

Memorandum of Understanding

Between

**The United States Postal Service
Tualatin, Oregon 97062**

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.

Randy Martin, Chief Negotiator
United States Postal Service

Anna Smith, Director of Associate Offices
Portland Oregon Area Local
American Postal Workers Union, AFL-CIO

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

The past practice of granting reasonable wash-up time shall continue in effect.

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. In so far as practicable, the fixed days off shall be consecutive within the service week. Rotating days off may be established by mutual agreement between management and the union.

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, the entire installation will 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 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 three (3) full calendar weeks prior to, and including, the Christmas holiday week.

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 emergent conditions prevent them from doing so.

D. Time limitation for completing sign up

All signing for scheduled vacation shall be completed prior to the beginning of the total vacation period. Each employee will be allowed twenty-four (24) hours to make a selection from the time of notification.

E. Leave schedules

The leave schedule will be by craft.

F. 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 or his/her designee as soon as possible. Vacated period(s) shall be posted as soon as they become vacant. Periods vacated with at least 14 days advance notice will be posted for bid. Periods vacated without 14 days advance notice may be posted for bid depending on service needs.

1. The vacated period(s) will be made available for choice on seniority basis to the employees within the installation and shall be granted on a seniority basis.
2. The employees desiring the period must have unscheduled leave credits.

G. Availability of Leave Schedule

The official vacation sign up list will be maintained by the immediate supervisor. The employee and/or the shop steward may review the official list at any time subject to work conditions.

H. Leave for APWU Officers

The full-time General President and other full or part-time officers 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.

I. Vacated Vacation Periods.

Signed for vacation periods will be vacated if any employee withdraws from such period, resigns, retires, transfers, leaves the bargaining unit, or otherwise leaves the Tualatin Post Office rolls. These vacated periods with fourteen (14) days advance notice will be posted for ten (10) days, and granted on a seniority basis.

J. Presenting Schedule to Employees

During the leave sign up period, a representative of the Union will present the schedule to the employees.

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

The choice vacation period shall be the entire vacation period.

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

The vacation period shall start on Monday and run through Sunday unless otherwise agreed upon by my management and 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

Employee selections must be in units of full weeks. During the first round of signing by seniority for annual leave:

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 sign-up when practicable.

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 within the choice period when practicable. The affected sign-up period shall be handled in accordance with Item 4.F (Withdrawing from Signed Vacation Periods) of the memorandum.

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 10% of Clerk Craft compliment, rounded up. No more than one Window Clerk will be allowed off for the weeks that contain the following holidays:

- A. Veterans Day
- B. Columbus Day
- C. Martin Luther King Day
- D. Presidents Day

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, usually in November, 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.

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. Full weeks of annual leave remaining on the schedule list shall be on a first-come, first-serve basis. Employees must have the appropriate amount of uncommitted annual leave for each for which they sign.
2. For emergency reasons requiring leave of any length and for advance requests for personal reasons 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 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. Awarding of annual leave 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.

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. 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.

C. Exception in Selection

No employee shall be scheduled to work on any holiday in conjunction with scheduled annual leave unless they volunteer 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 entire installation of the Tualatin Post Office shall comprise the 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

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

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 needs of the service and advice and restrictions of local civil authorities, and the welfare of postal employees.

ARTICLE 20 – PARKING

Item 19 – The assignment of employee parking spaces

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

Item 21 – Other items subject to local negotiations

1. Scheme Committee

Scheme problems will be considered in the Labor/Management meetings as an agenda item.

2. Labor Management Committee Meetings

Meetings provided for in Article 17, Section 5 of the National Agreement of the local joint Labor Management Committee, shall be held upon mutual agreement. Meetings will be conducted on official time.

A. Agendas

The agenda for these meetings shall be provided by each party to the other party at least five (5) days in advance of the scheduled date. Items not included on such agendas shall be discussed only by mutual consent of the parties.

B. Minutes

The minutes of these meetings will be issued within two (2) weeks after the date of the meeting.

Item 22 – Local implementation

1. Seniority List

An up-to-date seniority list for the clerk craft will be posted at the Supervisor's desk for open review and shall be provided to the Union.

2. Reposting - Change in Duty Assignments

A change in duty assignments as specified below will require reposting:

A change of one hour or more in the schedule, except the affected employee shall have the option of accepting the new hours instead of and before reposting upon mutual agreement with the Union.

3. Place of Posting

Clerical 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. 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. 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.