

MEMORANDUM  
OF  
UNDERSTANDING

\* \* \* \* \*

BRANCH 82  
NATIONAL ASSOCIATION  
OF  
LETTER CARRIERS  
AFL-CIO  
PORTLAND, OREGON 97218

\* \* \* \* \*

OREGON CITY POST OFFICE  
UNITED STATES POSTAL SERVICE  
OREGON CITY, OREGON 97045

\* \* \* \* \*

**September 21, 2019 – May 20, 2023**

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# MEMORANDUM OF UNDERSTANDING WITH BRANCH 82 NALC AND USPS OREGON CITY, OREGON

## PREAMBLE

This Memorandum of Understanding is entered on the date of signature at Oregon City, Oregon, between representatives of the United States Postal Service and Branch 82, National Association of Letter Carriers, AFL-CIO, pursuant to the Local Implementation Provision of the National Agreement.

## ARTICLE 8 - HOURS OF WORK

### Section 1: Wash-Up Time (Article 30, section B.1.)

Employees shall be granted three to five minutes wash up time after performing dirty work.

### Section 2: Overtime (Article 30, section B.14)

A. To assure that overtime is scheduled on an equitable basis, a chart shall be posted in each agreed upon work location and the names of employees who have signed the all assignment desired list shall be listed by seniority. At the end of each week, each employee's accumulated overtime shall be posted.

B. Order of selection to work overtime:

Volunteers not on the Overtime Desired List will be utilized before resorting to mandatory overtime.

Mandatory, by rotating juniority.

## ARTICLE 10 - LEAVE

A. Management will notify employees on official bulletin boards of the date of the beginning of the new leave year, of each year, no later than November 1.

B. The posting of vacation sign-up charts will constitute official notice to each employee of their approved vacation schedule.

C. Vacations will start on Sunday and end on Sunday. Carriers return from vacation on their next regularly scheduled work day following Sunday. CCA carriers will be scheduled off for all days, Sunday thru Sunday, for the weeks for which they signed. Carriers will not be ordered to work on their nonscheduled day or days, including holidays or designated holidays (within the allowable leave year) which are in conjunction with scheduled Annual Leave. This would constitute no



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violation of the Overtime Desired List (ODL) or Article 11 draft. The Oregon City leave year is defined as the Postal leave year.

- D. The vacation sign-up shall be completed before the new leave year.
- E. The choice vacation period shall be the entire leave year except the Christmas period.
- F. The number of the Letter Carrier Workforce in the installation at the beginning of Pay Period 23 shall be totaled; such total shall be multiplied by 13% (0.13), normal mathematical rounding shall apply. This then determines the maximum number which shall be allowed in any one week with the following modifications:  
  
In years where leave slots are less than three (3), an additional slot shall be available for signing during the months of June, July and August.
- G. The Christmas period is defined as the week following the first full leave week in December through the leave week which contains the 25th of December. One (1) slot shall be available for signing the first full week of December through and including the full week containing December 25th.
- H. During the first opportunity to sign, selections must be for continuous days. Carriers may sign for a minimum of one week on the first sign-up. Part-time employees with flexible schedules regularly assigned to a station at the time of the vacation sign-up may sign in the order of their seniority as their name is reached on the first sign-up. Based upon relative standing CCA carriers will be allowed to sign up for one (1) week at the conclusion of the first sign-up. After the first sign-up, a second sign-up will be held at which time each carrier may sign for their remaining vacation allotment. Based upon relative standing CCA carriers will be allowed to sign up for one (1) week at the conclusion of the second sign-up. Splitting weekly periods will be allowed on second sign-up.

After an employee receives notification from their supervisor or NALC designee that it is their turn to sign for scheduled leave, they will have up to 48 hours to make their selection. If an employee has not made their selection within this period, except if they cannot be contacted, the next senior employee and so on will be allowed to sign for their choice. The bypassed employee(s) will be allowed to sign for their choice after those employees who have been notified it is their turn have signed, but those junior employees who signed up in the interim will not be required to relinquish the periods they have selected.

