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# LOCAL MEMORANDUM OF UNDERSTANDING

between the  
UNITED STATES POSTAL  
SERVICE

PORTLAND, OREGON

And the

AMERICAN POSTAL  
WORKERS UNION

PORTLAND OREGON

AREA LOCAL, CLERK

CRAFT

2018-2021

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

Reasonable wash-up time will be granted to all clerks prior to lunch, and to Clerks who perform exceptionally dirty work prior to the end of tour.

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

The basic work week shall have consecutive fixed days off except that in the stations some basic work weeks shall have one fixed and one rotating day off. Basic work weeks with consecutive fixed days off in the station will be established wherever possible upon position vacancy. Upon vacancy of a position with one fixed and one rotating day off, the Union will be given an opportunity to review the position and offer input to determine if the position may be posed with fixed consecutive days off.

The parties recognize the modified work week as a legitimate alternative where such schedules meet operational needs.

**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 civil authorities, and the safety and welfare of Postal employees.

Management will work with union officials in the effort to protect the safety and welfare of employees and shall notify the Union of any determination to curtail operations as soon as is practicable.

**Item #4. Formulation of local leave program**

**A. Total Vacation Period**

The total vacation period to be included on the leave schedule shall run from the first day of pay period 6 through the last day of pay period 5, except for the Christmas period. The Christmas period shall be defined in the following years **to apply to Item # 4.C.1, 4.C.2, 4.C.2.b, 4.C.2.d, 4.C.2.h and 4.C.2.i:**

**2017 December 2nd through December 22nd**

**2018 December 1<sup>st</sup> through December 21<sup>st</sup>**

Management may determine that vacation scheduling opportunities may be available during the Christmas period in certain annual leave schedules. This determination will be made prior to the annual leave sign-ups. Extra consideration will be given to requests for incidental annual

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leave for the period of time between 12/25 and 01/01 each year. Management shall provide the Union President or designee lists of employees by section for Pay Period 24 by the end of Pay Period 25.

**B. Full Weeks**

Employee selections must be in units of full basic work weeks.

**C. Leave Schedules**

In the Clerk Craft, schedules will be provided as follows, subject to changes by mutual agreement during the life of the Memorandum.

Employees will sign for leave in the annual leave schedule associated with their principal assignment area.

1. One schedule for all clerical employees assigned to each Station/Branch/Finance unit, including AMF Window Clerks and Pay Location 001 (Station Relief Clerks).
2. One schedule for each tour for all clerical employees assigned to a facility except as noted below:
  - a. One schedule for each tour for Registry Section employees.
  - b. Schedules within Administrative Offices.
  - c. One schedule for each tour for Automation (letters and flats).
  - d. One schedule for each tour of the Access Control Office Clerk Staff.
  - e. One schedule for each tour for BMEU employees.
  - f. One schedule for mailing requirements.
  - g. One schedule for each tour for APBS/EPPS.

Changes in pay locations which affect annual leave scheduling shall only be made by mutual consent between the parties.

In all annual leave sign-up books, at least one annual leave sign-up slot will be provided for each week in the leave year.

**D. Presentation Procedures**

Both parties agree to cooperate in order to complete the Annual Leave sign-ups in the most expeditious manner possible.

1. During the annual leave sign-up. The APWU designees at each facility will present the necessary Annual Leave Sign-up information to the employees.
2. All signing for scheduled vacation shall be completed prior to the beginning of the following leave year addressed in Section 4-A. 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 immediately, twenty-four hours from the time a request is made to make a selection will be given for the employee to decide. If a selection is not made in that time,

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the employee will be passed and others will be allowed to make their selection. By-passed employees may sign when ready but their selection shall not deprive others of their selection.

- a. Employees in sections utilizing Annual Leave Bidding Sheets shall return their Annual Leave Bidding Sheets to the appropriate point by the date specified, or shall be passed over until the bidding sheet is returned, unless it is brought to the attention of the APWU designee that unforeseen circumstances prevented the employee from returning the sheet on time.
- b. If an employee in a section utilizing the Annual Leave Bidding Sheets has selected a week which has been filled by senior employees, the employee will have 24 hours to make another selection from the time a complete list of weeks is presented to him/her.
- c. A week or combination of weeks selected in accordance with Item 7 of this Memorandum is to be considered a single choice, regardless of how many weeks are chosen.
- d. As with all Annual Leave sign-up procedures, in no event shall an employee be bypassed out of seniority simply because a week or combination of weeks chosen were not available.

