

Memorandum
Of
Understanding

APWU
&
USPS

Medford, Oregon
2016

Local Memorandum of Understanding

For the Clerk Craft and for the Maintenance Craft

Of

Medford, Oregon Installation

Preamble

THIS MEMORANDA OF UNDERSTANDING, entered into at Medford, Oregon, between the representatives of the U.S. Postal Service and the designated agent of the Union signatory to the National Agreement, American Postal Workers Union, Southern Oregon Area Local, pursuant to the Local Implementation Provision of the National Agreement. The Memoranda of Understanding constitutes agreement between the Southern Oregon Area Local of the APWU and the Management of the US Postal Service at Medford, Oregon.

Article 3 – Management Rights

Article 30, 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 civil disorders, weather conditions (fog, snow, flooding, etc.), other extreme 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 service, advice and restrictions of Local Civil Authorities, and the Welfare of Postal Employees. The Union President and the Union representative on duty shall be notified immediately of the decision.

Article 8. Section 1 – Hours of Work

Article 30, Item #2. The establishment of a regular workweek

A. Work Schedules

Craft bid positions shall be posted with fixed consecutive days off, Saturday/Sunday and/or Sunday/Monday where practicable.

B. Eight Hours Between Work Shifts

All craft employees will be allowed an eight (8) hour rest period between work shifts, including holiday schedules, off day overtime, schedule changes, off site training, etc.

C. Other Schedules

Other schedules may be established upon mutual agreement between Management and the Union.

Article 8, Section 5 – Hours of Work

Article 30, Item #14. Whether "Overtime Desired" Lists in Article 8 shall be by section and/or tour.

The Overtime Desired List shall be administered separately for Medford Customer Services and for the Southern Oregon P&DF.

For Customer Service facilities, an Overtime Desired List shall be established on a section basis. For the purposes of this item, sections shall be defined as:

- a. Main Office

- b. **Medford Carrier Annex**
- c. Each Station and Branch

The agreement for administration for the ODL in the Customer Service facilities will be based on the principle of utilization of ODL clerks in each unit separately until a point of mandating off the ODL is reached. At that point, ODL clerks from other facilities are to be utilized prior to mandating any non-ODL clerks.

Twenty one (21) calendar days prior to the start of the new quarter, Management shall post the ODL sign up on designated bulletin boards. The ODL sign up shall remain posted for fourteen (14) calendar days. **The ODL sign-up sheet will include the option to sign up for:**

- a. **Pre and Post Tour overtime**
- b. **Scheduled Day Off (SDO) overtime**
- c. **Other Medford installation facilities overtime**

When no emergency exists and less than one (1) hour notice has been given to work overtime, an employee with a reasonable excuse shall not be required to work.

Before mandating non-ODL employees for overtime, volunteers with the applicable skills will be utilized, by seniority.

An employee may opt to bring his/her name forward from one overtime desired list to another when he/she is the successful bidder in another facility within the Medford, OR installation. The employee shall notify management at the new facility in writing within one pay period following the effective date of the new assignment.

Clerk Craft:

The Overtime Desired List (ODL) shall be office-wide, according to craft. Employees requesting to be placed on the 12-hour ODL will be so designated with an asterisk (*)

Maintenance Craft:

Overtime Desired Lists shall be established on a Mail Processing and Customer Service basis. For the purposes of this item, sections shall be defined as:

- | | |
|--|--------------------------------------|
| a. Electronic Technician (ET) | Mail Processing |
| b. Mail Processing Electrician (MPE) | Mail Processing |
| c. Maintenance Mechanic | Mail Processing and Customer Service |
| d. Building Equipment Mechanic (BEM) | Mail Processing and Customer Service |
| e. Maintenance Office Supply Clerk (MOS Clerk) | Mail Processing |
| f. All Custodial | Mail Processing and Customer Service |

Article 8, Section 9 – Hours of Work

Article 30, Item #1. Wash Up Time

Wash Up Time

All employees who engage in work that is dirty or work with toxic materials shall be granted a reasonable wash up time before going to lunch and at the end of his/her tour.

Article 10 – Leave

Article 30, Item #10. The issuance of official notices to each employee of the vacation schedule approved for such employee.

Management shall post the completed Annual Leave Sheets on all official bulletin boards in all Customer Service Units and the Southern Oregon P&DF no later than the first day of March each year.

