

Union Initials:

APC

Management Initials:

CL

**LOCAL MEMORANDUM OF
UNDERSTANDING
between the
UNITED STATES POSTAL
SERVICE
PORTLAND, OREGON
And the
AMERICAN POSTAL
WORKERS UNION
PORTLAND OREGON
AREA LOCAL, MVS CRAFT
2018-2021**

Union Initials: HE

Management Initials: ca

Item #1 Additional or longer wash up periods.

1. A 5-minute wash up time shall be granted to all employees prior to lunch and end tour.
2. Additional wash up time may be granted, as necessary.

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

All full-time employees shall have a regular workweek of five (5) days with fixed days off as specified in Article 8 of the National Agreement.

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 vacation periods to be included on the leave schedules shall run from the first day of the leave year through the last day of the leave year, except for the period commencing on the first Saturday in the month of December through December 24th.

B. Full Weeks

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

C. Leave Schedules

1. Motor Vehicle Operations
 - a. Vehicle operators will be considered one group.
 - b. Vehicle operations clerks will be considered one group.
2. Vehicle Maintenance Facility

Annual leave shall be signed for in the following manner. There shall be a separate schedule for each job category. They will be allowed one employee off per tour, per week.

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- a. Lead Automotive Technician
 - b. Body & Fender
 - c. Garageman
 - d. Automotive Technicians and Automotive Mechanics
 - e. Parts Room Clerks
 - f. Administrative Clerks
3. Vancouver Auxiliary Garage
There shall be one employee off per week.

D. Presentation Procedures

1. The Employer shall, no later than October 15th for PVS/November 15th for VMF, publicize on the bulletin board, and by other appropriate means, the list of all employees on the rolls as of PP-21, number of weeks of annual leave each employee is entitled to sign for, and will list the names and seniority numbers of the first and last employees to sign on each day. Postal Vehicle Service (PVS) employees will sign-up for the first round of selections in the choice vacation period which will begin on the last Monday in October for fifteen (15) consecutive weekdays excluding holidays. Vehicle Maintenance Facility (VMF) employees will sign-up for the first round of selections in the choice vacation period which will begin on the last Monday in November for fifteen (15) consecutive weekdays excluding holidays.

2. Prior to the sign-up for the first round of selections in the choice vacation period, selected delegates to attend National, State and/or Regional Union conventions (Assemblies), if known, shall sign for the requested leave falling within the choice vacation period. Where the specific delegates to the Union Convention (Assembly) have not yet been determined, the Employer will make every reasonable effort to grant such requests consistent with service needs.

3. A selected delegate attending a National, State and/or Regional Union convention (Assembly) during the choice vacation period is eligible for another available period provided this does not exceed the maximum number of employees entitled to be on leave nor deprive any other employee of first choice for scheduled vacation.

4. The vacation sign-up will begin at 0001 each day. If an employee is not present, he/she must leave the choice of selections on a signed Item 0-13 with the supervisor, or contact the Supervisor on duty informing him/her of the selection(s) prior to sign-up. If an employee is not present, fails to leave a signed Item 0-13, or fails to contact the supervisor on duty and the Union designee is unable to contact the employee, that employee shall be bypassed. For all verbal selections, the supervisor will write the employee's name in the selected period(s) and initial.

5. All signing for scheduling vacations shall be completed prior to the beginning of the leave year. The employee shall be responsible for determining the vacation period(s) desired and be allowed four (4) hours to make his/her selection(s) from the time it is the employee's turn to sign. If a selection is not made in time, the employee will be bypassed and the next junior employee allowed to make his/her selection. Bypassed employees may sign when ready, but their selection shall not deprive others of their selection.

E. Taking Leave As Scheduled

Each week of scheduled annual leave for all employees shall consist of forty (40) hours unless the week signed for includes a holiday pursuant to Article 11.1.

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

F. Withdrawing

When an employee needs to withdraw from the vacation period signed for on the leave schedule, a written request by the employee and approved by the Union designee shall be submitted to the Supervisor on duty. All written requests for leave withdrawal shall be submitted as far in advance as possible, but no less than fourteen (14) days prior to the start of the signed vacation period.

1. Annual leave vacancies created by the employee's request for withdrawal with cause (i.e., personal reasons, retirement, resignation, termination, transfer or otherwise leave the bargaining unit) with no less than fourteen (14) days' notice, will be posted for bid seven (7) days. The period vacated will be available to employees within the section and awarded to the senior bidder.

2. Annual Leave vacancies created by the employee's request for withdrawal with less than fourteen (14) days' notice will be made available for incidental leave requests. Employees on the tour where the vacancy came from may apply for this period as incidental leave on a first-come, first-served basis. The first eligible employee may be granted this incidental leave if it does not cause undue hardship such as the drafting of non-ODL employees and/or the use of penalty overtime.

