

**MEMORANDUM  
OF  
UNDERSTANDING**

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

**\* \* \* \***

**NEWBERG POST OFFICE  
UNITED STATES POSTAL SERVICE  
NEWBERG, OREGON 97132**

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**September 21, 2019 – May 20, 2023**

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# MEMORANDUM OF UNDERSTANDING

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## PREAMBLE

This Memorandum of Understanding is entered on **September 21 2019**, at Newberg, Oregon, between representatives of the United States Postal Service and the designated agents of the union signatory to the National Agreement, which includes Branch 82, of the National Association of Letter Carriers in affiliation with the AFLCIO, pursuant to the Local Implementation Provision of the **2019 - 2023** National Agreement.

## **ARTICLE 8 - HOURS OF WORK**

### **SECTION 1 - WASH-UP TIME**

Employees will be granted such time as is reasonable and necessary for wash-up after performing dirty tasks.

### **SECTION 2 - FIXED OR ROTATING DAYS OFF**

All full time city carriers at Newberg will be granted a scheduled non-work day on a rotating basis with Sunday as a fixed non-work day.

### **SECTION 3 - OVERTIME POLICY**

In recognizing that the signing of the Overtime Desired List (ODL) indicates a desire to work overtime and the absence of a signature on the ODL shows a preference not to work overtime, when the need for overtime arises the following will prevail:

- A. In those instances, other than emergencies, those carriers who have volunteered will be utilized to the maximum extent possible prior to resorting to non-volunteers.
- B. Under normal circumstances the order of selection of carriers to work overtime shall be:
  - 1. Those carriers on the ODL.
  - 2. Part-time flexible carriers and City Carrier Assistants.
  - 3. Mandatory by juniority on a rotating basis.

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### ARTICLE 10 - LEAVE

#### SECTION 1 - LOCAL LEAVE PROGRAM

##### A. Duration of the Vacation Periods

For purposes of vacation sign-up, two carriers shall be allowed off each of the weeks of the year with the following exceptions:

The week following the Thanksgiving holiday, only one slot will be available for sign-up.

The week prior to the Christmas week, only one sign-up will be allowed.

No sign-ups will be allowed the week of Christmas when the 25th of December falls on Wednesday, Thursday, Friday or Saturday. When Christmas falls on any other day, one sign-up will be allowed.

##### B. Number of Employees Off During Vacation Period

There will be a minimum of two (2) carriers or 13% of the carrier craft allowed off during each of the weeks in the choice vacation time.

Prior to sign-up, the Postmaster and NALC steward will confirm that the appropriate number of slots is provided.

##### C. Applications of Weekly Periods and Seniority

The sign-up for annual leave will be by weekly periods in each carrier unit based upon seniority or relative standing as established on the Newberg Post Office roster. Seniority principles will prevail in the assignment of all annual leave, except as noted in F. and G. of this article. When an extended period of time is granted for special reasons, the additional periods will be outside the regular annual leave sign-up.

The leave year board will be posted to include the whole USPS leave year. It will not be the calendar year.

##### D. Manner of Signing

Letter carriers, at their option, may sign for one (1) or two (2) selections in units of either one (1) or two (2) or three (3) weeks; total may not exceed two (2) or three (3) weeks on the first sign-up, in accordance with leave earned annually.

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The total may not exceed two (2) weeks or three (3) weeks. Based upon relative standing CCA carriers will be allowed to sign up for one (1) week at the conclusion of the first sign-up.

There will be a second sign-up as needed, for any unused carrier leave, not to exceed the annual leave that they will earn for that calendar year. Based upon relative standing CCA carriers will be allowed to sign up for one (1) week at the conclusion of the third sign-up.

If empty slots remain, carriers may sign the leave board, after the 2nd sign-up and before the start of the leave year, to plan the use of their accrued leave.

The selection process will be by seniority or relative standing to the greatest extent possible. CCA break in service week will be noted on AL board and unavailable for other CCAs. CCAs may not sign on the same weeks.

### E. Annual Leave Call-In

Carriers will not be ordered to work on their non-scheduled days, including holidays or designated holidays (within the allowable leave year), which are in conjunction with scheduled Annual Leave. This would constitute no violation of Overtime Desired List (ODL) or Article 11 draft. It is not the intent to require carriers to work while on annual leave. For CCAs, this section only applies to CCA designated holidays.

### F. Withdrawing from Selected Periods

Carriers may withdraw from signed for spaces for special reasons or to sign for vacated periods. Carriers must notify management as soon as possible. The vacated periods will be posted if possible. In any event the Union Steward will be notified within a reasonable time. The vacated period will be awarded on a seniority basis, beginning with those junior to the carrier vacating the period. Vacated periods include those caused by resignation, retirement, changing crafts, death, promotion, transfer and etc. . . Vacated partial periods will be awarded first come, first serve.