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- I. After the second sign-up is completed a third sign-up will be completed in which letter carriers may sign for any remaining weeks using leave remaining from previous years. When an extended period of time is granted for special reasons, the additional periods will be outside the regular annual leave sign-up.
- J. Vacation trades will be allowed as long as no one in between the two carriers who wish to trade objects. Stewards will be informed by those trading. Signatures will be required. Such a trade must be made known to the employer and NALC Steward sufficiently in advance, in order to effect the trade.
- K. All requests for emergency leave will be considered to the greatest degree. Such requests for leave will be presented in a timely manner if possible, stating the reason the leave is needed. Requests for emergency leave will normally be granted.
- L. Carriers may withdraw from signed for spaces for special reasons or to sign for vacated periods. They must notify Management as soon as possible. The vacated period will then be posted for ten (10) days. Provided circumstances permit, at least a two full service day posting prior to the Wednesday preceding the service week in which the annual leave period begins, the slot will be considered available for bidding. Posted leave periods will be granted on the basis of seniority, beginning with those junior to the carrier vacating the period. Vacated periods include those caused by resignation, retirement, changing crafts, death, promotion and etc.
- M. An employee who is called for jury duty during their vacation period, is eligible for another available period outside of the vacation sign-up.
- N. 1) Requests for other than scheduled leave, should be submitted no more than one calendar month prior to the first date of the period requested. If carriers submit requests for the same time period on the same day, then the tie breaker will be seniority.  
  
2) Special requests for extended leave periods for special events may be submitted at any time and will be given every consideration based on need, not to violate other leave provisions of this LMOU.
- O. The week of NALC State and National Convention will be excluded from choice period when notified by Branch 82 that delegates need to be released.
- P. Employees will notify management of the dates that they are scheduled for military leave as soon as they are made aware. Such military leave periods will count as a sign-up. (example - 2 week leave period open) 1 week AL - 1 week military leave closed period sign-up.



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- Q. Carriers who become ill while on Annual Leave may be allowed to change to Sick Leave and shall be eligible for another selection period outside the choice vacation period. The carrier will submit 3 choices in order of preference within a reasonable amount of time, only for time changed to sick leave.
- R. It is recognized by both parties that for an employee organization to function properly, it is imperative that officers and stewards attend their union activities. Therefore management shall give utmost consideration to such request upon the submitting of a proper 3971, in order that they may attend such activities.

ARTICLE 11 - HOLIDAY LIST

HOLIDAY WORK SCHEDULE

The following priorities will be followed when selecting employees to work on holidays or their designated holiday. A schedule shall be posted on the time clock as of the Tuesday preceding the service week in which the holiday falls.

- A. Part-time flexible employees, even if overtime is necessary.
- B. Full-time and part-time regular employees who have volunteered to work on their holiday or their designated holiday, by seniority.
- C. CCAs
- D. All other volunteers, by seniority.
- E. All others who have not volunteered to work their holiday, by juniority, on a rotating basis.
- F. All others who have not volunteered to work their day off, by juniority, on a rotating basis.
- G. Rotation mandate will be reset by leave year.

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ARTICLE 12 - SENIORITY

A section shall be defined as the installation of the Oregon City Post Office. This definition of a section also applies for Article 41 purposes.

ARTICLE 13 - ASSIGNMENT ILL and INJURED

- A. The installation head or their 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.
- B. The reassignment of a full-time regular or part-time flexible employee under the provisions of this Article to an agreed upon light duty temporary or permanent or other assignment within the office, such as type of assignment, area of assignment, hours of duty, etc., will be the decision of the installation head who will be guided by the examining physician's report, employee's ability to reach the place of employment and ability to perform the duties involved.