3. Annual Leave vacancies, created by the employee's bidding on a vacant period, as noted above in #2, will be made available for incidental leave requests of 1 to 3 days.

4. An employee bidding on a vacant period must have available annual leave for the selection desired.

5. All advance commitments for granting annual leave must be honored except in serious emergency situations.

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, but 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.

H. Availability

Leave schedules will be made available for review by employees or the Union at the location where Motor Vehicle Craft employees are assigned.

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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 twenty-four (24) consecutive weeks beginning with the first full week in May and continue through the week that includes October 15th. In addition, the two (2) weeks identified as spring break in the Portland and Vancouver public school system, the week in November that includes Thanksgiving, and the week following the exclusion period from Christmas December 25 for (7 days) through December 31 as noted in Item #4A will also be considered as part of the choice vacation period. The parties understand that the week following the Christmas choice week may result in a shorter than 7 day non-choice leave period.

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

- A. Employees with consecutive days off shall have their first day of annual leave be the first day following the employee's assigned days off.
- B. Employees with Split Days Off may choose to begin their annual leave following the first or second scheduled day off, as long as a majority of the leave taken is within the week signed for.
- C. Part-Time Flexibles shall start their annual leave on Monday.
- D. Upon written request made by the employee, exceptions to the beginning of the leave period may be made by management based on work conditions.

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.
- 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

See Article 10.3.F of the National Collective Bargaining Agreement.

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

The maximum number of Motor Vehicle Service Employees to be granted signed annual leave each week during the choice vacation period will amount to 4.5% of the total choice vacation period annual leave sign-ups for all employees in a section. The maximum number of Motor Vehicle Service Employees to be granted signed annual leave each week during the non-choice vacation period will be calculated by dividing the total non-choice vacation period annual leave sign-ups for all employees in each section, by the number of weeks in non-choice (21 weeks). Rounding of numbers for slots, .49% and below will round down, .50% and above will round up.

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

Employees who have signed for vacation periods shall complete Form 3971 for the period(s) signed for and submit to their supervisor not later than ten (10) days prior to the start of their vacation period. The Posted Annual Leave Chart shall be the official notice of the vacation schedule approved for the employee.

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 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. Other Leave

1. After all employees have had the opportunity to sign for annual leave within the choice vacation period on the first sign-up, employees may sign for the balance of the annual leave earned during the leave year during the second sign up period, if so desired, **and will include all weeks unsigned for in Choice and non-Choice.**

2. The second vacation sign-up period will begin at 0001 each day. If an employee is not present, he/she must leave the choice of selections on a signed Item 0-13 with the supervisor or contact the supervisor on duty informing him/her of the selections prior to sign-up. If an employee is not present, fails to leave a signed Item 0-13, or fails to contact the supervisor on duty and the Union designee is unable to contact the employee, that employee shall be bypassed. For all verbal selections, the supervisor will write the employee's name in the selected period(s) and initial.

Union Initials: JK

Management Initials: ML

3. All signing for scheduled vacation shall be completed prior to the beginning of the leave year. The employee shall be responsible for determining the vacation period(s) desired and be allowed four (4) hours to make his/her selection(s) from the time it is the employee's turn to sign. If a selection is not made in time, the employee will be bypassed and the next junior employee allowed to make his/her selection. Bypassed employees may sign when ready, but their selection shall not deprive others of their selection.

4. After all employees have had an opportunity to sign up for their annual leave vacation planning during the 1st and 2nd rounds for the following leave year, employees may sign for any additional annual leave needs during the third round of vacation planning under the following rules:

a. The Third (3rd) round of Annual Leave Vacation sign-up will begin one (1) day after the completion of the second round of annual leave and will conclude one (1) day prior to the start of the new leave year.

b. Each employee may only sign for **two (2)** additional week of choice vacation remaining vacant on the leave schedules on a first-come, first-serve basis.

c. For the non-choice weeks remaining vacant on the leave schedules employees may sign for as many weeks as they wish so long as the employee has a sufficient amount of uncommitted annual leave on the books on the day of the signing.

B. Application for Incidental 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 **supervisor and the following procedures:**

1. Employees may sign on a first-come, first-served 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 the 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 ensure 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 employees third 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.**

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

A. Holiday Lists

To determine which employees wish to work on a holiday or day designated as the employee's holiday, Management will post a Holiday Sign-Up list for full-time employees to sign prior to the holiday. The Lists will allow the employees to designate a preference to work their holiday, scheduled day(s) off or both. The Holiday Volunteer Sign-Up Sheet will be posted at least two (2) weeks prior to the Tuesday holiday schedule posting. The Holiday Volunteer Sign-Up Sheet will not be taken down until the Thursday prior to the Tuesday Holiday schedule posting. The above language requires a separate posting for both the Vehicle Operations section and the Vehicle Maintenance section.

