

**MEMORANDUM  
OF  
UNDERSTANDING**

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**BRANCH 82  
NATIONAL ASSOCIATION  
OF  
LETTER CARRIERS**

**AFL-CIO**

**PORTLAND, OREGON 97218**

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

**GLADSTONE/HAPPY VALLEY POST OFFICE  
UNITED STATES POSTAL SERVICE  
CLACKAMAS, OREGON 97015**

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

**September 21, 2019 - May 20, 2023**

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## PREAMBLE

This Memorandum of Understanding is 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 ratified national agreement of **September 21, 2019**. This MOU represents the city letter carriers working in Gladstone and Happy Valley, Oregon.

## ARTICLE 8

### WASH-UP TIME

The past practice of granting employees reasonable wash-up time shall continue in effect.

### ROTATING OR FIXED DAYS OFF

- A. All regular City Delivery routes will be on rotating days off with fixed non-scheduled Sunday, except as described below.
- B. 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 Saturday non-scheduled day. Other fixed days off may be mutually determined by the Postmaster and President Branch 82 or designees.
- C. In the event this action may change a carrier technician assignment, the carrier technician assignment will be changed.
- D. If a carrier technician assignment can be made using routes with fixed days off, the routes will be returned to rotating days off.

### OVERTIME DESIRED LIST

- A. The overtime Desired List for Carriers will be by installation. Any alteration of the above will be subject to mutual agreement by the NALC Branch 82 President and the USPS.

## ARTICLE 10

### A. ANNOUNCING NEW LEAVE YEAR

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

### B. LEAVE SLOTS AVAILABLE

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The number of vacation slots available during any one week shall be based upon the following formula:

The number of the Letter Carrier Workforce (excluding CCAs) in the installation at the beginning of Pay Period 23 shall be totaled; such total shall be multiplied by 13% (0.13), rounding up from .1 shall apply. This then determines the maximum number which shall be allowed in any one week with the following modifications:

1. If there are less than three slots on the leave board, one slot shall be added for a week of spring vacation coinciding with a local school district's spring break. The parties may mutually choose the date of that week each year.
2. If there are less than three slots on the leave board, one slot shall be added beginning the week containing the Memorial Day holiday through the week containing the Labor Day holiday.
3. One slot will be available each week during the four weeks of penalty pay exclusion during the December Holiday season.

The Postmaster, or USPS designee/s, shall meet with the NALC President, or designees/s during Pay Period 22 each year to determine, in accord with the formulas in this LMOU, the number of vacation leave slots needed for the coming leave year. Normal mathematical rounding shall apply.

In determining the vacation slots reasonably anticipated complement numbers will be used.

The sign-up shall commence November 1. A good faith effort will be made to complete all signups prior to the first leave period of the coming year. An NALC Designee may be used to coordinate and expedite the sign-up process.

Prior to signing up for annual leave, military leave and Union convention leave slots will be blocked off on the leave schedule.

**C. BEGINNING DAY OF VACATION PERIOD**

Increments of vacation periods will be Sunday through 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 days, including holidays and designated holidays (within



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the allowable leave year) which are in conjunction with scheduled Annual Leave. This would constitute no violation of the Overtime Desired List (ODL) or article 11 draft.

D. APPLICATION OF WEEKLY PERIODS AND SENIORITY

The sign-up for annual leave will be by weekly periods in each carrier delivery unit based upon seniority or relative standing as established on the Gladstone/Happy Valley Post Office roster. Seniority principles will prevail in the assignment of all annual leave. Each carrier may sign for no more weekly vacation periods than he/she will earn in AL during the coming leave year except for those reasonably anticipated to carry more than the maximum annual leave carry over.

E. MANNER OF SIGNING

The choice period shall be the first sign-up, and may be anywhere available on the leave board. On the first sign-up carriers earning twenty (20) or twenty six (26) days annual leave per year may sign for up for one (1) selection of three (3) continuous weeks or for two (2) selections of one week or two weeks for a maximum of three weeks. On the first sign-up carriers earning thirteen (13) days annual leave per year may sign for a one (1) selection of two (2) continuous weeks or two (2) selections of one week, for a maximum of two 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.

After the first sign-up, a second sign-up will be held at which time each carrier may sign for the remainder of their leave in any remaining slots. Signing for weekly periods anywhere on the board will be allowed on the second sign-up. Based upon relative standing CCA carriers will be allowed to sign up for one (1) week at the conclusion of the second sign-up.

Within two weeks following completion of the final signup, employees who have the potential of exceeding the maximum leave carry over will be notified by management and allowed to sign by seniority for any remaining vacant slots. After this process has been completed management will not be required to provide leave to any employee at the end of the leave year for the sole purpose of preventing an employee from reaching the maximum carry-over provisions of the National Agreement. However, special consideration will be given to those employees with extenuating circumstances

After the sign up is completed any remaining slots not signed for will be voided.