E. Taking Leave As Scheduled

Employees are expected to take their scheduled annual leave during the week signed for unless some emergent condition prevents them from doing so.

F. Withdrawing

When an employee needs to withdraw from the vacation period signed for on the leave schedule, a written request will be submitted to their immediate supervisor. Notification will be given to the APWU designee within 24 hours. Such written requests shall be submitted as far in advance as possible.

1. Annual Leave vacancies created by withdrawals (i.e., lack of available Annual Leave or personal reasons or leaving the Bargaining Unit) with two weeks advance notice will be available for choice on seniority basis to employees within the section covered by the schedule.
2. Annual Leave vacancies created by withdrawal without two weeks advance notice, will not be available for posting or for selection by other employees.
3. Annual Leave vacancies, created by an employee bidding on a vacant space, as provided for above, will not be available for posting or for selection by other employees.

G. Retaining Annual Leave Period When Reassigned

When an employee has scheduled Annual Leave in advance as required by the Local Agreement and afterwards is awarded another position through the bid process, the scheduled period(s) will be retained unless such retention would work an extreme hardship on the gaining unit. If the decision is that an extreme hardship would occur, the reason shall be explained to the employee by the Supervisor making the decision, and the employee will be guaranteed an equivalent number of periods at some other time in the current leave year, subject to service needs and the personal desires of the employee.

Upon the request of the employee's Immediate Supervisor, the employee will advise his his/her immediate Supervisor, in writing, within 7 days of reporting to the gaining unit, of his/her

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scheduled Annual Leave for the remainder of the leave year. Failure to provide such notice in the above time frame could result in the employee not retaining their scheduled Annual Leave. The employee will be allowed an equivalent number of Annual Leave periods as they are available in the new section's Annual Leave Sign-up Book.

H. Availability

Leave schedules will be made available for review by employees or the Union in the Tour Office for those employees working at the Portland Plant and at each Station or Branch for employees working at those Stations or Branches. Changes will not be made to these books without the presence of the employee's Supervisor for which the change is being made, and an APWU Shop Steward.

I. Leave for APWU Officers

The full-time President and Vice President 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 Duration of the choice vacation period**

The choice vacation period shall run for 23 consecutive weeks starting with the second full week in May. In addition, the two weeks identified as spring break in Oregon and Washington public schools as well as the week in November in which Thanksgiving falls, shall be considered part of the choice period.

**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 employee's 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 Choice Vacation Period, in units of either 5 or 10 days.**

During the first round of signing by seniority for Annual Leave:

A. Employees who earn thirteen (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.

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B. Employees who earn twenty (20) to twenty-six (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

Management will allow up to eight (8) delegates from the Clerk Division to the Oregon State Convention and up to three (3) delegates from the Clerk Division to the National Convention additional leave outside of the choice vacation sign-up.

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 Article 10, Section F (Withdrawing) of this Memorandum.

**Item #9. Determination of the maximum number of employees who shall receive leave each week during the Choice Vacation Period.**

Maximum number of Clerk Craft employees to be granted signed Annual leave each week during the Choice Vacation Period will amount to 4.5% of the Choice Period Annual Leave sign-ups. Total Choice Period Annual Leave sign-ups will be based on the Clerk Craft employees on the rolls as of the beginning of Pay Period 24 of the year and in accordance with Article 10, Section 3.D of the National Agreement.

For Portland City Stations and Branches and Finance Units, including AMF Window Clerks:

- a. Each Annual Leave schedule with 6 or more employees will have at least 2 sign-up slots available for each week, starting with the first full week in June and running for twelve (12) consecutive weeks.
- b. Station Annual Leave sign-up slots shall be evenly divided within the Choice Period, rounding up if necessary.