Article 10 – Leave

Article 30; Item #4. Formulation of Local Leave Program

Formulation of Local Leave Program

The annual leave program will be administered separately between the Customer Service units and the Sage Road facility.

A. The Choice Vacation period and all weeks having holidays shall be indicated on the leave schedule.

B. The Union and Management shall meet during the last week in December each year to determine the dates for the first, second and **third** sign-ups.

C. Management shall post on all bulletin boards the dates and negotiated rules of vacation sign-up one week prior to the first sign-up date.

D. Employees shall submit Form 3971 requesting their vacation by giving the form to the supervisor administering the sign-up sheet when their turn arrives.

E. For the purpose of submitting vacation bids, the current seniority list will be divided into sections as negotiated by the Union and Management.

F. If the annual leave for which the employee has bid is full, the employee will be notified by the return of the Form 3971 marked disapproved. Those not signing on their day of sign-up and those with disapproved Form 3971 may bid as soon as possible, but may not bump.

G. Management shall notify all stations and branches of spaces filled on each designated day of signing by 6:00 PM. It will be the responsibility of Management to keep the master up-to-date. An up-to-date chart will be placed on all bulletin boards daily.

H. Management and Union officers will cooperate in administering the signup procedure.

I. At his/her time to sign for vacation, an employee may select vacation in the choice vacation period during the first sign-up period. During the second sign-up period the employee may select any remaining vacant spaces on the Annual Leave Sheet **up to the total amount of leave earned during that leave year. During the third sign-up period the employee may select any remaining vacant spaces on the Annual Leave Sheet up to the amount of total accumulated Annual Leave.**

J. There will be no exchange of annual leave between any employees.

K. During Annual Leave sign-up, employees shall not reserve more weeks on the Annual Leave Sheet than their balance of annual leave permits.

L. All full weeks of relinquished Annual Leave shall be posted, except for M below, on all official bulletin boards immediately upon receipt of relinquished notification from the employee. Relinquishment notices must be received no later than 7 days before the scheduling Wednesday (Monday if a holiday week) and shall be posted for 5 days. The senior employee submitting a Form 3971 will be awarded the annual leave. Bids on relinquished annual leave will be placed in the bid box at the Main Office by 4PM.

M. During the months of June, July, and August Management may choose not to post if there is another absence scheduled for the entire week due to:

1. Emergency leave
2. Sick Leave
3. Continuation of Pay
4. Military Leave
5. Jury Duty
6. or LWOP in Lieu of any of the above.

N. After final signing of the Annual Leave Sheet has been completed, annual leave will be requested on Form 3971 and shall be submitted no sooner than **60** days prior to the requested hour or hours of leave. Management, on receipt of Form 3971 requesting annual leave, shall:

1. Acknowledge the request
2. Indicate if approval is possible at the time of the request
3. If approval is not possible immediately, ask if the employee wants continuation of the request.
4. Final approval or disapproval will be given as soon as practical, but no later than Wednesday of the week preceding the week of the request.
5. Requests received after the scheduling Wednesday will receive final approval or disapproval no later than the end of an employee's tour the day before the requested leave.

O. Said leave shall be granted on a first come first serve basis, subject to Service needs.

Seniority shall be the determining factor if two or more employees submit requests on the same day for the same period of leave.

P. Employees who intend to relinquish part of their scheduled annual leave must submit an amended Form 3971 to their supervisor no later than Tuesday of the preceding week that the annual leave is scheduled (Monday of holiday weeks). The Form 3971 will indicate the actual days and hours of the annual leave requested. This request will be honored. If Management is not notified by the preceding Tuesday (Monday), the employee may be required to take the full week as previously bid. (Only full weeks of annual leave that have been relinquished within the proper time frame will be posted for bid as per the LMOU).

Postal Support Employees (PSEs):

Annual Leave Sign-up for PSEs will be administered separately from Career employees and in seniority order. One (1) PSE shall be granted Annual Leave each week up to the amount of leave earned except during December.

Maintenance Craft:

If an employee is not available on their day of sign up, a reasonable attempt to contact them will be made. Management will make every reasonable effort to contact those employees at offsite training for their selection(s) before passing that employee. Off-site training employees will be given three (3) business days to make their selection. If no selection is made by the on-site employee within forty eight (48) hours, they will have to be bypassed. Those not signing on their day of sign up may submit their leave request for any remaining sign up slots upon their return.

