

MEMORANDUM
OF
UNDERSTANDING

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

CANBY POST OFFICE
UNITED STATES POSTAL SERVICE
CANBY, OREGON 97013

SEPTEMBER 21, 2019 – MAY 20, 2023

MEMORANDUM OF UNDERSTANDING WITH BRANCH 82, NALC
AND
USPS CANBY, OREGON

This Memorandum of Understanding is entered on the date of signature at Canby, 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. This agreement shall be effective beginning **September 21, 2019**, and shall remain in full force and effect for the duration of the **2019-2023** National Agreement, including 12:00 midnight **May 20, 2023** or until further time as directed by the national parties of the United States Postal Service and the Letter Carrier Craft.

ARTICLE 8: HOURS OF WORK

SECTION A: SCHEDULED DAYS OFF

1. The work week for regular Carriers at the Canby Post Office shall consist of five rotating work days, a fixed non-scheduled day-off Sunday, and one rotating non-scheduled day,

2. When a parcel post, collection, router or any full-time assignment which includes a combination of various other carrier duties is established, a subsection to this article relating to the scheduled days-off of the positions will be negotiated by the parties to this agreement prior to implementation.

3. Those routes with no assigned Carrier Technician will be on fixed days-off at the option of the carrier, starting with those senior in the installation. No two carriers will have the same fixed days off.

In the event this action may change a Carrier Technician assignment, the assignment will be changed.

If a Carrier Technician assignment can be made from among those routes with fixed days off, the routes will be returned to rotating days off.

4. Fixed days off for individual regular assignments (for example, business routes) may be established, if mutually agreed upon by the Canby postmaster and NALC President.

SECTION B: WASH-UP TIME

Up to five (5) minutes may be allowed for wash-up after performing dirty work.

ARTICLE 10 - LEAVE

SECTION A: New Leave Year

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

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SECTION B: Starting Day of Annual Leave

Weekly increment of vacation periods will be Sunday through Saturday. Carriers return from vacation on their next regularly scheduled work day following Sunday. CCA leave week will be Monday through Sunday.

SECTION C: PRIME TIME ("period of choice vacation")

Prime vacation time will be the entire leave year, except the Christmas period. The Christmas period is defined as the week following the first full week in December through the leave week which includes the 25th of December.

SECTION D: TIME LIMITATIONS

After an employee receives notification from the Shop Steward or Station Supervisor that it is their turn to sign up for scheduled leave, they will have up to two (2) full working days to make their selection. If an employee has not made their selection within this period, except in unusual circumstances, the next senior employee and so on will be allowed to sign. With-in the leave signing period, Such skipped employees will be allowed to sign whenever they notify the coordinator of their selections but those junior employees who signed up in the interim will not be required to relinquish the periods they have selected.

SECTION E: APPLICATION AND SENIORITY

The sign-up for annual leave will be by weekly increments based upon seniority or relative standing as established in the Canby Office roster. Seniority principles will prevail in the sign-up for vacation.

SECTION F: MANNER OF SIGNING

During their first sign-up, employees who earn 13 days of annual leave per year shall be allowed to sign for up to two (2) weekly increments of leave. The weeks may be consecutive or split. Employees earning 20-26 days annual leave shall be allowed to sign for a maximum of three (3) weekly increments during the first sign-up. The weekly increments may be continuous up to a maximum of two (2) weeks or may split into a maximum of two (2) parts, such as two-and-one or one-and-one.

On the second sign-up, carriers may select their remaining earned weeks. The weekly increments may be selected anywhere remaining available on the leave board. Carriers will sign up in order of office seniority

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SECTION G: OFFICIAL NOTICE OF APPROVAL

The completed vacation sign-up chart shall be posted within three (3) working days of completion, and shall constitute official notice to each employee of the approved vacation schedule.

Management and craft will cooperate in the submission of a properly executed 3971 as nearly within two weeks in advance of the carrier's vacation as practicable. However, this shall not constitute a necessary approval of the already approved carrier's vacation schedule.

SECTION H: WITHDRAWING FROM SELECTED PERIODS

Carriers may withdraw from part or all of signed-for spaces. The vacated period will then be posted for ten (10) days, or less if circumstances do not permit a ten day posting.

Leave requests in the posted vacancy period will be granted on a seniority basis, beginning with the employee immediately junior to the employee vacating the annual leave. Carriers will give management ten (10) working days' notice of intent to withdraw from weekly increments of assigned leave unless unexpected circumstances prevent such notice.

SECTION I: TRADES

Trading vacation periods will be allowed as long as no one having seniority between the two carriers wishing to trade objects. Any such trades must be initiated by all parties involved. Management and Stewards will be informed of the proposed trades at the time the request is initiated.

SECTION J: EMERGENCY LEAVE

Consideration will be given to requests for emergency leave. The definition of emergency shall be the same as in Article 3.f of the National Agreement. As emergency situations require immediate decisions, the employee will be notified of local management's decision as soon as possible.

SECTION K: APPLICATION FOR OTHER LEAVE

After all employees have had their opportunity to schedule their vacation for the following year, any additional leave needs of the employees shall be subject to the following procedures:

Employees may sign up to six (6) months in advance for full weeks or full days of annual leave remaining on the vacation schedule. Leave requests will be granted on a first come, first serve, basis, with requests submitted on the same day determined by seniority.

