

**MEMORANDUM
OF
UNDERSTANDING**

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

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**ST. HELENS POST OFFICE
UNITED STATES POSTAL SERVICE
ST. HELENS, OREGON 97051**

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September 21, 2019 – May 20, 2023

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PREAMBLE

This Memorandum of Understanding is entered on **September 21, 2019** at St. Helen's, Oregon 97051, between the 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.

ARTICLE 8 - WORK HOURS

Section A. Overtime

To allow latitude in the application of the last sentence of Article 8, Section 5.C.2 of the National Agreement, the following will prevail:

1. Under normal circumstances those employees on the Overtime Desired List (ODL) will be utilized prior to resorting to non-volunteers.
2. The following is the recommended order of selection to work overtime (OT).
 - a. PTFS
 - b. ODL
 - c. Draft regulars by juniority

Section B. Wash-up Time

Up to five (5) minutes may be allowed for wash-up when necessary.

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.

Section B. Starting Day of Annual Leave

Start of individual vacation periods will be on Sunday. Carriers return from vacation on their next regularly scheduled work day after the 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 day or days, including holidays or designated holidays (within the allowable leave year) which are in conjunction with scheduled Annual Leave.

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This would constitute no violation of the Overtime Desired List (ODL) or Article 11 draft.

Section C. Prime Time

Prime vacation time will be first period in January through November 30th.

Section D. Time Limitations

After an employee receives notification from supervision that it is their turn to sign up for scheduled leave, they will have up to two (2) full working day 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 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.

Section E. Application and Seniority

The sign-up for annual leave will be by weekly periods in each carrier delivery unit based upon seniority as established on the St. Helen's Post Office roster. Seniority principles will prevail in the assignment of all annual leave. Each carrier may sign for no more weekly periods than they will earn during the coming leave year. When an extended period of time is granted for special reasons, the additional periods will be outside the regular annual leave sign-up.

Section F. Manner of Signing

During the first sign up employees who earn 13 days of annual leave per year shall be allowed to sign for up to two (2) weeks of leave. The weeks may be consecutive or split. Employees earning 20-26 days annual leave shall be allowed to sign for 3 weeks during the first sign up. The weeks may be continuous, or may be split into two parts, two (2) consecutive weeks in one part and one (1) week in the other. 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 for carriers to bid their remaining weeks. Based upon relative standing CCA carriers will be allowed to sign up for one (1) week at the conclusion of the second sign-up. Carriers will sign up in order of office seniority or relative standing.

Section G. Official Notice of Approval

The posting of the completed vacation sign-up chart shall be implemented within 3 working day (s) of completion, and the posting of the completed sign-up chart

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shall constitute official notice to each employees 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. Number of Routes

In the event the number of routes increase in this installation to eight (8) full-time routes or more. Two (2) carriers will be off during the months of June, July and August.

Section I. Withdrawing from Selected Periods

Carriers may withdraw from signed for spaces. The vacated period will then be posted for ten (10) days, or less, if circumstances do not permit a ten (10) day posting. The posted vacancy will be granted on a seniority basis, beginning with the employee junior to the employee vacating the annual leave. Carriers will give management ten (10) working days notice of intent to withdraw from assigned leave.

Section J. Trades

Trading of vacation periods will be allowed, but will only be approved as long as no one having seniority between the two (2) carriers wishing to trade objects. Any such trades must be signed by all parties involved. Management and Stewards will be informed of the proposed trades at the time the request is initiated.

Section K. 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.

Section L. 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 approval of the supervisor and the following procedures:

- A. Employees may sign on a first come, first serve basis for full weeks or full days of annual leave remaining on the vacation schedule.

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- B. For incidental leave the immediate supervisor will determine, subject to work conditions, whether or not the employee can be granted the leave and shall inform the employee as soon as possible.

Section M. Jury Duty

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

Section N. Sick Leave

Medical documentation for periods of absences of three (3) days or less will only be required if one (1) of the following conditions apply:

1. Management considers documentation necessary to protect the interests of the USPS or has evidence indicating abuse/misuse.
2. The employee is on the Restricted Sick Leave List.

Section O. Union Leave

1. Union Activities

It is recognized by both parties that for an employee organization to function properly, it is imperative that delegated members (i.e. officers, stewards, etc.) attend their union activities, such as State and National Conventions, State Officer meetings and seminars conducted by the NALC National Business Agent or his designee. Therefore management shall grant AL or LWOP to employees, upon submittance of a proper Form 3971, in order that they may attend such activities.

