MEMORANDUM
OF
UNDERSTANDING
** **
BRANCH 82
NATIONAL ASSOCIATION
OF
LETTER CARRIERS
AFL-CIO
PORTLAND, OREGON 97218
** **
MCMINNVILLE POST OFFICE
UNITED STATES POSTAL SERVICE
MCMINNVILLE, OREGON 97128
** **
September 21, 2019 - May 20, 2023
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McMinnville 2019-2023 Local Memorandum of Understanding

PREAMBLE

This Memorandum of Understanding is entered upon date signature of both parties, at McMinnville, 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 2019-2023 National Agreement, subject to those items, which have been submitted to the impasse resolution procedures.

ARTICLE 8

A. WASH-UP

   1. Article 8, Section 9, provides reasonable wash-up time for a letter carrier who performs dirty work.

   2. It is agreed that any letter carrier should be granted such time as is reasonable and necessary for washing up after performing dirty work or incident to personal needs.

B. All letter carriers routes in the McMinnville Post Office shall be on a rotating days off schedule.

C. All city letter carriers at the McMinnville Post Office are to be allowed two 15 minute breaks per 8 hour tour. One break shall be taken in the office and one on the street.

ARTICLE 10 - LEAVE

A. Management will notify employees on official bulletin boards of the date of the beginning of the new leave year.

B. The choice vacation period shall be the entire leave year.

C. Two carriers shall be allowed off on vacation during each week of the choice vacation period. With the following exceptions; three (3) carriers shall be allowed off each of the 6 weeks beginning with the leave week that includes July 1st. One carrier shall be allowed off for each of the 2 weeks preceding the leave week that includes the legal holiday for Christmas.

D. The vacation signup shall begin November 1st. The Supervisor and Steward shall be responsible for the leave calendar being passed throughout the carrier work force by seniority, and each carrier will indicate his/her selection for the choice period in the calendar. The sign-up for annual leave will be by weekly increments based upon
seniority or relative standing as established in the McMinnville roster. Seniority principles will prevail in the sign-up for vacation. There will be re-circulation, as needed, for any unused carrier leave, not to exceed their earned annual leave for that calendar year. Once notified a carrier will have 2 working days to make their selection. If an employee fails to indicate their choice by this time, they will be bypassed and may sign after that date by seniority. However, the junior employee who signed up in the interim will not be bumped and will not be required to relinquish the periods they have selected. This shall be completed by January 1 of each year.

E. During the first round, career letter carriers may sign up to one (1) or two (2) selections in continuous units of either one, two, or three weeks as their first round choice. The total signed for on the first signup choice may not exceed two weeks for those who earn 13 days yearly leave, or three weeks for those who earn more. Based upon relative standing CCA carriers will be allowed to sign up for one (1) week at the conclusion of the first sign-up contingent upon the CCA having a sufficient leave balance when the leave is taken. During the second round, carriers may sign for the remainder of their earned weeks for that year anywhere still available on the vacation board. Based upon relative standing CCA carriers will be allowed to sign up for one (1) week at the conclusion of the second sign-up contingent upon the CCA having a sufficient leave balance when the leave is taken.

F. 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 service week for which leave is requested. Leave outside the vacation sign-up period will be granted on a 1st come 1st served basis, but seniority will prevail where two (2) or more carriers submit their requests on the same day for the same period. The decision of the Postmaster or designee will be given to the employee on or before the Wednesday prior to the service week for which the leave is requested, and the duplicate Form 3971 will be given the employee. Failure to comply with this paragraph will indicate the requested leave is approved. Each carrier may request annual leave or LWOP for their birthday or designated birthday and be given consideration for its approval.

Greatest consideration will be given to carriers requesting annual leave outside the regular vacation signup. Carriers 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 first day for which leave is requested.

G. The posting of the completed leave calendar will constitute official notice of the approved vacation schedule.

H. Carriers who become ill while on annual leave shall be allowed to change to sick leave and shall be eligible for another selection period outside the vacation schedule.
I. An employee who is called for jury-duty during his vacation period is eligible for another comparable period outside the vacation sign-up.