### G. Time Limitations

After an employee receives notification from their Postmaster or steward that it is their turn to sign for scheduled leave, they will have up to forty-eight (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 by-passed employee(s) will be allowed to sign for their choice after those employees who have been notified it is

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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.

#### H. 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 whether their request is approved or not as soon as possible, but in no event later than the end of the tour of the work day following the day on which the request was made.

#### I. Application for Other Leave

Carriers requesting annual leave outside the regular vacation sign-up must submit PS Form 3971, in duplicate, to the Postmaster or designee. The leave request will be submitted no sooner than thirty (30) days, prior to the beginning of the annual leave requested. The approval or disapproval will be based on the availability of replacement and service needs, and honored on a first-come, first-serve basis. The decision of the Postmaster, or designee, will be given to the employee on or before the Wednesday prior to the Service week during which leave is requested, and the duplicate PS Form 3971 will be given to the employee. Failure to comply with this paragraph will indicate the requested leave is approved.

#### J. Sick Leave in Lieu of Annual Leave

Carriers who become ill while on annual leave will be allowed to have another selection of annual leave. Carriers must notify management as soon as is practical to change the annual leave to sick leave. Notification must be given when the carrier is recovered.

#### K. Trades

Vacation trades will be allowed as long as no one in-between the two (2) carriers who wish to trade objects. Stewards will be informed of all vacation trades. Signatures need not be required.

#### L. Convention Leave

Prior to the annual leave sign-up, the Union will designate the delegates for the State and National Conventions. During the week of each convention, one allowable annual leave slot (week) will be reserved for each delegate within his or her assigned unit. However, no delegate will be required to use more leave than is necessary to attend the convention.

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M. Leave for Union Business

Management shall make every effort to grant leave for Union Officers and Stewards to attend Union seminars and rap sessions (training). Normally, such requests shall be honored providing their absence does not seriously adversely affect Postal operations.

SECTION 2 - BEGINNING DAY OF VACATION PERIOD

Start of individual vacation periods will be on Sunday and end on a Sunday. Carriers return from vacation on their next regularly scheduled work day following Sunday. CCA carriers will be scheduled off for all days, Monday thru Sunday, for the weeks for which they signed.

SECTION 3 - JURY DUTY

An Employee who is called for jury duty during his vacation period is eligible for another comparable period outside of the vacation sign-up.

SECTION 4 - OFFICIAL NOTICE

The posting of the complete vacation sign-up charts will constitute official notice to each employee of the approved vacation schedule; weeks unsigned for will be voided at the beginning of the leave year.

SECTION 5 - ANNOUNCING NEW LEAVE YEAR

Management will notify employees of the date of the beginning of the new leave year by October 15th of each year. The vacation sign-up will start on November

1. The sign-up must be completed prior to the beginning of the leave year.

**ARTICLE 11 - HOLIDAYS**

SECTION 1 - HOLIDAY SCHEDULE

A. Holiday List

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

B. Method of Selecting Carriers

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The following priorities will be complied with, in order, in selecting carriers to work a holiday schedule:

1. Part-time flexible employees, even if over-time is necessary.
2. Full-time and part-time regulars, who have volunteered to work their holiday or designated holiday, such employees will be selected by seniority.
3. Full-time and part-time regulars, who have volunteered to work their nonscheduled day, such employees will be selected by seniority.
4. CCAs
5. Full-time and part-time regulars who have not volunteered to work their holiday or designated holiday. Such employees will be selected by juniority on a rotating basis.
6. Full-time and part-time regulars who have not volunteered to work their nonscheduled day. Such employees will be selected by juniority on a rotating basis.

Juniority draft lists for holidays will be reset every leave year.

## **ARTICLE 12 - SENIORITY**

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

## **ARTICLE 13 - ASSIGNMENT OF ILL OR INJURED**

### **SECTION 1**

#### **A. Light Duty Assignments**

The installation head or his designee will give careful attention to requests for light duty, when recommended by a licensed physician or chiropractor, and will make every effort to make adjustments in normal assignments to provide light duty provided such action does not work to the detriment of any other employee.

#### **B. Identification of Light Duty Assignments**

Light Duty assignments are defined as any available work, which the employee is physically able to perform as determined, by a licensed physician or chiropractor.

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**ARTICLE 14 - SAFETY & HEALTH**

**SECTION 1**

**A. Guidelines for Curtailment or Suspension of Postal Operations**

In the event of hazardous weather conditions or other emergencies, management will determine whether conditions are such that Postal operations should be curtailed or terminated, taking into account the welfare of Postal employees, advice of local civil authorities, and the needs of the service. Management will immediately notify the unit NALC Steward of that determination.