Article 10 – Leave

Article 30, Item #5. The duration of the choice period(s).

For the duration of this Memoranda of Understanding, the Choice Vacation Periods will be:

- A. The week of Jackson County School's spring vacation period
- B. Beginning the first full week in May through the last Friday in November.
- C. All Holiday weeks, including Christmas when Christmas falls on Wednesday or earlier in the

week.

Maintenance Craft:

The choice vacation period for the Maintenance Craft shall be the entire year excluding December, except that C. above shall apply.

Article 10 – Leave

Article 30, Item #6. The determination of the beginning day of an employee's vacation period.

- A. A full time regular employee's vacation period shall start on the first day following their non scheduled days. The annual leave week signed for shall contain the majority of their work days.
- B. **Postal Support Employees (PSEs)**, for the purpose of vacation planning, shall have a basic

work week from Saturday through Friday.

C. Exceptions may be granted by agreement between the employee and Management.

Article 10 – Leave

Article 30, Item #8. Whether jury duty and attendance at National or State Conventions shall be charged to the choice vacation period.

A. Management shall meet with the Union before the posting of the Annual Leave Sheet to determine the number of spaces that shall be reserved for official delegates for the week prior to the state convention and the week of the National convention. The reserved weeks shall not be considered part of the choice vacation period.

B. An employee who attends National or Regional convention during his/her scheduled choice vacation period shall be eligible for another period of his/her choice.

C. An employee who is called for jury duty during the employees scheduled choice vacation period is eligible for another available period.

Article 10 – Leave

Article 30, 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.

Annual leave to attend official Union activities shall not be part of the choice vacation period. Management shall make every effort to approve form 3971 consistent with service needs.

Article 10 – Leave

Article 30, Item #7. Whether employees at their option may request two selections during the choice vacation period, in units of 5 or 10 days.

If leave is selected in the choice vacation period, the employee may at his/her option make two selections during the choice period in units of one, two, or three weeks, the total not to exceed the amount allowed by the National Agreement.

Article 10 – Leave

Article 30, Item #9. Determination of the maximum number of employees who shall receive leave each week during the choice vacation period.

Percentages will be calculated separately for the Southern Oregon P&DF and the Medford Customer Service units.

Clerk Craft:

A. The maximum number of Clerk Craft employees to be granted signed annual leave each week during the choice vacation period will be as follows:

- 1. May 10%
- 2. June - August 12%
(Except for the first week of each month which will be 9%)
- 3. September - November 9%
- 4. Spring Break 10%
- 5. Other Holiday Weeks 10%
(New Years Day, Martin Luther King Day, and Presidents Day)
- 6. Christmas 5%

B. Total choice vacation period annual leave sign ups will be based on the Clerk Craft employees on the rolls as of the beginning of Pay Period 25.

Maintenance Craft:

A. The maximum number of Maintenance craft employees to be granted signed annual leave each week during the choice vacation period for the Southern Oregon P&DF will be as follows:

One Maintenance employee shall be allowed annual leave per week from each of the sections listed below:

- Electronic Technician (ET)
- Mail Processing Electrician (MPE)
- Maintenance Mechanic (MM)
- Building Equipment Mechanic (BEM)
- Maintenance Operations Supply Clerk (MOS Clerk)

One Maintenance employee shall be allowed annual leave per week on each tour from the section listed below:

- All custodial

B. The maximum number of Maintenance Craft employees to be granted signed annual leave each week during the choice vacation period for the Medford Main Office and East Side DCU facilities will be as follows:

One Maintenance employee shall be allowed annual leave per week from each of the sections listed below:

- Maintenance Mechanic (MM)
- Building Equipment Mechanic (BEM)

One Maintenance employee shall be allowed annual leave per week from the section listed below:

- All custodial

C. Total choice vacation period annual leave sign ups will be based on the Maintenance Craft employees on the rolls as of the beginning of Pay Period 25.

Article 10 – Leave

Article 30, Item #11. Determination of the date and means of notifying employees of the beginning of the new leave year.

Management shall post on designated bulletin boards the beginning date of the new leave year no later than January 15th. In addition, the choice period, other holiday weeks and the negotiated rules for vacation sign up will be posted at that time.

Article 10 – Leave

Article 30, Item #12. The procedures for submission of applications for annual leave during other than the choice vacation period.