J. Vacation leave weeks are from Monday to Sunday with return to work on the first regularly scheduled day after Sunday.

K. Trading of vacation periods will be allowed only if no one having seniority between the two carriers wishing to trade objects. All involved parties must sign any such trades. Stewards will be informed of the proposed trades at the time the request is initiated. Such exchanges must be made at least one (1) week (5 working days) in advance. Management must be notified of such exchange.

L. 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. A maximum of one additional slot will be added if needed so that at least one slot will remain available for non-delegates to choose for AL. However, no delegate will be required to use more leave than is necessary to attend the conventions. If there are no delegates designated, those weeks then revert back to the normal available weeks and may be signed for by any carrier(s) by seniority.

M. Carriers will not be ordered to work overtime on the workday preceding their scheduled Annual Leave or on their nonscheduled days (within the allowable leave year), which are in conjunction with scheduled Annual Leave. This would constitute no violation of the Overtime Desired List (ODL). Carriers will not be required to work on their designated holiday or scheduled day off in conjunction with scheduled Annual Leave.

N. The leave year shall be the USPS leave year, not the calendar year.

O. Carriers may withdraw from signed for weeks for special reasons or to sign for vacated weeks. Carriers must notify management as soon as possible. The vacated weeks will be posted if possible for a maximum 10 days. Reasonable efforts will be mutually made to rearrange affected opts by seniority.

ARTICLE 11 - HOLIDAY SCHEDULE

The method of selecting employees to work on a holiday is as follows:

1. Part-time flexible employees, even is overtime is necessary.
2. Full-time and part-time regulars who have volunteered to work on their holiday or designated holiday. Selection shall be made on the basis of seniority.
3. City Carrier Assistants (CCA), even if overtime is necessary.
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4. Full-time and part-time regulars who have volunteered to work on the holiday and whose holiday it is not: such employees shall be selected by seniority.
5. Full-time and part-time regulars who have not volunteered to work on the holiday or designated holiday. Such employee shall be selected by juniority on a rotating basis.
6. Full-time and part-time regulars who have not volunteered to work on their nonscheduled day. Such employees shall be selected by juniority on a rotating basis.

ARTICLE 13 - LIGHT DUTY

A. Management shall make every effort to honor all requests for light duty when they are submitted in accordance with Article 13, Section 2 of the National Agreement.

B. 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. The number of light-duty assignments shall be determined by need.

ARTICLE 14 - SAFETY & HEALTH

A. After a thorough review of local authority declarations, when postal authorities declare an emergency condition exists, which endangers the well-being of a carrier, they shall take prompt action to alleviate such danger. At such times when a carrier is outside the office and management communications to him regarding the emergency which may affect his well-being cannot be given him in a timely manner, it is natural for the carrier to determine the proper actions to take based upon his mature good judgment.

B. Delivery of mail after dark is both inefficient and unsafe and will only be condoned in emergency situations (as defined in Article 3 of the National Agreement.)

ARTICLE 17 - REPRESENTATION

Upon request of either party and on explanation of an agenda, Labor/Management meetings shall be scheduled at a mutually agreed date and time.

ARTICLE 20 - PARKING

Employee parking will be any available space in the employee parking lot east of the security gates.
ARTICLE 41 - POSTING

A. A Full-time regular letter carrier that is scheduled or called in to work on a nonscheduled day must be given his/her route or full-time duty assignment even though the route or full-time duty assignment is usually worked by a Carrier Technician on the full-time regular letter carrier's nonscheduled day.

B. 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 route 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. A workload change of 40% or more on a full-time assignment will be considered abolishment. In all cases of abolishment, the senior affected carrier may accept the adjustment without triggering abolishment of their assignment.

C. Whether a letter carrier's route shall be posted due to a change in starting time or more than one (1) hour shall be at the option of the carrier affected.

D. Carriers may submit bids through computerized bidding currently available at 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.
ARTICLE 43 - DURATION

Presently effective memoranda of understanding are not inconsistent, nor in conflict with the 2019-2023 National Agreement and shall remain in effect during the term of this agreement. The term of this agreement will coincide with the term specified in the National Agreement or until further time as directed by the national representatives of the United States Postal Service and the National Association of Letter Carriers, AFL-CIO.

In Witness Whereof:

U.S. Postal Service

Michele Grigoreff
Manager, Labor Relations
For McMinnville Post Office
McMinnville, Oregon

Union

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