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

The Annual Leave Sign-up Books 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.**

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The Employer shall publish the date of the beginning of the new leave year in a prominent manner on the front page of the Portland Personnel Bulletin and the appropriate craft bulletin boards no later than November 1.

**Item #12. The procedures for submission of applications for Annual Leave during other than the Choice Vacation Period.**

**Annual Leave Other Than Choice Period**

**A. 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 earned during the leave year, if they so desire. Weeks will be awarded by seniority for the time desired on the lists either within any remaining spaces in the Choice Vacation Period or in spaces outside the Choice Vacation Period. Within four (4) weeks following completion of the second sign-up, employees who have the potential of exceeding the maximum leave carry-over will be notified. Although each employee is responsible for reducing Annual Leave for the following year to not more than the 440 hours maximum allowed, Management is not required to automatically grant such leave at the end of the year to accommodate the maximum hours allowed.

**B. 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. Employees must have 40 hours (32 hours for a week containing a holiday) of previously uncommitted Annual Leave for each week for which they sign. The employee, with two weeks notification to their Supervisor on Form 3971, may elect to use 3-5 consecutive days of Annual Leave within the week signed for.
2. For Advance Annual leave requests for personal reasons of up to one week, the employee will contact his/her Immediate Supervisor. The employee is responsible to insure that the immediate Supervisor acknowledges receipt of their request (via a signed PS Form 3971). A copy of the PS Form 3971, initialed by the Supervisor, shall be given to the employee at the time of the request. The immediate Supervisor will determine, subject to work 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 by section by starting time and shall be handled independently of scheduled Annual Leave. A sign-up list shall be retained for the complete tour, even though there is a change of Tour

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Supervisor. This does not prevent the Tour 1 Supervisor from granting Annual Leave to the employees who signed the Tour 1 list prior to exhausting the list compiled by Tour 3.

**Item #13. The method of selecting employees to work on a holiday.**

**A. Holiday Lists**

To determine which employees wish to volunteer to work on a holiday or day designated as the employee's holiday, Management will post lists for each section. The list will designate a preference to work day off, holiday and within or outside the section. The Holiday Sign-up Sheets will be posted two (2) weeks prior to the Tuesday holiday schedule posting.

The parties are reminded that non-traditional duties assignments may require a four day holiday period and/or two holiday schedule postings.

**B. Method of Scheduling Employees**

In selecting employees to work on holidays, the following priorities will be followed:

1. Full-time and part-time regular employees within the section who have volunteered to work on the holiday or their designated holiday.
2. Postal Support Employees.
3. All other full-time volunteers, within the section.
4. Full-time and part-time regular employees outside the section who have volunteered to work on the holiday or their designated holiday.
5. All other full-time volunteers, outside the section.
6. Full-time regular employees who do not volunteer on what would otherwise be their holiday or designated holiday, by inverse seniority.
7. Full-time regular employees who do not volunteer on what would otherwise be their non-scheduled day, by inverse seniority.

Employees on light/limited duty will be scheduled to work in accordance with the above order provided the work is within their restrictions.

**C. Sections for Holiday Scheduling**

Holiday scheduling will be done on a section, skill, and seniority basis. Full-time employees who volunteer to work on their designated holiday or non-scheduled day will be utilized within their section, unless all non-volunteers within the section were not scheduled to work. Sections for holiday scheduling will be defined as follows and will not be changed except upon mutual agreement between the APWU and the USPS. In any section that overlaps four (4) or more hours, PSE's will be used from both shifts if it is a day of the holiday schedule for either shift.

1. Each Station, Branch or Finance Unit, including AMF Window Clerks
2. Each section of Administrative Offices.
3. Outward section, each tour.
4. Inward section, each tour.
5. BMEU, each tour.
6. Automation section (Letters and Flats), each tour.



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7. Access Control Office Clerks, each tour.
8. APBS/EPPS, each tour.
9. Mailing Requirements.

D. Exception in Selection

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.**

A. In the Clerk Craft of the APWU, an overtime desired list shall be established on a tour and section basis.

B. For the purpose of this article, sections shall be defined for each facility as listed below. The following list, defining sections, may be changed upon mutual written agreement between the Union and Management.