ARTICLE 14 - SAFETY and HEALTH

- A. VEHICLE SAFETY STANDARDS: No vehicle will be assigned to a carrier unless it can be reasonably expected to conform to recognized safety standards.
- B. ASSIGNMENT OF VEHICLES: The employer will make a reasonable effort to assign the same vehicle to the same full-time route each day, if operational requirements permit. Management may interchange vehicles to equalize mileage and to reflect the mail volume for the various routes.
- C. CLEANLINESS OF VEHICLES: It is the employer's intent that vehicles be maintained in an acceptable state of cleanliness, including monthly washes.
- D. Letter carriers are not expected to finger mail when it would create a safety hazard.
- E. GUIDELINES FOR CURTAILMENT OR TERMINATION OF POSTAL OPERATIONS

In the event of civil disorders and other emergencies, the Postmaster will determine whether conditions are such in their respective area that postal operations should be curtailed or terminated, taking into account the needs of the service, advice of local civil authorities and the welfare of postal employees, and the NALC Branch office and steward will be advised.



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- F. Delivery after dark is both inefficient and unsafe, as per division policy, therefore, carriers will not be required to deliver after dark, except for those assigned to Express Mail and Collections.

ARTICLE 17 - LABOR-MANAGEMENT MEETINGS

- A. Labor-Management meetings will be scheduled monthly at a mutually agreed date and time. Shop steward will be present as the labor representative.
- B. Agenda items will be exchanged two days before the meeting. If neither party has agenda items, the meeting will be canceled.
- C. MINUTES: Minutes shall be kept by either party and may reflect verbal response(s) given. Initialing of minutes is not required. Any agreements reached shall be placed in writing and signed by both parties.

ARTICLE 20 - PARKING

Due to the new Oregon City building, city carriers are provided parking on Postal premises.

ARTICLE 31

- A. COPIES OF PERSONNEL CHANGES: (Names, posting, route change assignments, hiring, firing, deaths and retirement), and changes in policy affecting letter carriers will be furnished to the President of Branch 82, NALC either by mail or provided digitally and the Steward of record at the Oregon City Post Office.
- B. INSPECTION OF PERSONNEL JACKETS: At reasonable intervals, a letter carrier shall be granted the opportunity, upon timely request, to inspect his personnel jacket (except when in connection with a grievance) in the presence of a management representative, provided such inspection occurs off the clock.

ARTICLE 41 - POSTING

- A. All regular carriers, except for the senior carrier, will be on a rotating work schedule.
- B. Vacant craft duty assignments shall be posted as follows; unless different timelines are negotiated with the President of Branch 82, a vacant or newly established duty assignment not under consideration for reversion shall be



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posted within fourteen calendar days from the day it becomes vacant or is established.

The notice inviting bids for Letter Carrier Craft assignments, and to such other assignments to which a letter carrier is entitled to bid, shall be posted on all official bulletin boards as to assure that it comes to the attention of employees eligible to submit bids. The notice shall remain posted for 10 days. Copies of the notice shall be given to the President of Branch 82, either by mail or provided digitally. When an absent employee has so requested in writing, stating a mailing address, a copy of any notice inviting bids from the craft employees shall be mailed to the employee by the installation head.

- C. Within ten (10) days after the closing date of the posting, the Employer shall post a notice indicating the successful bidder, seniority date and number. Copies of the award notice shall be given to the President of Branch 82, either by mail or provided digitally. The senior qualified applicant for a vacant assignment shall be placed in the new assignment within 10 working days after announcement of the successful bidder has been made, unless on leave, except that during the month of December they shall be placed in the new assignment on the first work day in January. Encouragement is given to reduce the ten (10) days if possible.
- D. Carriers may submit bids through computerized bidding currently available at [www.liteblue.usps.gov](http://www.liteblue.usps.gov) or via phone bidding at 1-877-477-3273, option 2. TT/TTY 1-800-265-7208 (subject to change). Any bidding will be done off the clock.
- E. In the event that one or more assignments do not have a carrier technician, the senior regular carrier, in the office, may select a fixed non-scheduled day. Other fixed days off may be mutually determined by the Postmaster and President of Branch 82 or designees.
- F. In the event this action may change a carrier technician assignment, the carrier technician assignment will be changed.
- G. If a carrier technician assignment can be made using routes with fixed days off, the routes will be returned to rotating days off.
- H. For each five routes there will be a Carrier Technician assignment made.
- I. Whether a letter carrier's route shall be reposted due to a change in the starting time of more than one hour shall be at the option of the carrier affected. The carrier will have five days after notification by management to make a decision. The changes in starting times are not accumulative.