B. Method of Selecting Employees

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

1. Full-time regular employees by seniority who have volunteered to work their designated holiday.
2. All Postal Support Employees, even if overtime is necessary.
3. All Part-Time Flexible employees, even if overtime is necessary.
4. All full-time regular employees by seniority who have volunteered to work their scheduled day(s) off.
5. All full-time regular employees by juniority who have NOT volunteered to work their designated holiday.
6. All full-time regular employees by juniority who have NOT volunteered to work their scheduled day(s) off.

C. Sections for Holiday Scheduling

Holiday scheduling will be done on a section, skill, and juniority basis. Sections for holiday scheduling will be defined as follows:

1. Vehicle Operations
 - a. Motor Vehicle/Tractor Trailer Operators
 - b. Vehicle Operations Clerks
2. Vehicle Maintenance Facility

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 to work by signing the holiday list.

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

Overtime Desired List

A. The Overtime Desired List for the Motor Vehicle Service Craft will be by section and tour. These sections will be defined as follows:

1. Vehicle Operations
 - a. Motor Vehicle/Tractor-Trailer Operators
 - b. Vehicle Operations Clerks
2. Portland Vehicle Maintenance Facilities

Union Initials:

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The VMF facilities shall be defined as the Portland Vehicle Maintenance Facility and the Vancouver Auxiliary Garage. The sub-sections for each of the two (2) facilities shall be defined as:

- a. Lead Automotive Technician.
- b. Body and Fender.
- c. Garageman.
- d. Automotive Technicians and Automotive Mechanic.
- e. Part Room Clerks.
- f. Administrative Clerks.

B. The rules and pecking order listed below will be used for scheduling employees for overtime.

1. Employees who have signed the Overtime Desired List (ODL) may select to work a 6th and/or 7th day. These employees will be scheduled first in accordance with the National Agreement.

2. Employees who signed the Overtime Desired List (ODL) will be required for overtime on a rotating basis by seniority starting with the senior most employee. The ODL will be maximized in accordance with the National Agreement.

3. Management agrees to schedule Motor Vehicle Operators and Tractors-Trailer Operators for overtime in accordance with the pecking order listed below:

a. Employees who have signed the Overtime Desired List (ODL) and are assigned to the tour the work is assigned on will be scheduled first up to 12 hours a day.

b. If no ODL employees on that tour are available, employees who have volunteered to work and assigned to that tour will be scheduled by seniority.

c. If all employees from a and b have been exhausted, then employees on the ODL assigned to other tours, who have expressed a desire to work overtime on tours other than the tour they are assigned to, in accordance with "e" below will be scheduled by seniority on a rotating basis up to 12 hours.

d. If more employees are needed than what a, b and c can provide, employees not on the ODL and assigned to the tour the work is assigned to, will be scheduled in a rotating manner by juniority.

e. Employees desiring to work overtime on tours other than the tour they are assigned to may submit a Form 13 to their supervisor stating their desire.

f. Employees will be considered "by-passed" if they cannot be reached by phone or do not respond when initially called, if they are not available for work due to sick leave, annual leave, light/limited duty, or do not possess the necessary documents required to operate a vehicle, etc.

g. The Weekly Schedule shall be posted on Wednesdays Prior to Tour 1 employees leaving work.

h. The ODL will be posted throughout the quarter in each work area.

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Item #15 – Number of light duty assignments to be reserved

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.

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 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 120 calendar days and must be supported by medical documentation after each 30 day period. Light Duty assignments exceeding 120 days shall be considered Permanent Light Duty. Exceptional cases may be extended upon mutual agreement between Management and the Union of up to 180 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 in the Motor Vehicle Service Craft that may be available shall be identified as an assignment up to eight (8) 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.

Assignment comprising a section in the Motor Vehicle Service Craft for the purpose of reassigning employees when they have become excess to the needs of the section shall be:

1. Vehicle Operations
2. Vehicle Maintenance Facility

Union Initials:



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Item #19. The assignment of employee parking spaces.

Motor Vehicle Craft:

Employee parking spaces shall be filled on a first-come, first-served 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.

The time elected delegates from the Motor Vehicle Service craft to take leave for Union activities shall be charged to the choice vacation period, but will not be charged to the employee's choice vacation period as long as no other employee is prevented from obtaining his/her first choice for vacation.

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

- A. Bulletin Boards exclusively for APWU **Motor Vehicle Service** use will be provided by the Employer for the **Postal Vehicle Service Operations**, the **Vehicle Maintenance Facility** and **Vancouver Mini-Vehicle Maintenance Facility** and placed in a **mutually agreed** area for each unit.