1. Each Station, Branch, Finance Unit, DCU, and Station Relief.
2. Outward section, each tour. (eg: Sack Racks, SWYB, Express, Manual 030/060, ACO clerks, Expeditors, Ramp Clerks, Registry & Nixie)
3. Inward section, each tour
4. APBS/ EPPS – each tour.
5. AMF retail, each tour.
6. BMEU, each tour.
7. Automation section (letters and flats), each tour.
8. Each section of Administrative Offices.
9. Mailing Requirements.

C. Employees working at the Main Office, but from areas other than those listed above, will sign the established list for their section. Employees working overtime on their non-scheduled day will be permitted to work in any section to complete their eight hour shift without committing Management to overtime for scheduled employees working in those sections.

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D. On-duty Clerks on the ODL from other sections from the same facility on the same Tour possessing the required skills will be utilized before resorting to required overtime.

E. Overtime desired list employees will be utilized to the maximum extent practicable prior to required overtime. Employee preferences as to number of hours worked and/or on non-scheduled day will be honored, if possible, based on work conditions.

F. It is the intent of Management that whenever possible non-ODL employees shall not be required to work overtime on their scheduled day unless notification of such overtime is given prior to their final rest break or one hour, whichever is earlier. It is also Management's intent that ODL employees receive one-hour notification of overtime, whenever possible.

G. It is the intent of Management that whenever possible non-ODL employees shall not be required to work on non-scheduled day unless notification of such overtime is given by Wednesday of the preceding week prior to the employee's non-scheduled day(s). When overtime opportunities arise for those employees on the ODL but not a work at the time, those employees shall be notified of the overtime by phone, provided that:

1. The employee has indicated on the ODL sign-up sheet that they wish to be called.
2. The employee has provided a current phone number to their Immediate Supervisor.
3. The employee takes the call in person.

Absent any of these 3 conditions, the employee will be deemed unavailable for overtime.

**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 the Clerk Craft from any other craft.

In the Clerk Craft a suitable and reasonable number of temporary light duty assignments will be provided by the employer.

**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.**

Method of Reserving Light Duty Assignments

Requests for light duty assignments shall be written requests

To ensure that no regularly assigned member of the regular work force will be adversely affected by the reservation of light duty assignments, the following method shall be used to reserve the assignments:

- A. Permanent Light Duty  
Assignment to a permanent light duty assignment shall be in accordance with the

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provisions of Article 13 of the National Agreement and other laws and regulations.

**B. Temporary Light Duty**

Temporary light duty assignments shall be limited to 180 calendar days. Employees must provide supporting medical documentation after each 30 day period, unless convincing medical documentation show that the illness or injury is not permanent and recovery is expected within 180 days. Exceptional cases may be extended upon mutual agreement between Management and the Union of up to 365 days. The method of placing employees in temporary light duty assignments will be in the following order of recourse:

1. Modification of the employee's current position shall be the normal method of accommodating temporary light duty.
2. Where modification of the employees' current position would seriously affect the production of the assignment, light duty assignments will be in the following order of recourse:
  - a. To another section.
  - b. To another tour.
  - c. To another facility.
  - d. To another craft.

**Item #17. The identification of assignments that are to be considered light duty within each craft represented in the office.**

For the purposes of this article, permanent light duty work assignments available for the Clerk Craft shall be identified as being 8 hour assignments. Unless the position involves a Non-Traditional Full Time (NTFT) employee, then bid position number of hours.

**Item #18. The identification of assignments comprising a section, when it is proposed to, reassign within an installation employees excess to the needs of a section.**

Sections for reassignment purposes will be defined by position description, level, and tour except for the following, which shall also be separate sections:

Mail Processing Clerks with schemes, by tour.

Any addition to or deletions from the above list will be subject to mutual agreement by the APWU and USPS.

**Item #19. The assignment of employee parking spaces.**

Employee parking spaces shall be filled on a first-come, first-serve basis, except where Management is required by law to comply with Federal or State Clean Air Acts. There shall be established a parking space for the APWU General President or their designee. An appropriate parking decal shall be required for the vehicle parked therein.