F. TIME LIMITATIONS

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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.

G. WITHDRAWING FROM SELECTED PERIODS

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. The slot will be considered available for bidding provided circumstances permit at least a two full service day posting prior to the service week in which the annual leave period begins. 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, transfer to another installation and etc...

Trading of vacation periods will be allowed as long as no one having seniority between the two carriers wishing to trade objects. If the trade is not finalized prior to the weekly work schedule being posted, the carrier who opted on the vacancy, must also concur. Stewards will be informed of the proposed trades at the time the request is initiated.

I. APPLICATION FOR LEAVE OFF AND OUTSIDE THE ANNUAL LEAVE BOARD

Carriers requesting annual leave outside the regular vacation sign-up must submit PS Form 3971, in duplicate, to the Postmaster's designee by the Tuesday prior to the service week for which the leave is requested. The leave request may be submitted no earlier than 30 days before the day which is the beginning of the annual leave. The leave request will be approved when possible, and honored on a first-come, first-serve basis.

The decision of the Postmaster's 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. However, the employee must have an initialed copy by the Postmaster's designee indicating the acknowledgment of the receipt.



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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.

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 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.

K. JURY DUTY

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

L. RETURN FROM SICK LEAVE

When returning to duty from sick leave, employees must notify the supervisor, or installation head as soon as possible.

M. SICK LEAVE IN LIEU OF ANNUAL LEAVE

Carriers who become ill, as per ELM requirements, while on Annual Leave shall be allowed to change to Sick Leave and shall be eligible for another comparable selection period outside the vacation schedule.

N. BLOOD LEAVE

Any carrier being released from duty to donate blood will be granted the period of time reasonable deemed necessary.

O. LEAVE

The posting of the completed vacation sign-up chart will constitute official notice to each employee of the approved vacation schedule. See LMOU, Section D of Article 10.

ARTICLE 11

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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. This list shall be posted for at least one week prior to the posting of the holiday schedule.

B. METHOD OF SELECTING EMPLOYEES

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

1. PTF employees to the maximum extent possible, 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 to the maximum extent possible, even if overtime is necessary,
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 Postmaster 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 provided such actions does not work to the detriment of any other career employee.

ARTICLE 14



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SAFETY & HEALTH

- A. In the event of civil disorders and other emergencies, Management 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 Shop Steward will be informed.

VEHICLE SAFETY

- B. 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 vehicles be maintained in an acceptable state of cleanliness, including periodic washes.
- C. 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 at least quarterly at a time mutually agreed to by the parties. The meeting may be canceled by mutual agreement.
- B. An exchange of agenda items will be made by the beginning of each meeting or as soon as possible.
- C. A copy of the minutes of the labor-management meetings will be posted on the official bulletin board.

ARTICLE 41

POSTING TEMPORARY VACANCIES

- A. Temporary vacancies of five days duration or longer will be posted by the Monday preceding the service week in which the vacancy will occur.
- B. In the case of unexpected (FMLA/emergency, etc.) vacancies, the posting may be made as soon as the vacancy reasonably becomes known.
- C. Temporary vacancies including those for carrier technician vacancies, will be posted on the official bulletin board and will remain posted for three days including Monday.
- D. Carriers are responsible for their names being placed on the assignments/s they want to work

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- E. The assignment will be awarded on the basis of seniority or relative standing and will be worked for the duration of the vacancy (PTFs will qualify in accordance with Article 41 Section 2B 4 & 2B 5).
- F. 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.

POSTING

A. Method of Posting

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](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.

- B. Carrier technicians will normally carry all routes on their string in the established rotation, except when the carrier technician will agree to carry another route on their string.



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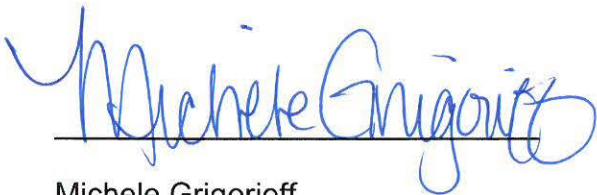
C. "When a letter carrier route or full-time duty assignment, other than the letter carrier route(s) or full-time duty assignment(s) of the junior employee(s) is abolished at a delivery unit as a result of, but not limited to, route adjustments, highways, housing projects, all routes and full-time duty assignments at that unit held by letter carriers who are junior to the carriers(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."

Duration

This Memorandum of Understanding is entered into 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 Gladstone/Happy Valley Post Office  
Clackamas, Oregon 97015



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