

Memorandum of Understanding

Between

**The United States Postal Service
St. Helens, Oregon 97051**

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.

Lisa Davis, 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

Employees will be granted reasonable wash up time when they become sufficiently dirty.

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

The basic work week shall have fixed days off. As far as practicable, the five days shall be consecutive days within the service week.

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

A. Total vacation period

The vacation periods to be included on the leave schedules shall run from the first day of January through the last day in December except for the period from December 1 thru December 24.

B. Full weeks

Employee selections must be in units of full weeks.

C. Taking leave as scheduled

Employees are expected to take their vacations during the time they scheduled it unless some reasonable conditions prevent them from doing so.

D. Time limitation for completing sign up

All signing for scheduled vacation shall commence December 1st and 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, said employee shall be given twenty-four 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 employees who have been notified it is their turn to sign, but junior employees who have signed shall not be required to relinquish the periods they have selected.

E. Leave schedules

The leave schedule will be office wide.

F. Application for other leave

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 in accordance with the following procedures:

1. Weeks of annual leave remaining on the schedule list shall be on a first come, first serve basis. Requests will be approved subject to work conditions. Employees may sign for one (1) to five (5) days for remaining annual leave weeks.
2. Emergency reasons requiring leave of any length and for advance requests of up to one (1) week, the employee will contact his/her immediate supervisor. The immediate supervisor 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 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. If the leave is disapproved management must state a specific reason for the denial.
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.

G. Withdrawing from signed vacation periods

If an employee needs to withdraw from the vacation period signed for on the leave schedule, a written request will be submitted to the immediate supervisor stating the reasons. Notification will be given to the steward within a reasonable time. Vacated period(s) shall be posted as soon as they become vacant. Period(s) vacated due to resignations and/or retirements shall also be posted as soon as they become vacant.

1. The vacated period(s) will be made available for choice on seniority basis to the employees within the installation.
2. The employees desiring the period must have unscheduled leave credits.
3. Employees withdrawing from signed vacation periods will give at least fourteen (14) days prior notice to the beginning of the vacated period(s) unless reasonable conditions determine otherwise.

H. Availability of leave schedule

The official vacation sign up list will be posted on the official bulletin board. The employee and/or the shop steward may review the official list at any time subject to work conditions.

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

The choice vacation period will be the first full week in January through the last full week in December.

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

The vacation period shall start on Sunday and run through Saturday inclusive.

Item 7 – Whether employees at their option may request two selections during the choice vacation period, in units of 5 or 10 days

Employee selections must be in units of full weeks.

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 during the choice vacation period.

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

Convention leave

In a convention year, management will allow up to one (1) delegate from the Clerk Division to the Oregon State Convention and up to one (1) delegate from the Clerk Division to the National Convention additional leave outside of the choice vacation period.

Jury leave

An employee who is called for jury duty during his/her choice vacation period is eligible for a like number of open weeks.

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

The maximum number of employees who shall receive leave each week during the choice vacation period shall be in accordance with the following formula:

One (1) to nine (9) craft employees1

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 application called for in the National Agreement.

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

The employer shall post the date of the beginning of the new leave year on the official Union bulletin board no later than November 1st.

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

On the second sign up, the employee may sign for any amount of annual leave that they will earn during the leave year, if they so desire. They will sign by seniority for the time desired on the lists either within any remaining spaces in the choice vacation period or in any space on the list outside the choice vacation period. Each employee shall be responsible for reducing annual leave for the following year to not more than the maximum hours allowed.

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

A. Holiday list

To determine which employees wish to volunteer to work on a holiday or day designated as the employees' holiday, management will post lists for full time and part time regular employees to sign prior to the holiday.

B. Method of selecting employees

Method of selecting employees to work on a holiday or the day designated as their holiday the following priorities will be followed.

1. All part time employees with flexible schedules, by juniority.
2. If for any reason the above are not able to work, qualified regular clerks will be offered the work, by seniority.
3. If it is necessary to require an employee to work on a holiday, an employee will be selected to work on his/her holiday or day designated his/her holiday prior to requiring an employee to work on his/her non-scheduled sixth day.
4. No regular clerk will be required to work on a holiday unless PTFs' with the necessary skills are scheduled to work.

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 St. Helens Post Office shall comprise a section.

ARTICLE 13 – LIGHT DUTY

Item 15 – Number of light duty assignments to be reserved

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

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 assignments to provide light duty.

ARTICLE 14 – SAFETY AND HEALTH

Item 3 – Guidelines of Curtailment or Termination or Postal Operations

In the event of civil disorders, 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. Stewards assigned to the St. Helens Post Office and the local president shall be notified of any decision to curtail or terminate operations as soon as practicable.

ARTICLE 20 – PARKING

Item 19 – The assignment of employee parking spaces

The employer shall continue to provide parking spaces for bargaining unit employees. Employee parking spaces shall be filled on a first come, first serve basis.

Item 21 – Other items subject to local negotiations

1. There will be established at the local level a joint Labor Management Scheme Committee which shall be a sub-committee of the Local Labor Management Committee as established by Article 17 of the National Agreement.
2. Transportation Expenses
An employee shall be entitled to transportation expenses for officially ordered transportation as prescribed by postal regulation.

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

Section 5 – Notification

Wherever reference is made to the Steward, Local President, or Union in this Local Memorandum of Understanding or the Collective Bargaining Agreement, the parties agree that 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.