

Memorandum of Understanding

Between

**The United States Postal Service
West Linn, Oregon 97068**

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.

Jami Goodpaster, Chief Negotiator
United States Postal Service

Joe Cogan, Vice 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

The current policy of employee wash up shall remain in effect through the duration of this agreement.

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

Section 1

Full-time regular Positions #1 and #2 shall have Saturday/Sunday as fixed non-scheduled days. Duty assignments with Sunday 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 will notify, in writing, the Local Union President, and meet with the Union, prior to reposting vacant assignments that change the basic work weeks, consecutive days off, or loss of weekend days off. Weekend days off are described as Saturday/Sunday, and Sunday/Monday.

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

A. Total Vacation Period

The vacation period to be included in the annual leave schedule shall be from the first full pay period in January through the last week in December, excluding the first three (3) full weeks in December.

B. Full Weeks

The employee selection must be in units of full weeks.

Vacation sign-up shall start no later than November 15 and, under normal circumstance, shall be completed prior to the start of the new leave year. All clerks will be contacted personally and in order of their seniority so that they may sign if they so desire. After an employee receives notification from his/her supervisor that it is his/her turn to sign for scheduled annual leave, he/she will have up to one full working day to make his/her selection. If an employee has not made his/her selection within this time period, except if he/she cannot be contacted, the next senior employee(s) will be allowed to sign for his/her choice. The by-passed employee(s) will be allowed to sign after those employee(s) who have been notified it is their turn have signed, but those junior employee(s) who have signed up in the interim will not be required to relinquish the periods they have selected.

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 resignation and/or retirement 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 applicable craft list.
2. The employee desiring the period must have the unscheduled leave credits. Employees withdrawing from the signed vacation period(s) will give at least fourteen (14) days prior notice to the beginning of the vacated period(s) unless reasonable conditions determine otherwise.

C. Availability of leave Schedule

The official vacation sign up list will be posted on the Official Bulletin Board, The employee and/or 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 shall be the total vacation period. A maximum of one clerk per week shall be allowed vacation during the leave year, until such times as the West Linn clerk compliment exceeds ten (10) clerks, at which time two slots will be available per week during the leave year.

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

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

The employee’s vacation period shall start on Monday and run through Sunday inclusive. Exceptions may be granted by agreement among the employee, the Union representative and the Employer.

All vacation weeks, unless specifically agreed to otherwise, will have Monday as the beginning day. Relief employees assigned to or selecting vacant positions will assume the schedule for the position.

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

Employees’ 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 first sign-up, 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 first period.

A second sign-up will be held immediately after the first sign-up is finished, at which time each clerk, in order of seniority, may sign up for the remainder of his/her coming earned annual leave.

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 () delegate from the Clerk Division to the Oregon State Convention and up to one (1) delegate from the Clerk Division to the National Convention as additional leave. Delegates will advise management of the need for leave as soon as practicable.

Jury Leave: An employee who is called for jury during his/her vacation period is eligible for a like number of open week(s).

Item 9 – Determination of 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

The annual leave roster shall be recognized as the official notification of scheduled leave

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 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

A second sign-up will be held immediately after the first sign-up is finished, at which time each clerk, in order of seniority, may sign up for the remainder of his/her annual leave earned during the leave year.

A. Taking Leave as Scheduled

Employees are expected to take their vacations during the time they scheduled it unless some emergent condition prevents them from doing so.

B. Leave Schedules

The leave schedules shall be installation wide.

C. 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. Signing for full weeks of annual leave remaining on the schedule list shall be granted on a first-come, first-serve basis.
2. All requests for emergency leave will be considered to the greatest degree. Such requests for leave will be presented in a timely manner if possible, stating the reason the leave is needed. Requests for emergency leave will normally be granted.
3. Requests for leave outside of the vacation sign-up shall be submitted on a PS 3971, and normally will not be acted upon inure than 30 days in advance. The decisions of the Postmaster or designee will be given to the employee on or before Wednesday prior to the service week during which leave is requested. Leave requests which are denied will specify the operational reason for denial. Leave requests granted will be on a first-come, first-served basis, provided that the clerk(s) has a PS Form 3971 date stamped and signed by the Postmaster or designee.
4. 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.

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. Full-Time and Part-Time Regular employees who have volunteered to work on their holiday or their designated holiday, by seniority.
2. Postal Support Employees who have volunteered to work, by seniority.
3. All other Full-Time and Part-Time Regular employees' volunteers, by seniority.
4. Postal Support Employees who have not volunteered to work, by inverse seniority.
5. Full-Time and Part-Time Regular employees who have not volunteered to work their holiday, by inverse seniority.
6. All other Full-Time and Part-Time Regular employees who have not volunteered to work 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 entire installation shall comprise a section for purposes relating to this 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 needed.

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

Light duty assignments shall be normal duties which the clerk may be able to perform

ARTICLE 14 – SAFETY AND HEALTH

Item 3 – Guidelines of Curtailment or Termination of Postal Operations

In the event of civil disorder, 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. Management will notify the Union of any decisions regarding curtailment or termination of Postal operations.

ARTICLE 20 – PARKING

Item 19 – The assignment of employee parking spaces

Except during the month of December, those employees working the schedules of Clerk positions #1 and #2 shall be assigned parking spaces at the east end of the customer parking lot. During the month of December such employees shall use the unassigned employee parking.

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 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.

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

A. Seniority Lists

A new seniority list shall be provided to the Union no more than 30 days after a change. There shall be one combined seniority list for the West Linn office.

B. Reposting-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).

C. Place of Posting

Clerical and Maintenance vacancies shall be posted on the official bulletin board and a copy mailed to the Union.

D. Length of Posting

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

E. 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.

F. Placement

The successful bidder must be placed in the new assignment within fourteen (14) days (but not later than twenty-one) (21) days except during the month of December.

G. 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.