

Memorandum of Understanding

Between

The United States Postal Service,
Brush Prairie Washington Post Office

And

The American Postal Workers Union, AFL-CIO
Portland Oregon Area Local

2018-2021

Prologue:

This Memorandum of Understanding, entered into in the month of September 2020, between the designated representative of the APWU and the designated representative 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.

Item #1. Additional or longer wash-up periods.

A reasonable amount of wash up time will be granted to all employees. Additional wash up time may be granted as necessary. Management shall comply with all directives regarding wash ups for biochemical and infectious disease.

Item #2. The establishment of a regular workweek 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 work week days shall be consecutive days. Duty assignments with rotating days off may be established by mutual agreement of parties.

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

No employee will be required to report to work with less than an eight (8) 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 #3 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.

In the event of Acts of God, civil disorders, extreme weather conditions, 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, advice and restrictions of local authorities, and the safety and welfare of postal employees.

Item #4. Formulation of local leave program.

Section 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.

Section 2 – Full Weeks

During the Annual Leave signing period employees' selections must be in units of full basic work weeks.

Section 3 – Leave Schedules

There will be one leave schedule for each craft represented by the APWU. Each leave schedule will contain a minimum of one slot per week.

Section 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 forty-eight (48) 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 the employee who has been notified it is their turn to sign.

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.

Item 4 – Formulation of local leave program

Section 5 – 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.

Section 6 - 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. 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.

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

The choice vacation period shall be the total vacation period, excepting the first, four (4) full weeks of December.

Item #6. The determination of the beginning day of an employee's vacation period.

A. The first day of the employee's Annual Leave shall be the first day following their days off, The signed week shall be the week which will contain the majority of the work days. Employees may request an exception to this rule with the final decision to be made by the employees Supervisor.

B. The vacation period for Stations Clerks with Sunday and rotating days off will begin on Monday and be for seven (7) consecutive days.

C. No employee will be required to work overtime on either their nonscheduled days prior to scheduled leave or on their last scheduled work day prior to their scheduled days off and leave.

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

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.

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. The affected sign-up period shall be handled in accordance with Item 4, Section 6 (Withdrawing) of this Memorandum.

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 there will be a minimum of one (1) slot available each week for the leave year.

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 publish the date of the beginning of the new leave year in a prominent manner on the employee bulletin boards by November 1.

Item #12. The procedures for submission of applications for annual leave 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.

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 requests 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.

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 scheduling 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. 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.
8. Full-Time and part-time regular Employees who do not volunteer on what would otherwise be their holiday or designated holiday, 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.

Item #14. Whether "Overtime Desired" lists in Article 8 shall be by section and/or tour.

An Overtime Desired List 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.

Item #15. The number of light duty assignments within each craft or occupational group to be reserved for temporary or permanent light duty assignment.

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 so that no regularly assigned member of the regular work force will be adversely affected.

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 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. The 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.

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 Brush Prairie Post Office shall comprise a section.

Item #19. The assignment of Employee Parking Spaces

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

Item #20. 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 Plan.

Clerk Craft:

A. Annual Leave approved to attend Union activities prior to the granting of choice Vacation leave weeks will be counted as provided for in Item #9 of the Memorandum.

B. Management shall make every effort to grant leave for Union Officers and Stewards to attend Union seminars and business sessions (training). Such requests shall be honored providing their absence does not adversely affect Postal Operations. A properly completed PS Form 3971 requesting Annual Leave or Leave Without Pay should be submitted at least forty-eight (48) hours in advance of such requests.

Item #21. Those other items which are subject to local negotiations as provided in the craft provisions of this Agreement.

Bulletin Boards

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

Form 1723

Management shall prepare in advance Form 1723 for all 204b assignments and forward a copy to the Union. Form 1723 shall also reflect the supervisor or vacancy relieved.

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 of this Agreement relating to seniority reassignments and posting.

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.

Section 3 – Place of Posting

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

Section 4 – Length of Posting

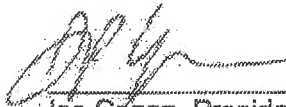
Notice of clerical vacancies in the clerical craft shall remain posted for ten (10) calendar days.

Section 5 – Notification


Wherever reference is made in this Local Memorandum of Understanding or the Collective Bargaining Agreement to the Steward, Local President, or Union, the parties agree that notice shall be sent to the regular mailing address of the Portland Oregon Area Local with a courtesy copy provided to the local steward.

Duration

The preceding Memorandum of Understanding between the Brush Prairie Post Office and the Portland Oregon Area Local acting as a representative of the APWU shall be effective on the date shown below and shall remain in full force and effect until such further time as directed by the National Parties of the United States Postal Service and the American Postal Workers Union.



Joe Cogan, President
Portland Oregon Area Local
APWU
Date: 8/29/2020



Reba Kelsey, OIC
Brush Prairie Post Office
USPS
Date: 9/30/2020

