

**MEMORANDUM
OF
UNDERSTANDING**

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**BRANCH 82
NATIONAL ASSOCIATION
OF
LETTER CARRIERS
AFL-CIO**

PORTLAND, OREGON 97218

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**GRESHAM POST OFFICE
UNITED STATES POSTAL SERVICE
GRESHAM, OREGON 97030**

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SEPTEMBER 21, 2019 - MAY 20, 2023

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PREAMBLE

This Memorandum of Understanding is entered on the date of signature at Gresham, 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 Memorandum of Understanding constitutes the entire agreement on matters relating to local conditions of employment.

ARTICLE 8

Section 1: WASH-UP TIME

Employees shall be granted reasonable wash-up time when performing dirty or toxic work.

ARTICLE 10

Section 1: LEAVE

- A. During the last week of October, the Postmaster or their designee and the Branch 82 president or their designee will meet to determine the new leave calendar. Management will create a master calendar and post it prior to November 1st. Vacation will be programmed beginning with the first complete pay period of the new leave year and continue through the last complete pay period of the new leave year. The number of weekly increments for the next vacation period will be determined by the number of employees assigned to the Gresham Post Office at the beginning of pay period 22.
- B. After the carrier receives notification from management or the NALC designee(s) that it is their turn to sign for scheduled leave, they will have up to 48 hours to make their selection. It is the carrier's responsibility to make themselves available to be notified of their turn to sign. If the carrier has not made themselves available or has not made their selection within the 48 hours the next senior carrier 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 their turn to sign have signed. Those junior employees who have signed in the interim will not be required to relinquish the periods they have selected.

The posting of the signed weeks will be notification of the approval of the leave. For the purposes of where an employee may sign on the board the entire year shall be considered the choice vacation period. Each carrier must submit his/her selection, in duplicate, on Leave Application Form 3971. Management will sign the duplicate and return to the employee as

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notification of approval or disapproval. CCA carriers will be scheduled off for all days, Sunday thru Sunday, for the weeks for which they signed.

- C. All vacations will start on Sunday and end on Sunday.
- D. Choice vacation period shall begin the last Monday in May and proceed for 26 consecutive weeks and include the last two (2) full weeks of March.
- E. Application for choice vacation shall begin November 1st of each year. Assignment of vacation periods shall be by seniority and shall be completed by January 1st.
- F. The number of employees off during the leave year shall be based upon the following formulas:

As of Pay Period 22, the number of regular full-time carriers and part-time flexible carriers shall be totaled; such total shall be multiplied by 13% (0.13); which then determines the maximum number which may be allowed off in any one week for the entire year, excluding the 1st full week of December through the last full week of December in which one less carrier will be allowed off than during the rest of the year.

In those instances where computing the percentage does not result in a whole number, and the fractional result is 0.1 or higher the next whole number shall be considered the correct figure (example: 2.1 and above would become three (3) employees.)

- G. The first sign-up Carriers will be allowed two selections during choice period in units of either 5 or 10 working days, the total not to exceed ten (10) or fifteen (15) days. 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. 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.
- H. The sign-up for annual leave will be by weekly periods based upon seniority or relative standing as established in the Gresham Post Office.
- I. 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.

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- J. Carriers may withdraw from signed annual leave for special reasons or to sign for posted vacated slots. They must notify management as soon as possible. The vacated period will then be posted for up to 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 or relative standing, beginning with those junior to the carrier vacating the period. Vacated periods include those caused by resignation, retirement, changing crafts, death, promotion, transferring to another installation and etc. . . .
- K. Carriers who become ill while on annual leave may be allowed to change to sick leave and shall be eligible for another available selection period outside the vacation schedule.
- L. It is recognized by both parties that, for an employee organization to function properly, it is imperative that members (i.e., officers, stewards, etc.) attend their Union activities. Therefore, management shall grant AL or LWOP to employees, upon submitting a proper 3971, in order that they may attend such activities.

Section 2. REQUEST FOR OTHER LEAVE

A carrier who requests leave outside of vacation sign-up, on a scheduled work day shall be granted a day's AL, provided, however, he/she has submitted a properly executed 3971 in advance of the requested day.

Section 3. UNSCHEDULED ANNUAL LEAVE POLICY

With the exception of personal emergencies and other extenuating circumstances, the following guidelines will govern the unscheduled annual leave policy for this office:

- A. Carriers requesting 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 30 days, but no later than Monday prior to the service week for which annual leave is 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. Requests for incidental leave for birthdays will be given the highest priority.
- B. 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 Form 3971 will be given to the employee.

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- C. Carriers requesting extended annual leave for special reasons must submit PS Form 3971 as far in advance as possible. Management will respond to these requests as soon as practicable and will approve them to the maximum extent possible.
- D. Failure of management to act within the time specified will imply consent, and the request will be automatically granted.