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- J. In the event that 51 % or more of the territory of a bid assignment has been reapportioned into a newly created assignment, the Carrier on the original assignment shall have the option of selecting the new route as their assignment. The carrier will have five days after notification by management to make a decision.
- K. 1. For Full-time Reserve carriers, unassigned full-time carriers, Part-time Flexible carriers and City Carrier Assistants; vacancies of five days duration or longer will, whenever possible, be posted on the bulletin board ten days prior to the beginning of the service week in which the vacancy will occur.
2. The posting will remain posted for seven days including Tuesday. The above shall not apply in cases where the vacancy becomes available on Tuesday, or later, of the service week preceding the vacancy. In the case of unexpected (FMLA/emergency, etc.) vacancies, the posting may be made as soon as the vacancy reasonably becomes known.
3. Full-time reserve carriers, unassigned full-time carriers, part-time flexible carriers and City Carrier Assistants will sign their names next to the assignment they want to work.
4. The assignment will be awarded on the basis of seniority or relative standing and will be worked for the duration of the vacancy.
4. The assignment will be awarded on the basis of seniority and will be worked for the duration of the vacancy.
5. Those carriers failing to exercise their preference on vacant assignments will be arbitrarily assigned by the Postmaster/designee. However, this doesn't mean that those carriers who failed to exercise their preference won't be able to exercise them on the next posting of vacant assignments.

ARTICLE 41 - SENIORITY

- A. Regular Carriers who are instructed to report for duty on their nonscheduled day, will bump the T-6 from that carrier's route. The T-6 will be first assigned to vacant routes on their string.
- B. A new seniority roster shall be published every six months.
- C. Seniority will be the determining factor in administration of the letter carrier craft.



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ARTICLE 41 - REASSIGNMENTS

- A. "When a letter carrier route or full-time duty assignment, other than the letter carrier route(s) or full-time duty assignment(s) of the junior employee(s), is abolished at a delivery unit as a result of, but not limited to, route adjustments, highways, housing projects all routes and full-time duty assignments at that unit held by letter carriers who are junior to the carrier(s) whose route(s) or full-time duty assignment(s) was abolished shall be posted for bid in accordance with the posting procedures in this Article."

ARTICLE 43 - DURATION

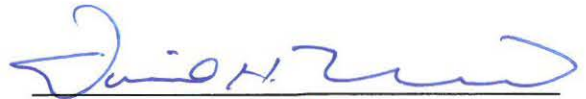
This Memorandum of Understanding is entered into at the Oregon City Post Office between the representatives of the United States Postal Service and the designated agent of NALC Branch 82, pursuant to the Local Implementation Provisions of the **2019** National Agreement with the National Association of Letter Carriers.

This Local Memorandum of Understanding shall be in full force and effect until midnight **May 20, 2023**, unless extended by agreement between the parties at the National level. The terms of this Memorandum of Understanding are subject to the grievance procedure as contained in the National Agreement.

IN WITNESS WHEREOF:



Michele Grigorioff  
Manager, Labor Relations  
For Oregon City Post Office  
Oregon City, Oregon 97045



David Norton  
President Branch 82  
National Association of Letter Carriers, AFL-CIO