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A Parking Committee, with appropriate representatives for the Postal Service and up to four (4) representatives from the APWU shall be established. The committee shall be tasked with resolving problems such as security, re-striping, peak traffic times, unauthorized vehicles, and Postal Service vehicle parking. Parking Committee recommendations may be discussed in detail at Joint Labor and Management meetings. The committee shall convene no less than once per quarter year, or as mutually agreed.

**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.**

A. Annual Leave approved to attend Union activities prior to the granting of choice Vacation leave weeks will be counted in the percentage 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.**

Large bulletin boards assigned for exclusive use of the APWU are as follows:

- East wall near employee entrance
- South wall near and for the APWU Maintenance Craft.
- West wall near and for the APWU Postal Vehicle Service.
- Vehicle Maintenance Facility
- Each Office of Stations and Branches

Any additions or deletions from the above list will be subject to mutual agreement by the APWU and the USPS.

**Item #22 Local implementation of the Agreement relating to seniority, reassignments and posting**

A. Seniority List

A new seniority list shall be provided to the Union on a quarterly basis (Postal quarter).

B. Reposting – Change in Duty Assignments

1. A change in duty assignments as specified below shall require reposting:

- a. Any change of assigned schemes
- b. The addition of any schemes to assignments where schemes were not previously assigned.
- c. Any changes in starting time of more than hour.

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

Any change in principal assignment areas defined below:

1. Each Station, Branch, or Finance Unit
2. Station Relief Clerks
3. AMF
4. APBS / EPPS
5. Automation Operations (Letters)
6. Automation Operations (Flats)
7. Outward Operations (eg: Sack Racks, SWYB, Express, Manual 030/060, ACO clerks, Expeditors, Ramp Clerks, Nixie)
8. Registry Section
9. Inward Operations
10. Bulk Mail Entry Unit
11. Each Section of Administrative Offices

The above list defining principal assignment areas may be changed upon mutual agreement between the Union and Management.

3. Any bid assignment originally posted with the duties divided between two or more sections, locations, buildings, or work areas that develop into an eight hour position in any of the aforementioned areas shall be reposted unless the incumbent has held the position for more than one year, or upon mutual agreement of the employee and the Union to allow the employee to accept the new assignment.

C. Place or Posting

Clerical vacancies shall be posted through the medium of the HRES Vacancy Notice every 28 days. Personnel Bulletins will continue to be posted biweekly. All assignments prepared for posting shall be made available for review and discussion with the Union prior to the date of posting.

D. Length of Posting

Notice of clerical vacancies in the Clerk Craft shall remain posted for not less than ten (10) calendar days.

E. Withdrawing Bids

Any employee bidding on a vacant or newly established duty assignment shall be able to cancel his/her bid up to and including the last date and time that bids are to be accepted.

F. Bidding

In accordance with Article 37 of the National Agreement, bids will be by phone bidding at 1-877-477-3273 (TTD 1-800-266-7208) and by computerized bidding.

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G. Awarding

Official notification of the awarding of Clerk jobs shall be through the HRES posting on the second Monday of each AP.

H. Tours

All posted duty assignments for the Portland Installation shall include the following tour designations:

Duty assignments with a begin tour from 20:00-03:59 shall be Tour 1.


Duty assignments with a begin tour from 04:00-11:59 shall be Tour 2.

Duty assignments with a begin tour from 12:00-19:59 shall be Tour 3.

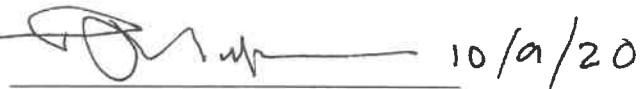
Wherever reference is made in this Local Memorandum or the National Agreement to "tour" the above designations shall be applied.

Duration

The preceding Memorandum of Understanding between the Portland Oregon Post Office and the Portland Oregon Area Local 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

  
\_\_\_\_\_  
Titus Muyuela  
Lead Manager Distribution Operations  
Portland P&DC, USPS

Date