During the second and third sign-up periods the number of slots on the Annual Leave Sheet shall equal 6% off in the non choice period, except December.

An employee shall be granted all or part of his/her annual leave the **third** time through the seniority list. Each employee will sign-up for enough annual leave for the year to avoid forfeiture at the end of the year.

Article 11 – Holidays

Article 30, Item #13. The method of selecting employees to work on a holiday.

1. The method of selecting employees to work holidays is established separately for the Customer

Service Units and the Southern Oregon P&DF as follows:

- A. Regular volunteers on their holiday; by seniority
- B. Regular volunteers on their non scheduled work day; by seniority

C. Postal Support Employees (PSEs)

D. Unsolicited Regular volunteers, with the necessary skills, from other tours and branches; by seniority as long as there is at least an eight (8) hour period between their work shifts.

E. Regular Non-volunteers on their non-scheduled work day; by juniority as long as there is at least an eight (8) hour period between work shifts.

F. Regular Non-volunteers on their holiday; by juniority as long as there is an eight (8) hour period between work shifts.

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

3. No employee shall be scheduled to work on his/her holiday in conjunction with scheduled annual leave unless he/she volunteers.

Article 12 – Principles of Seniority, Posting and Reassignments

Article 30, Item #18. The identification of assignments comprising a section, when it is proposed to reassign within an installation employees exceeded to the needs of a section.

Sections for Excess

For the purposes of excessing within the Medford Oregon installation, sections shall be designated as follows:

Clerk Craft

- 1. **DBCS Clerks by Tour**
- 2. **FSM Clerks by Tour**
- 3. **LCTS Clerks by Tour**
- 4. **All other Machine Clerks by Tour**
- 5. Manual Clerks by Tour
- 6. Main office Window and Distribution/Window Clerks
- 7. Central Point Branch Clerks
- 8. White City Branch Clerks
- 9. Medford Carrier Unit Clerks
- 10. All other Clerks not covered above.

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

Maintenance Craft

For the purposes of this item, sections in the Maintenance Craft shall be defined as:

- a. Electronic Technician (ET)
- b. Mail Processing Electrician (MPE)
- c. Maintenance Mechanic by level
- d. Building Equipment Mechanic (BEM)
- e. Maintenance Office Supply Clerk by level
- f. All Custodial by level

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

Article 13 – Assignment of Ill or Injured Regular Workforce Employees

Article 30, Item #15. The number of light duty assignments within each craft or occupational group to be reserved for temporary or permanent light duty assignment.

A reasonable number of temporary light duty assignments will be provided by the employer and will be assessed on individual need and available work.

Article 13 – Assignment of Ill or Injured Regular Workforce Employees

Article 30, 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.

Light Duty Requests

In order of date of written request for temporary light duty, assignments will be made in the following order of recourse:

1. Modification of the employee's basic duties within the employee's bid position.
2. Available light duty assignment within the craft and type on the same tour.
3. Available light duty assignment within the craft and type other than on the same tour.
4. Available light duty assignment within type in another craft.

Article 13 – Assignment of Ill or Injured Regular Workforce Employees

Article 30, Item #17. The identification of assignments that are to be considered light duty within each craft represented in the office.

Light Duty Assignments

Light duty assignments shall be defined as work activity adapted to the individual's physical limitations and qualifications. At the time of a request for light duty, Management shall meet with the Union's designated light duty representative, in order to inquire into what activities may be available for light duty assignment.

The union's request for a technician shall not be unreasonably denied.

Areas to be considered are:

Clerk Craft:

1. ODIS (provided employee is qualified).
2. Zip Code information (phone)
3. Notifying 3547's, 3579's
4. Writing postage due notices
5. Operating canceling device.
6. Culling mail.
7. Any other duty which could be performed.

Article 16 – Discipline Procedure

Local Policy on Discipline

Upon receipt of a customer complaint against an employee, his immediate supervisor shall discuss the matter with the employee if he deems it necessary. The purpose of the discussion is to determine whether or not a justifiable complaint exists and to eliminate the cause of the complaint if it is found to be valid. Supervisors shall use the utmost discretion in handling anonymous complaints to ensure that no employee is unjustly accused. No disciplinary action shall be taken without just cause against an employee solely on the unsupported basis of an anonymous complaint.