Delivery after dark is both inefficient and unsafe, therefore, it is not the intent to require carriers to deliver after dark, except for those assigned to Special Delivery, Parcel Post, Express Mail and Collections.

Letter Carriers will make every attempt to provide service to customers except where obvious hazards are present or where the customer has failed to provide a safe path to their mail receptacle.

**B. Vehicle Safety**

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

**ARTICLE 17 - REPRESENTATION**

**SECTION 1 - LABOR-MANAGEMENT COMMITTEE**

**A. Committee Meetings**

Meetings of the Newberg Labor Management Committee will be held on the third Friday of the second month of each quarter at 9:00 AM. The fourth quarter meeting will be held in November.

**B. Agendas**

Agenda items will be exchanged two (2) days before the meeting. If neither party submits agenda items the meeting will be cancelled. Non-agenda items may be discussed only by mutual agreement of the parties.

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C. Posting of Agenda Items

Items discussed in Labor-Management Meetings will be posted on the NALC Bulletin Board.

D. Minutes

Minutes will reflect verbal responses given. Initialing the minutes indicates concurrence that the minutes accurately reflect the verbal responses. Absence of initials indicates that one party does not believe the minutes reflect the accuracy of the verbal responses.

**ARTICLE 20 - PARKING**

Parking shall be allowed in all public-parking areas, subject to restrictions by the local police department.

**ARTICLE 41 - CRAFT ITEMS**

**SECTION 1 - SENIORITY & POSTING**

A. Of Temporary Duty Assignments (5 days or more)

Eligibility to this section is for full-time reserve regulars, unassigned full-time regulars, part time flexible carriers and City Carrier Assistants. Vacant duty assignment of five (5) days or more duration will be posted on the Wednesday prior to the service week in which the vacancy is to occur. In the case of unexpected (FMLA/emergency, etc.) vacancies, the posting may be made as soon as the vacancy reasonably becomes known.

Eligible carriers may sign for the assignment they want to work.

The assignment will be awarded by seniority or relative standing. The successful bidder will assume the schedule of the assignment for the duration of the vacancy.

Those part-time flexible carriers not exercising their preference for vacant assignments will be arbitrarily assigned by seniority. Those regular carriers not exercising their preference for vacant assignments will be arbitrarily assigned by juniority, if needed or if there is not eight hours of carrier duties for the regular carrier. Such arbitrary assignments will not prevent carriers from exercising their preference on the next posting. Carriers who assume an assignment that begins with a six (6) day work-week will be given the choice of a scheduled day off.

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### B. Of Vacant Duty Assignments

Carrier vacancies will be posted on the Postmaster's Bulletin Board on the last Friday of each pay period and each posting will remain posted for a period of nine (9) calendar days.

The announcement will state whether the route that is posted is motorized, foot, parcel post, collection or a combination of the same. If it is a combination of Parcel Post and Collection, it should state the hours of the different types of work at the time of posting.

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.

The NALC Branch President and the Newberg Shop Steward will be sent a copy of the posted vacancy.

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. Employee will be placed in their successful bid position on Saturday, the 1st day of the Pay Period following the award notice, except in the month of December.

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.

### C. Change in Bid Assignment

When a carrier bid assignment is changed 51% for any reasons, the carrier may remain on that route which includes the major portion of the original assignment or may choose to allow the route to be posted for bid. If the route is posted then the affected routes will also be posted.

### D. Change of Duties

"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

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duty assignment (s) was abolished shall be posted for bid in accordance with the posting procedures in this Article."

E. Change of Territory

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. Territory is defined as "route" for purposes of Article 41

F. Change of Starting Time

Whether a letter carrier's route shall be reposted due to a change in the starting time of more than one (1) hour shall be at the option of the carrier affected. The changes in starting times are not accumulative.

G. Carrier Technicians

Carrier Technician carriers will normally carry all routes on their string in the established rotation, except that Carrier Technician carriers may agree to carry another route on their string.

**ARTICLE 43 - DURATION**

This Memorandum of Understanding shall be effective, from the date of signature, and shall remain in full force and effect to end, 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.

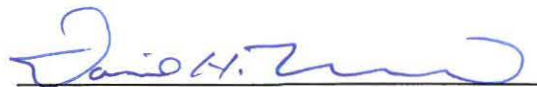
IN WITNESS WHEREOF:

U.S. Postal Service

Union



Michele Grigorioff  
Manager, Labor Relations  
For Newberg Post Office  
Newberg, Oregon 97132



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