1. Portland Vehicle Maintenance Facility bulletin board will be in the main hallway of the VMF offices.

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

C. Employees on the Overtime Desired List are expected to perform overtime work when called upon or scheduled. Employees on the Overtime Desired List shall be bypassed and counted as having an opportunity to work overtime per call-in attempt to the employee's telephone number of record made by the supervisor on duty if the employee requests to be excused from performing overtime assignments. Management will make every effort to grant such requests. Employees on the Overtime Desired List that are on approved leave (i.e. A/L, S/L, M/L, LWOP) shall be bypassed and counted as having an opportunity to work overtime.

D. Prior to the annual leave sign-up, military personnel will make every effort to present their schedule of military duty, if known, to their supervisor. If the schedule for military duty is not known or available prior to annual leave sign-up, military personnel will notify their supervisor as soon as their schedule is known.

An employee who is called for military duty during the employee's scheduled choice period is eligible for another available period provided this does not deprive any other employee of first choice for scheduled vacation.

- E. Supplemental Vehicle Accident Report

After submitting the required official reports for reporting an accident, an employee shall have forty-eight (48) hours from the time of the accident to provide a supplemental statement which will be added to the material to be reviewed by members of the Safe Driving Award Committee.

- F. Moving Vehicles

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Management Initials:

CL

During the transfer or shuttling of vehicles for operating purposes at Christmas time, Motor Vehicle Service non-supervisory employees shall, as much as possible, be given first consideration to perform these duties.

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 upon receipt of written request. The seniority list will include first name, middle initial, last name, service seniority, seniority for preferred assignments, EIN, Job ID number, Level and Step.

B. Place of Posting

The posting of the seniority list and bid assignments shall be on the official bulletin board located in the Vehicle Operations Dispatch Office, Vehicle Maintenance facility and Vancouver VMF.

C. Change in Hours

When a change of the employee's bid assignment exceeds two (2) hours, the assignment will be posted, except the employee shall have the option of remaining in the assignment if he/she so desires.

D. Withdrawing Bids

An employee may be allowed to withdraw his/her bid on a vacant or newly established duty assignment up to and including the last day that bids will be accepted by providing the supervisor a written request for withdrawal approved by the Union designee.

E. Posting of Bids

1. **PVS Management will provide the Union/MVS Craft Director with the proposed bid package within 60 days of the Unions written request, excluding November 25th through January 2. The bid package will include all bidding documents.**

Drivers will be given 10-day Notice of the beginning of the bidding and the effective date. Driver Bid Date and Time Notification Sheet, Listing Date, Seniority Number, Name, Bid Time, and Place to Sign.

Route Sign-up Sheet Listing Position Title, PS Level, Route Number, Job ID Number, Truck Number, Scheduled Workdays, Work Hours, Non-Workdays and Place to Sign.

New schedule and Place to Sign, all PS Form 4533's for Weekday, Saturday, Sunday and Holidays on the appropriate color paper.

2. **When requested by the Union, all full-time regular Motor Vehicle Operator and Tractor Trailer Operator assignments will be posted for bid once each year.**

3. **A notice will be placed on the bulletin board and the Union reviewed package will be placed on the counter in the PVS office at least ten (10) days in advance of the sign-up reminding employees of the day and hours they must bid. The notice shall list the name, level and seniority number of the first and last person to sign on each of the five days of the week.**

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4. Bidding shall begin at 0001 each day **Monday thru Friday**, except an employee on duty prior to that time of the day may do so by seniority if it is their turn to bid. The employee shall be responsible for determining **their route** bid desired and be allowed **three (3)** hours to make his/her decision from the time it is the employee's turn to sign.

5. If an employee is not going to be present during their 3 hour bidding period, the employee will leave written bids on a signed PS Form O-13 or contact the supervisor on duty informing him/her of their bid selection. If the employee fails to sign, **leave a written bid, or call in**, the Union or the supervisor on duty at the time it is the employee's turn to sign, and will assign the employee to the open assignment which most closely resembles the assignment previously held. **No employee will be passed over, the next employee will not bid until the Union or Supervisor assign the employee to an open assignment most closely resemble the assignment previously held.**

6. If an employee's bid assignment changes more than thirty percent (30%) cumulatively during the course of the bid cycle the assignment will be posted for bid unless the employee holding the bid assignment opts to remain in the assignment. The percentage of change will be based on the percentage of service points changed when compared to the assignment as originally awarded.

7. The new bids will take effect the second pay period following the completion of the bidding process.

8. The Transportation & Network Manager will provide the Union/MVS Craft Director with all printed schedule changes of the PS Form 4533.

G. Employee Notification Process

The employee will be notified, in writing of any decision to change the assignment as far in advance as possible, but no later than 15 days prior to the effective date. The written notice will include the effective date. Exceptions to the 15-day notification process may be made upon mutual agreement between the employer and the union.

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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 11/12/2020
Date
Joe Cogan
President
Portland Oregon Area Local, APWU

Cesar Lopez 11/10/20
Date
Cesar Lopez
Portland P&DC, USPS