Article 17 – Representation

Labor Management Committee Meetings

A. The parties to this agreement shall meet on the third Thursday of each month at 11:30 AM for one hour. It may be extended or shortened by mutual consent. It is agreed that one Union representative will be on the clock at these meetings. The meeting date and time may be changed by mutual consent.

B. Agenda items shall be exchanged at least one work day prior to the meetings. Agenda items submitted at least a week in advance will be answered at the meeting. All other items may be discussed by mutual consent.

C. Minutes shall be written by Management and the Union alternating from meeting to meeting; and before publication will normally be submitted to the other parties Representative to the meeting within seven (7) days for review of subject matter. After review and acceptance, the minutes shall be posted on all employee bulletin boards in all stations and branches.

Article 20 – Parking

Article 30, Item #19. The assignment of employee parking spaces.

The APWU will continue to administer the 14 spaces at the GMF reserved for craft employees and the Union President. All other spaces not already reserved GMF, will be on a first come, first served basis. The retraction of employee parking spaces shall also be on an equitable basis. The assignment of parking spaces shall be reviewed at least annually and at other times as needed. The review shall be conducted by the Union President or his/her designee and management. All other stations will be on a first come first served basis.

Article 37 – Clerk Craft

Article 30, Item #21. Those other items which are subject to local negotiations as provided in the craft provisions of this agreement.

Article 37 – Clerk Craft

Article 30, Item #22. Local implementation of this Agreement relating to seniority, reassignments and posting.

Section 1. Posting and Bidding

A. If it is necessary to add and/or remove a scheme, to add and/or remove a stamp stock (any fixed credit) or to change the principal duty of a regular duty assignment that is occupied at the time of the proposed change, the duty assignment shall be reposted by bid. Prior to changing the principal duty of an occupied duty assignment, Management will meet with the Union for input.

B. If the starting time of a duty assignment is changed more than one hour, the position shall be reposted.

C. The length of posting a bid for a duty assignment shall be seven (7) days.

D. The successful bidder must be placed in the new duty assignment within fourteen (14) days. Management will attempt to assign the successful bidder at the earliest practicable date. The month of December is excepted.

E. The Union President or his/her designee shall be present at job openings.

F. Management will provide the local APWU with advance written notice regarding any schedule change.

G. The time of the lunch period shall be included in the duty assignment posted; (adjustable to the needs of the service).

H. The union shall be given an opportunity for input regarding job duties before a vacant duty assignment is posted for bid.

Section 2. Seniority

Seniority lists shall be kept current and provided to the union as needed.

Article 38 – Maintenance Craft

Article 30, Item #21. Those other items which are subject to local negotiations as provided in the craft provisions of this agreement.

Section 1. Training

- 1. All maintenance employees will be given safety awareness training upon entering the craft or installation.
- 2. All maintenance employees will receive regular training on proper lock-out procedures.
- 3. When Management identifies the dates, and the group and level, for training billets of three (3) weeks or less duration, they may withhold any vacant un bid weeks on the Annual Leave Sheet for that identified group and level for whom the training is intended.

Section 2. Buddy System

- 1. Management and the Union president or his/her designee will meet to identify those areas or duties where more than one person is needed or desirable to safely perform maintenance duties.
- 2. The parties' representatives will meet semi-annually to review, make changes, additions, and ensure implementation.
- 3. All areas and duties identified will be published, posted, and the subject of a safety talk semi-annually.

Article 38 – Maintenance Craft

Article 30, Item #22. Local implementation of this Agreement relating to seniority, reassignments and posting.

Section 3. Duty Assignments

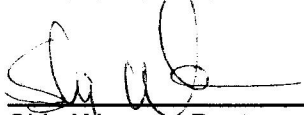
All new jobs in the Maintenance Craft will be posted for ten (10) days.

Section 4. Seniority

- 1. Management will furnish to the Union and post on official bulletin boards an updated seniority list whenever there is a change in either PAR seniority or total continuous Maintenance Craft time within the installation.
- 2. Seniority for overtime, holidays, annual leave, etc., shall be total continuous Maintenance Craft time in the installation.

In witness whereof, the parties affix their signatures below to this Memorandum of Understanding:

For the Service:



 Skip Weaver, Postmaster

11/27/18

 (date)

For the Union:



 J.N. "Jim" Alexander, President

11/27/18

 (date)