairly administered.
- E. Records shall be kept of all adjustments made by the manager, Maintenance, to accommodate ill and injured employees and shall be made available to the Union in a timely manner upon request.

**Item #17. The identification of assignments that are to be considered light duty within each craft represented in the office.**

Identification of Light Duty Assignments

A. An employee is not considered as occupying a light duty assignment unless the employee's regular daily assignment is radically modified regarding:

- Lifting
- Standing
- Walking
- Sitting

B. Categories and Duration

1. Normally a temporary light duty assignment shall not exceed 90 days; however, if an employee has a need to continue a light duty assignment beyond 90 days, then the employee



Union Initials:



Management Initials:



will submit to a fitness for duty examination conducted by the Postal Service Medical Officer or another physician designated by the Postal Service Medical Officer.

2. If an employee is on permanent light duty assignment and the work performed in the light duty assignment is encompassed in a job description of a lower level position, the employee will be reassigned to the lower level position. The employee may also request this change.

#### C. Renewal Requirement

1. In durations of continuous light duty in excess of 90 calendar days, another medical document every 30 days shall be required stating the anticipated duration of convalescence.

2. Exceptions to this requirement shall be made when specified as to the duration by the employee's doctor.

#### **Item #18. The identification of assignments comprising a section, when it is proposed to, reassign within an installation employees excess to the needs of a section.**

For the purpose of implementing the provisions of Article 12 Reassignments, Section 4, in the Maintenance Craft, a section shall be:

- A. Maintenance Mechanics (by level)
- B. Boiler Room (by level)
- C. Area Maintenance Technicians (by level)
- D. Maintenance Operations Support
- E. Building Services (by level)
- F. Electronic Technicians

#### **Item #19. The assignment of employee parking spaces.**

Employee parking spaces shall be filled on a first-come, first-serve basis. There shall be established a parking space for the APWU General President or his/her designee. An appropriate parking decal shall be required for the vehicle parked therein.

#### **Item #20. 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 Plan.**

#### **Item #21. Those other items which are subject to local negotiations as provided in the craft provisions of this Agreement.**

Large bulletin boards will be placed on the first and second workroom floors, next to the employee elevators, to hold Annual Leave information. Bulletin boards assigned for exclusive use of the APWU at the MOU are as follows:

First floor:                      East wall by men's locker room  
    Next to employee elevators  
    North Truck Dock

Union Initials:                     

Management Initials:                     

Postal Vehicle Service  
Vehicle Maintenance Facility

Second Floor: East wall by swing room.

Fourth floor: Next to elevators  
Room 4036  
Room 4039  
Room 4041  
Hallway east of room 4036

Any additions or deletions from the above list will be subject to mutual agreement by the APWU and the USPS.

**Item #22 Local implementation of the Agreement relating to seniority, reassignments and posting**

**A. Seniority List**

A new seniority list shall be provided to the Union each three (3) months.

**B. Place of Posting**

The posting will be on the official bulletin boards in the maintenance units.

**C. Change of Duties**

In the Maintenance Craft when the duties of an employee are changed more than 60 Percent on a permanent basis, the duty assignment shall be reported for bidding.

**D. Change of Hours**

When it is necessary that the starting time of an assignment is changed by two (2) or more hours, it shall be posted by letter of intent, except upon mutual agreement not to post.

**E. Withdrawing Bids**

Any employee submitting a bid on a vacant or newly established duty assignment shall be able to withdraw his bid up and including the last day that bids are to be accepted.

Union Initials: APC

Management Initials: [Signature]

Duration

The preceding Memorandum of Understanding between the Portland Oregon Post Office and the Portland Oregon Area Local APWU shall be effective on the date shown below and shall remain in full force and effect until such further time as directed by the national parties of the United States Postal Service and the American Postal Workers Union.

[Signature] 11/14/16  
Date  
Joe Cogan  
President  
Portland Oregon Area Local, APWU

[Signature]  
Date  
Felipe Flores  
Plant Manager  
Portland P&DC, USPS

