

MEMORANDUM  
OF  
UNDERSTANDING

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

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TROUTDALE POST OFFICE  
UNITED STATES POSTAL SERVICE  
TROUTDALE, OREGON 97060

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SEPTEMBER 21, 2019 – MAY 20, 2023

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## ARTICLE 8 - WASH-UP TIME

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

## ARTICLE 10 – LEAVE

### Section A - Programming Leave

Vacations will be programmed from the first full pay period in January through the last full pay period in December. The number of leave periods to be granted during the leave year will be determined during the first full week in November of the preceding year.

Choice vacation time will begin with the third full week in May and extend through twenty-three continuous weeks, plus the week of spring break. The first round sign-up for vacation shall not be limited to the choice period.

During each week of the choice vacation period, two slots will be available for vacation sign-up. In all other weeks of the leave year, one slot will be available.

### Section B – Application of Weekly Periods and Seniority

The sign-up for annual leave will be by weekly periods based upon seniority as established on the Troutdale Post Office Roster. Seniority principles will prevail in the assignment of annual leave. When an extended period of time is granted for special reasons, the additional periods will be outside the regular annual leave sign-up.

### Section C - Manner of Signing

The choice period shall be the first signup, and may be anywhere available on the leave **calendar**. The official manner of signing shall be on one calendar passed between the carriers. On the first sign-up, full-time regular, part-time regular and part time flexible 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 full-time regular, part-time regular and part time flexible, 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



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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.

A second sign-up will be held at which time each carrier may sign for the remainder of his/her coming year earned annual leave in full weeks only. Full-time regular, part-time regular and part time flexible carriers who sign for all of their coming year earned leave on the first sign-up may not bid in 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.

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.

1. Carriers may withdraw from signed for spaces for special reasons or to sign for vacated periods. The vacated periods will be posted for ten days or less if circumstances do not permit a ten day posting. The vacant period will then be granted on a seniority or relative standing 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.
2. After an employee receives notification from his/her supervisor that it is their turn to sign for scheduled leave, they will have up to one full working day to make his/her 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 will be allowed to sign for his/her choice after those employees who have been notified it is their turn to have signed. Those junior employees who signed up in the interim will not be required to relinquish the periods they have selected.
3. The posting of the completed vacation sign up will constitute official notice of the approved vacation schedule.
4. Start of individual vacation periods will start on Sunday and end on Sunday. Carriers return from vacation on their next regularly scheduled work day following Sunday. CCA carriers will be scheduled off for all days, Sunday through Sunday, for the weeks for which they signed. Carriers will not be ordered to work on their nonscheduled day or days,

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including holidays or designated holidays (within 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.

5. Vacation trades will be allowed as long as no one between the two carriers by seniority wishing to trade objects. Stewards will be informed of all vacation trades. Signatures will be required and management must be notified at least three weeks prior to the effective date of the trade.
6. No carrier will be ordered in to work while on annual leave except in the case of extreme emergency. No carrier will be ordered to work on their non-scheduled day or work overtime in conjunction with their annual leave, if a replacement is available. This would not constitute an Article 8 violation.
7. A carrier shall be granted a day of annual leave, provided a properly filled out Form 3971 has been submitted and approved by management in advance.
8. Carriers who become ill while on annual leave shall be allowed to change to sick leave and shall be eligible for another selection period in any available vacation slot. Management has the option of requesting medical certification.
9. An employee who is called for jury duty during their vacation period is eligible for another comparable period in any available vacation slot.
10. All requests for emergency leave will be approved to the greatest degree possible. Such requests for leave will be presented in a timely manner if possible; stating the reason the leave is needed. Requests for emergency leave will normally be granted.
11. Any carrier being released from duty to donate blood shall be granted a reasonable amount of blood leave off the clock. In accordance with the Employee Labor Relations Manual 519.25b, "Every effort should be made to have blood donations for such employees scheduled near the end of their tour of duty."
12. When calling in sick or requesting sick leave in the AM, the carrier may call at such a time as the supervisor is scheduled in.



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### ARTICLE 11 – HOLIDAY SCHEDULE

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 regular employees who have volunteered to work on the holiday or their designated holiday when that day is part of their regular work schedule.
3. City Carrier Assistants, even if overtime is necessary.
3. All other full-time and part-time regular volunteers by seniority.
4. All other full-time and part-time regulars who have not volunteered, by juniority on a rotating basis.

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

5. The holiday sign-up sheet shall be posted by the time clock the Tuesday preceding the posting week in which the holiday occurs. This sheet will allow carriers to volunteer. The sign-up sheet will be removed at the close of business on the Tuesday prior to posting.

### ARTICLE 13 – LIGHT DUTY ASSIGNMENT

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 AND HEALTH

1. Since each carrier is responsible for the safe delivery of mail, for safe driving and for any unsafe conduct on their part, each carrier will make all on the spot decisions regarding his/her safety and that of the mail or government property, and shall contact their supervisor, as soon as practicable, for instructions when mail delivery has been temporarily withheld.
2. Carriers will report unsafe conditions to management. The report will be investigated in the same day and the decision to withdraw delivery will be management's.

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3. In the event of civil disorders and other emergencies, the station manager 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 authorities and the welfare of Postal Employees. The steward will be notified of the determination.
4. Delivery after dark is both inefficient and unsafe and will only be condoned in emergency situations.
5. Safety committee meetings shall be held monthly at a time to be determined by both parties or whenever mutually agreed upon.

## ARTICLE 17 – LABOR MANAGEMENT MEETINGS

Labor management meetings will be held quarterly at a time to be determined by both parties, or whenever mutually agreed upon.

## ARTICLE 41 – LETTER CARRIER CRAFT

1. All city delivery routes will be on rotating days off. Each time a city delivery route is added to this installation, whether the non-scheduled days shall be fixed or rotated, shall be negotiated.
2. 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.
3. Whether a letter carrier route shall be posted due to a change in starting time of more than one hour shall be at the option of the carrier affected.
4. T-6s will normally carry all the routes on their bid assignment.
5. Reserve Carrier Assignments

For full-time reserve carriers, unassigned full-time carriers, part-time flexible and City Carrier Assistant employees

- A. Vacancies of five days duration or longer due to AL, SL etc. will be posted up to 7 days prior to the Tuesday preceding the posting week in which the vacancy will occur. The place of posting these vacancies will be at a mutually agreed upon place.
- B. Full-time reserve carriers, unassigned full-time carriers, part-time flexible and City Carrier Assistant carriers will sign their names next to the assignment they want to work.



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- C. The assignment will be awarded on the basis of seniority or relative standing and 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.

## 6. 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 assignment(s) 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."

## 7. CHANGE OF DAY OFF

When management concurs and all carriers involved agree, a trade of scheduled days off shall be allowed.

## 8. POSTING SCHEDULES

Management shall post duty schedules by the Wednesday prior to the next service week at a designated place.

## 9. REASSIGNMENTS AND POSTING

COPIES OF PERSONNEL CHANGES: (Names, posting, route change assignments, hiring, firing, deaths and retirement) and changes in policy affecting letter carriers will be furnished to the President of Branch 82, NALC, either by mail or provided digitally, and the Steward of record at the Troutdale Post Office.



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## CONCLUSION

This Memorandum of Understanding is entered into at the Troutdale Post Office 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.



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