

Memorandum of Understanding

Between

**The United States Postal Service
Wilsonville, Oregon 97070**

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.

Tim Richey, Chief Negotiator
United States Postal Service

Anna Smith, Director of Associate Offices
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. Management shall comply with all USPS directives regarding wash ups for biochemical and infectious disease.

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, as far as practicable the five work days shall be consecutive days within the service weeks. 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

Every effort shall be made to provide the maximum number Traditional Full Time duty assignments with Monday through Friday basic work weeks consistent with the operational needs. 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

The Local Union President or his/her designee shall be notified thirty (30) days in advance of any Postal Support Employee (PSE) being assigned to any preferred duty assignment.

Section 5

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 6

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.

Overtime Desired List employees will be utilized to the maximum extent prior to required overtime. The Overtime Desired List will be placed on the bulletin board at the start of each quarter.

ARTICLE 10 – LEAVE

Item 4 – Formulation of local leave program

1. 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 two calendar weeks prior to Christmas.

Management will make an extra effort to allow additional employees annual leave during the month of December including the week between the Christmas and New Year’s holiday. If it is determined that additional employees may be granted leave during this time, the opportunities will be posted for bid and awarded by seniority.

2. Full Weeks

During the annual leave signing period employees selections must be in units of full weeks.

3. 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. The employee, with two weeks notification to their supervisor on Form 3971, may elect to use a minimum of 3 days of annual leave within the week signed for. Holiday and scheduled days off are excluded and shall not be counted as annual leave days. The usage and granting of less than 3 days leave will be considered a withdrawal (section 6) and counted as incidental leave.

4. Presentation Procedures

Both parties agree to cooperate in order to complete the Annual Leave sign-ups in the most expeditious manner possible. It is agreed that the union will manage the circulation of the annual leave sign-up calendar for the office.

Vacation sign-ups will be by seniority and commence on the 15th day of November. All signing for scheduled vacation shall 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, the employee shall be given twenty-four (24) 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.

In the event that an employee will be on leave during his/her selection vacation sign-up, such employee must leave a prioritized list of their desired weeks or be bypassed. Bypassed employees will follow such rules as in the above paragraph.

5. Leave Schedules

There will be one leave schedule for the Clerk Craft employees and one for Maintenance Craft employees.

6. Withdrawing

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 and steward stating the reasons. Vacated period(s) shall be posted as soon as they become vacant. Any periods vacated due to resignation and/or retirements shall also be posted as soon as they become vacant.

- A. The vacated period(s) will be made available for choice on a seniority basis to the employees within the installation.
- B. The employees desiring the period must have unscheduled leave credits, or should they not have enough unscheduled leave credits the employee must withdraw from previously scheduled leave in conjunction (at the same time) with the remittance of the new request.
- C. Employees withdrawing from 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.
- D. Employees withdrawing from signed vacation period(s) cannot withdraw until the end of the second round of the signing of scheduled vacation.

8. Availability of Leave Schedule

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

9. 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.

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

The choice vacation period shall be the total vacation period.

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. However, annual leave hours for PTF’s will be prorated based on the average work hours of PTF’s during the periods(s) signed for.

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

Employees at their option may request two selections during the choice vacation period. Employees however will not be limited to only two (2) choice selections during the annual leave signing period.

During the first round of signing by seniority for annual leave the following procedure will be followed:

- A. 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.
- B. 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.

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

1. Convention Leave

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

2. Jury Duty

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

During the choice vacation period the maximum of one (1) clerk craft personnel with the exception that during the following time periods the maximum will be two (2):

The week in which July 1st falls through (and including) the last full week of August; the week containing the Thanksgiving holiday; the week containing the Christmas holiday.

During the choice vacation period the maximum of one (1) Maintenance Craft personnel.

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 notification of scheduled leave. The posting of the leave schedule shall provide employees notice of their vacation schedule.

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

Section 1 – Scheduling Additional Leave during Sign-Up Period

On the second round of sign-ups the employees, by seniority may sign for any remaining amount of annual leave they will earn during the leave year, if they so desire. The selections must be full work weeks. Selections may be either within any remaining spaces in the choice vacation period or in spaces outside the choice vacation period.

Section 2 – Application for Other Leave

Each employee shall be responsible for reducing annual leave for the following year to not more than the 440 hours maximum allowed. 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 subject to the following procedures:

1. Employees may sign on a first-come, first-serve basis for those weeks remaining on the leave schedules. Employees must have previously uncommitted annual leave for each week for which they sign. An employee with two (2) weeks notification to their supervisor on a Form 3971 may elect to use 3-5 days of Annual Leave within the week signed for.
2. For all other reasons outside of or in addition to the allotted vacation slots, employees requiring leave of any length, will contact his/her 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 employees 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 shall evaluate the request considering the needs of the Postal Service and the welfare of the individual employee. The supervisor shall determine 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 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 schedule annual leave.
4. Management will make every extra consideration for employees requesting additional bereavement leave subject to normal leave procedures.

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. All Full-time and part-time regular Employees who possess the necessary skills and have volunteered to work on their holiday or their designated holiday, by seniority.
2. Part-time flexible Employees to the maximum extent possible, even if the payment of overtime is required, who have volunteered to work by seniority.
3. Postal Support Employees to the extent possible, who have volunteered to work, by seniority.
4. All other Full-Time and part-time regular who possess the necessary skills and have volunteered to work on their non-scheduled day, 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 do not volunteer on what would otherwise be their holiday or designated holiday, by inverse seniority.
8. All other Full-Time and part-time regular Employees who do not volunteer on what would otherwise be 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.

Section 4

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 installation of the Wilsonville Post Office shall be comprised of one 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.

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 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

If Management is contemplating the possible curtailment or termination of operations, it shall keep the employees advised of the general state of those deliberations. The local union official shall also be notified as soon as practicable.

All decisions made will be with the utmost regard to the safety and welfare of postal employees.

Management will supply the Union with an updated copy of the Wilsonville Post Office Emergency Contingency Plan as they become available.

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. Scheme Committee

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.

2. Transportation Expenses

An employee shall be entitled to transportation expenses for officially ordered transportation as prescribed by postal regulation.

3. Labor Management Committee Meetings

Meetings will be scheduled upon mutual agreement. Meetings will be conducted on official time.

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

4. Bulletin Boards

A bulletin board shall be assigned for the exclusive use of the APWU in each facility.

5. Postal Support Employees

The Union shall be notified whenever a Postal Support Employee is qualified on 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. The Union shall be notified of all assignments to be filled by opting.

6. 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

1. Seniority Lists

A new seniority list shall be provided to the Union no more than 30 days after a change.

2. Reposting-Change in Duty Assignments

- A. A change in duty assignment as specified below shall require reposting:

The addition and/or deletion of any schemes to assignments where schemes were not previously assigned.

- B. A change of duty assignments as specified below shall require reposting except upon mutual agreement between the employee and the Union not to post.

Any cumulative change in starting time of more than one (1) hour shall require reposting except upon mutual agreement between both the employee and the Union to allow the employee to accept the new reporting time.

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 bid up to and including the last day that bids are to be accepted.

6. Day to Day Seniority

When the employer determines the need to move employee (s) outside of their principle assignment area management will take the junior employee (s) with the necessary skills.

7. 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.