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SECTION L: JURY DUTY

Employees called for jury duty during their vacation period are eligible for another comparable period outside of the vacation sign-up.

SECTION M: UNION LEAVE

1. Union Activity: It is recognized by both parties that for an employee organization to function properly, it is imperative that officers, 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.

2. Convention Leave: The NALC will notify management prior to November 1, when possible, of the National Convention or State Convention so that these periods may be blocked off on the vacation schedule if delegates from Canby will be attending.

SECTION N: INCIDENTAL LEAVE

Carriers requesting incidental annual leave outside the A.L sign-up will submit a Form 3971 not more than thirty (30) days in advance prior to the beginning date(s) requested. Management will sign indicating receipt of the application for leave at the time it is submitted, return a copy to the employee, and will reply indicating approval or disapproval by the Wednesday prior to the service week in which the leave is requested.

Such leave will be granted, subject to the needs of the service, on a first come first serve basis, except if two (2) or more applications for the same time period are submitted on the same day, then the rule of seniority will be used.

Preference will be given to an employee using A.L over LWOP. Seniority prevails when the type of leave is the same. Every reasonable effort will be made by management to facilitate such advance planning.

SECTION O: RESCHEDULE ANNUAL LEAVE

An employee who is forced for health reasons to change their vacation period to sick leave is eligible for another comparable period. The employee, under any circumstances, shall not be forced to forfeit their annual leave because of such a change.

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SECTION P: NON-SCHEDULED DAYS

No employee will be forced to work their non-scheduled day(s) if in conjunction with scheduled vacation board annual leave of weekly increments.

ARTICLE 11: HOLIDAY WORK SCHEDULE

SECTION A: HOLIDAY LISTS

A list will be posted for each holiday so that carriers may indicate their desire to work on their holiday or the day designated as their holiday.

SECTION B: METHOD OF SELECTING EMPLOYEES

The following priorities will be followed when selecting employees to work on holidays or their designated holidays:

1. Part-time Flexible (PTFs) employees, even if overtime is necessary.
2. Full-time regular employees who have volunteered to work on their holiday or their designated holiday, by seniority.
3. City Carrier Assistants.
4. All other volunteers, by seniority.
5. All others who have not volunteered to work their holiday, by juniority, on a rotating basis.
6. All others who have not volunteered to work their day-off, by juniority, on a rotating basis.

The rotation period is the leave year.

ARTICLE 13 - LIGHT DUTY ASSIGNMENTS

The installation head or designee shall give careful attention to requests for light duty and will make every attempt to make adjustments in the normal assignments to provide light duty, provided such action does not work to the detriment of any other employee.

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ARTICLE 14 - SAFETY and HEALTH

SECTION A: CURTAILMENT OF OPERATIONS

In the event of civil disorders and other emergencies, the installation head 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. The NALC Branch office and local steward will be advised.

SECTION B: VEHICLE SAFETY

No vehicle will be assigned to a carrier unless it can be reasonable expected to conform to recognized safety standards. It is the employer's intent that vehicles be maintained in an acceptable state of cleanliness, including periodic washes.

ARTICLE 17: REPRESENTATION

Labor management meetings will be held at least quarterly at a time mutually agreed by the parties. The meeting may be canceled by mutual agreement. An exchange of agenda items will be made at the beginning of each meeting. A copy of the minutes of the labor/management meetings will be posted on the official bulletin board.

ARTICLE 41: POSTING

SECTION A: 41.3.0

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, or 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.

SECTION B

A greater than 51 % change of time or territory will trigger an abolishment.

SECTION C

Whether a letter carrier's route shall be posted due to a change in the starting time of more than one hour shall be at the option of the carrier affected.

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SECTION D

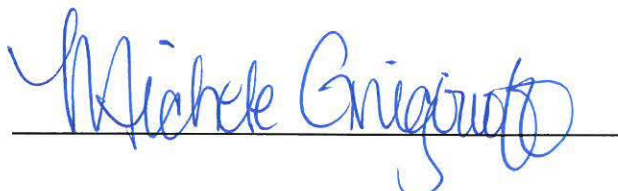
Notice of vacant permanent assignments shall be posted on the time clock for up to ten days unless a shorter posting is mutually agreed upon. A copy of the notice posting and award notice shall be given to the local NALC Branch 82 President. A copy of the notice will be mailed to an absent employee who has requested it in writing. A new written request must be submitted for each period of absence.

SECTION E

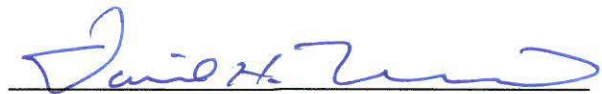
Temporary vacancies of five days or more duration will be posted at the time clock for at least three days up to, and including, the Monday proceeding the service week in which the vacancy will occur. Eligible carriers will sign their names to the assignment they want to work. The assignment will be awarded on the basis of seniority and will be worked for the duration of the vacancy.

Those carriers failing to exercise their right to opt on vacant assignments will be arbitrarily assigned by management; however, those carriers shall be allowed to opt on the next posting of vacant assignments.

IN WITNESS WHEREOF:



Michele Grigorioff
Manager, Labor Relations
For Canby Post Office
Canby, OR 97013



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