2. Convention Leave

The weeks of NALC and State Conventions will not be available for A.L. bid until the union notifies management that no member from this office will be attending these functions. When such notification is made, management will immediately post the weeks for seniority bid. The NALC will notify management, when possible, the periods of time for the National Convention, State Convention or training sessions, so that these periods may be blocked off on the vacation schedule.

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Section P. Incidental Leave

Carriers requesting incidental leave will submit a Form 3971 in duplicate not more than thirty (30) days in advance prior to the date(s) requested. Management will sign indicating receipt of the application for annual leave at the time it is submitted and will reply, indicating approval or disapproval within four (4) work days of receipt of the Form 3971. Such leave will be granted 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. Every reasonable effort will be made by management to facilitate such advance planning.

Section Q. III While on Annual Leave

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

ARTICLE 11 - HOLIDAY LISTS

Section A

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

In selecting employees to work on holidays, the following priorities will be followed:

1. Part-Time Flexible employees even if overtime is necessary.
2. Full-Time and Part-Time Flexible regular employees who have volunteered to work on their holiday or their designated holiday when such day is part of their regular work schedule.
3. City Carrier Assistant, even if overtime is necessary.
4. Full-time and part-time regulars who have volunteered to work on their non-scheduled day, by seniority.

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5. Full-time and part-time regulars who have not volunteered to work on the holiday or designated holiday. Such employees shall be selected by juniority.
6. Full-time and part-time regulars who have not volunteered to work on their non-scheduled day. Such employees shall be selected by juniority.

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

ARTICLE 13 - LIGHT DUTY ASSIGNMENTS

Section A.

The installation head or his/her 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 action does not work to the detriment of any other employee.

ARTICLE 14 - SAFETY & HEALTH

Section A. Curtailment of Operations

In the event of civil disorders and other emergencies, the postmaster and the NALC steward, 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.

Section 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 vehicles be maintained in an acceptable state of cleanliness, including periodic washes.

Section C. After Dark

Delivery after dark is both inefficient and unsafe and will only be conducted in emergency situations.

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ARTICLE 17 - REPRESENTATION

Section A

Labor management meetings will be held on the first Thursday of the second month of each quarter.

Section B

An exchange of agenda items will be made two (2) days in advance of each meeting. If neither party has an agenda item, the meeting will be canceled.

Section C

Management will post a copy of the minutes of the labor/management meetings on the official bulletin board.

ARTICLE 41 - POSTING

Section A

All city delivery routes will be on rotating days off, except those routes that have no assigned T-6 carrier.

Section B

In the event that one or more assignments do not have a carrier technician, the senior regular carrier(s), 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. In the event this action may change a **carrier technician** assignment, the assignment will be changed.

Section C

No two carriers will have the same fixed days off.

Section D

If a T-6 assignment can be made from among those routes with fixed days off, the routes will be returned to rotating days off.

Section E

Carriers will be entitled to two (2) ten minute rest breaks. Such breaks will be credited as part of the evaluated (8) hour day during route inspections. One rest

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break will be scheduled during office time and one on the street during route time. The two (2) ten minute rest breaks will be over and above any reasonable comfort stops taken by the carrier or the 5 minute personal needs on line 20 of Form 1838.

Section F

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 G

When a carrier's bid assignment is changed or eliminated, for any reason, the carrier may remain on that route which includes the major portion of the original assignment.

Section 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 effected.

Section I

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.

Notice inviting bids for letter carrier craft assignments and for other assignments to which a letter carrier is entitled to bid shall be posted on the official bulletin board for ten (10) days. A copy of the notice shall be given to the local NALC representative and the NALC Branch 82 President. When an absent employee has so requested in writing stating his/her mailing address, a copy of any notice inviting bids shall be mailed to the employee. A new request in writing must be submitted for each period of absence.

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

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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.

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.

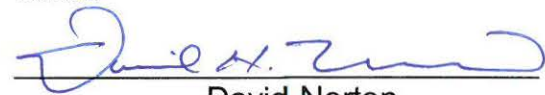
This Local Memorandum of Understanding shall be in full force and effect until midnight **May 20, 2023**, unless extended by agreement between the parties at the National level. The terms of this Memorandum of Understanding are subject to the grievance procedure as contained in the National Agreement.

IN WITNESS WHEREOF

U.S. Postal Service


Michele Grigorioff
Manager, Labor Relations
For Saint Helens Post Office
Saint Helens, Oregon 97051

Union


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