ARTICLE 11

SECTION 1. HOLIDAY LIST

- A. In selecting employees to work on holidays the following priorities will be followed:
 - 1. Part-time flexibles (PTFs), even if overtime is necessary.
 - 2. Full-time and part-time employees who have volunteered to work on the holiday or their designated holiday when such day is part of their regular work schedule. Straight time carriers
 - 3. City Carrier Assistants (CCAs)
 - 4. All full-time regular, full-time flexible and part-time regular employees who have volunteered to work on their non-scheduled day—by seniority.
 - 5. Full-time regulars who have not volunteered to work on their Holiday or designated Holiday. Such employees shall be selected by juniority on a rotating basis reset on the leave year.
 - 6. Full-time regulars who have not volunteered to work on their non-scheduled day. Such employees shall be selected by juniority on a rotating basis reset on the leave year.

The Juniority Draft list will be reset at the beginning of the leave year.

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ARTICLE 13

SECTION 1. ASSIGNMENT OF ILL OR INJURED

- A. When an employee is incapacitated for full duty, the employee may submit in writing to the installation head or his/her designee, a request for available Light Duty assignment. No light duty request shall be unreasonably denied. All requests will receive a response from the installation head or his/her designee in writing.
- B. Carriers who have physical impairments and can effectively use a satchel cart will be assigned one, in accordance with current handbooks and manuals.

ARTICLE 14

- A. In the event of civil disorders and other emergencies, the postmaster or his/her designee 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 postmaster or his/her designee will notify the NALC Union Steward.
- B. Delivery of mail after dark is both inefficient and unsafe and will only be condoned in emergency situations.

ARTICLE 17

- A. Labor Management meetings will be held on the second Tuesday of February, May, August and November. The quarterly Labor Management meeting in November will be the Christmas meeting. An exchange of agenda items will be made two days in advance of each meeting. If neither party has an agenda item the meeting will be canceled.
- B. With Management approval, NALC Branch 82 shall have the right to the use of Post Office telephones for the purpose of official Union duties. Toll calls placed by the Union are to be paid by the Union.

ARTICLE 41

SECTION 1. POSTING

- A. All regular carriers, except for the senior carrier, will be on a rotating work schedule.

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- 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 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.

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 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.** In the event that at least 51 % of a route is affected in a route adjustment, the carrier of the route being affected shall have his/her choice of the two routes. This shall not be considered as a "bid" under the terms of the National Agreement.
- D.** 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.
- E.** In the event this action may change a carrier technician assignment, the carrier technician assignment will be changed.
- F.** If a carrier technician assignment can be made using routes with fixed days off, the routes will be returned to rotating days off.

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- G. For each five routes there will be a Carrier Technician assignment made.
- H. 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.
- I. A copy of all posted official notices and communications affecting the Letter Carrier craft shall be sent immediately to the President of Branch 82, NALC.

SECTION 2. POSTING TEMPORARY VACANT ASSIGNMENTS

For Full-Time Reserve Carriers, Unassigned Full-Time Carriers, Part-Time Flexible Carriers and CCAs:

- A. Full-Time Reserve, Unassigned Regular, Full-Time Flexible, Part-Time Flexible and CCA letter carriers may indicate their preference for temporarily vacant full time craft duty assignments of anticipated duration of five (5) days or longer until 1700 hours on the Tuesday prior to the service week in which the vacancy commences. 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.
- B. Full-time reserve carriers, unassigned full-time carriers, part-time flexible carriers and CCAs may submit opting slips for the desired assignment.
- C. The assignment will be awarded on the basis of seniority or relative standing. The positions will be worked for the duration of the vacancy.
- D. Those carriers failing to exercise their preference on vacant assignments will be arbitrarily assigned by the manager. However, those carriers who didn't exercise their preference and who have been arbitrarily assigned by management shall be able to exercise them on the next posting of vacant assignments.

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SECTION 3. MISCELLANEOUS

- A. Postal or leased vehicles shall be cleaned inside frequently, as necessary. It shall be the responsibility of supervision to see that this is accomplished. Cleaning of litter from inside of vehicles shall be the responsibility of the letter carrier.
- B. Lunch Breaks:
When there is no suitable place to eat lunch on the route, a letter carrier shall have the right to travel outside their route to a place where there are accommodations, provided it is one of the three designated lunch locations.
- C. When a letter carrier route or full-time duty assignment, other than the letter carrier route(s) or full-time 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.
- D. Communications:
 - 1. When there is a postal or safety meeting management is to inform non-scheduled letter carriers the outcome of the discussions upon their return.
 - 2. Such meetings are to be provided to hearing impaired letter carriers by one of the following methods: (a) in person, (b) written form, (c) an interpreter, (d) captioned video when appropriate.

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ARTICLE 43

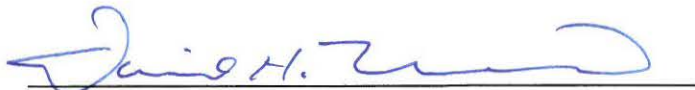
SECTION 1. DURATION

- A. This agreement shall be effective beginning **September 21st, 2019**, and shall remain in full force and effect for the duration of the **2019-2023** National Agreement, including 12:00 midnight **May 20th, 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:



Michele Grigorioff
Manager, Labor Relations
For Gresham Post Office
Gresham, Oregon



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