

Memorandum of Understanding

Between

**The United States Postal Service
Woodburn, Oregon 97071**

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

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

Employees will be given reasonable wash-up time when needed.

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

Section 1

Full and part time regular duty assignments will have fixed days off, except that rotating days off may be established upon 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 30 days in advance of any Postal Support Employee (PSE) being assigned to 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.

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 first full week in December to December 24th. A minimum of one slot per week will be provided for each week in the vacation period.

B. Full Weeks

Employee selections must be in units of full weeks.

C. Taking Leave As Scheduled

Employees are expected to take their scheduled annual leave during the week signed for. 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.

D. Time Limit For Completion Sign Up

All signing for scheduled vacation shall be completed prior to the beginning of the leave year.

E. Leave Schedule

There will be one leave schedule for each craft represented by the APWU.

F. Withdrawing

If an employee needs to withdraw from the vacation period signed for on the leave schedule, notification shall be submitting in writing to the employee's supervisor. The supervisor will provide notice to the APWU designee within a reasonable period. Vacated period(s) shall be posted as soon as they become vacant, provided that the withdrawal is prior to the Wednesday posting of the schedule. Periods vacated due to resignations and/or retirements shall also be posted as soon as they become vacant.

The vacated period(s) will be made available for choice on seniority basis to the employees within the applicable craft list.

G. Availability

Leave schedules will be posted

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

The choice period will be the total vacation period, as defined in Item 4.A.

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

The beginning day of the employee's vacation shall be Monday. Employees without Saturday and Sunday scheduled days off (including PTF's) may voluntarily change their work schedules, if desired, so that Saturday and Sunday will be their scheduled days off immediately prior to and after their scheduled vacation.

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

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

During the first round of signing by seniority for annual leave:

- A. Employees who earn 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 20 to 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.

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

Convention Leave

The Union may reserve block the week containing the National and/or State convention to be used for attending one or both of the conventions. If this week is not reserved, management will give maximum consideration to requests for time off to attend the convention(s).

Jury Duty

An employee who is called for jury duty during their choice vacation period is eligible for a like number of open weeks within the choice vacation period.

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

The maximum number of clerk craft employees to be granted signed annual leave each week during the choice vacation period will amount to 16% of the total number of employees within each leave schedule.

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

The annual leave sign-up 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, no later than November 1, publicize on the official bulletin board the beginning date of the new leave year.

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

Scheduling Additional Annual Leave during Sign-up Period

On the second annual leave sign-up, the employee may sign for any amount of annual leave (full weeks) earned during the leave year, if they so desire. Weeks will be awarded by seniority within any remaining spaces.

Application for Other Annual Leave

After all employees have had all of the opportunities to schedule their vacations for the following year, any additional annual 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 provided they notify their supervisor on Form 3971 at least two weeks prior to the scheduling Wednesday prior, but no sooner than 12 months prior. The employee must have the required amount of uncommitted annual leave to take the week(s) signed for. In the event two requests are submitted the same day, the week will be awarded by seniority.
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.

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.

Reserved.

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. 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.

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

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

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 provided such action is not to the detriment of any employee on a regular assignment. Prior to the denial of any light duty request the Union shall be contacted and a meeting will be scheduled expeditiously in order to explore alternative methods.

Item 17 – Identification of assignments that are to be considered light duty within each craft represented in the office

The identification of assignments will be on an as needed basis and subject to all applicable laws and regulations.

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, bomb threats, or other emergencies, 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. The safety and welfare of postal employees will be the first priority in any decision. Employees will be notified as soon as possible. The APWU will be notified of management's decision as soon as practical.

ARTICLE 20 – PARKING

Item 19 – The assignment of employee parking spaces

The current practice of parking on a first-come, first-served basis shall continue. However, management reserves the right to assign a reserved space for the Postmaster and a reserved space for a supervisor.

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 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.

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

Section 1 – 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 Post Office.

Section 2 – 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).

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 – 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.