

MEMORANDUM  
OF  
UNDERSTANDING

\* \* \* \* \*

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

\* \* \* \* \*

WEST LINN POST OFFICE  
UNITED STATES POSTAL SERVICE  
WEST LINN, OREGON 97068

\* \* \* \* \*

**SEPTEMBER 21, 2019 - MAY 20, 2023**

## TABLE OF CONTENTS

Preamble .....	1
Article 8 .....	1
Article 8.5.C.1 Overtime Desired Lists .....	1
Section 9 Wash-up Time .....	1
Article 10 Leave .....	1
Section 1 .....	1
Section 2 Request for Other Leave .....	3
Jury Duty .....	4
Ill While on Leave .....	4
Military Leave .....	4
Sick Leave .....	5
Article 11 .....	5
Section 6. Holiday List .....	5
Article 12 .....	6
Article 13 – Assignments of Ill or Injured .....	6
Section 1. Light Duty Assignments (Article 30, Section B.7 .....	6
A. Light Duty Assignments .....	6
B. Identification of Light-Duty Assignments .....	6
Article 14 – Safety and Health .....	6
Section 1 Guidelines for Curtailment or Termination of Postal Operations .....	6
Section 2 Unsafe Conditions .....	7
Section 3.A. Vehicle Safety Standards .....	7
Section 3.B Cleanliness of Vehicles .....	7
Section 3.C Assignment of Vehicles .....	7
Article 17 .....	7
Section 5 Labor/Management Meetings .....	7

Article 31 .....	8
Section 2 Policy Changes .....	8
Article 41 .....	8
Reassignment .....	8
Successful Bidder .....	9
Posting .....	9
Posting Vacant Assignments .....	9
Trading Days Off .....	10
Seniority .....	10

MEMORANDUM OF UNDERSTANDING WITH BRANCH 82, NALC  
AND  
USPS WEST LINN, OREGON

PREAMBLE

This Memorandum of Understanding is entered on the date of signature at West Linn, 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 agreement shall be effective beginning **September 21st, 2019**, and shall remain in full force and effect for the duration of the 2006-2011 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.

**ARTICLE 8**

ARTICLE 8.5.C.1 OVERTIME DESIRED LISTS

Overtime Desired Lists shall be by section. In the event an additional station becomes a reality, there shall be a separate overtime desired list for each station.

SECTION 9 WASH-UP TIME

1. Each carrier will be allowed actual time to wash-up after an employee performs dirty work or works with toxic materials.

**ARTICLE 10 LEAVE**

SECTION 1

- A. The leave year will be the 1st pay period in January through the first full week in December.
- B. Start of individual vacation periods will be 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 thru Sunday, for the weeks for which they signed.
- C. Management will notify employees on official bulletin boards of the date of the beginning of the new leave year during the month of October, of each year.
- D. Vacation trades for weekly increments will be allowed as long as no one in between the two carriers who wish to trade objects. Management and Stewards will be informed of all vacation trades. Vacation trades will be



MEMORANDUM OF UNDERSTANDING WITH BRANCH 82, NALC  
AND  
USPS WEST LINN, OREGON

posted on the bulletin board for ten days (or less if circumstances do not permit a 10-day posting). Signatures need not be required.

- E. All requests for emergency leave will be considered to the greatest degree. Such requests for leave will be presented in a timely matter if possible, stating the reason the leave is needed. Requests for emergency leave will normally be granted.

F. Length of Choice Vacation Period

1. The number of the total authorized carrier complement as of October 15th will be divided by ten (10) and then one will be added to that number. Numbers will be rounded down. The result is the number of slots across on the AL board for all weeks of the leave year, except the 2nd, 3rd and 4th full weeks of December will be limited to one (1) leave slot on the AL board.

$$\text{complement}/10 + 1 = \text{leave slots per week}$$

2. Prior to the beginning of each leave year sign-up period, management and steward will calculate the total number of weekly leave periods the carriers will earn during the upcoming leave year.
3. If empty slots remain, carriers may sign the leave board, after the 2nd sign up and before the start of the leave year, to plan the use of their accrued leave. The remaining slots will be voided with the following exception: to the greatest extent possible, at least one (1) weekly space will be left available. Unvoided slots will be available on a first-come, first served basis, provided a 3971 is properly submitted.

- G. Any carrier being released from duty to donate blood, will be granted two (2) hours of administrative leave.

- H. Vacation sign-up shall start no later than November 1st and, under normal circumstance, be completed prior to the start of the new leave year. All carriers will be contacted personally and in order of their seniority so that they may sign if they so desire.

After carriers receive notification from their supervisor or steward that it is their turn to sign for scheduled annual leave, they will have up to one full working day to make their selection. If an employee has not made their selection within this time period, except if they cannot be contacted, the next senior employee/s will be allowed to sign for their choice. The bypassed employee(s) will be allowed to sign after those employee/s who have been notified it is their turn have signed, but those junior employee/s

MEMORANDUM OF UNDERSTANDING WITH BRANCH 82, NALC  
AND  
USPS WEST LINN, OREGON

who signed up in the interim will not be required to relinquish the periods they have selected.

Carriers who earn 20 or 26 days annual leave per year shall be granted up to three weeks annual leave on the first sign-up. Carriers who earn 13 days annual leave per year shall be granted up to two weeks annual leave on the first sign-up.

During their first choice sign-up, letter carriers at their option may request, anywhere on the board, one or two selections during the choice vacation period in units of either one or two or three weeks, the total not to exceed two or three weeks in accordance with leave earned annually. 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 immediately after the first sign-up is finished, at which time each carrier, in order of seniority, may sign up for the remainder of their coming year earned annual leave. Based upon relative standing CCA carriers will be allowed to sign up for one (1) week at the conclusion of the second sign-up.

Following completion of both sign-up periods, the posting of the completed vacation sign-up chart will constitute official notice to each employee of their approved vacation schedule.

In the case of any two carriers wishing to sign for the same vacation period(s), the senior carrier may defer their bidding until the junior carrier's turn comes up, so they can bid the same vacation periods.

Carriers may withdraw from signed spaces for special reasons or to sign for vacated periods, providing that they do so in writing prior to the posting of the weekly work schedule, covering the week in question. Vacated periods will be posted upon notification, for ten (10) days, (or less if circumstances do not permit a 10-day posting) granted on a seniority basis beginning with those carriers junior in seniority to the carrier vacating the period. Vacated periods include those caused by resignation, retirement, changing crafts, death, promotion and etc...

If for special reasons, carriers inform management after the posting of the schedule in which the leave was to take effect, those vacated periods will be available for incidental leave. The vacated periods will not be posted.



MEMORANDUM OF UNDERSTANDING WITH BRANCH 82, NALC  
AND  
USPS WEST LINN, OREGON

SECTION 2

REQUEST FOR OTHER LEAVE

- A. A carrier who requests leave outside of vacation sign-up time, on a scheduled work day shall be granted a days A. L. at the option of the carrier, or the first available day thereafter. Provided however, they have submitted a properly executed 3971.

3971's submitted more than 30 days in advance of the requested date will be date-stamped and a copy returned to the carrier.

For 3971s submitted more than 30 days in advance carriers may request no more than two incidental leave days per service week.

When requesting incidental leave a carrier using annual leave shall be given precedence over a carrier using LWOP. This applies using the same 30 day timelines as the incidental leave provisions now within this LMOU.

For leave requests submitted less than thirty (30) days in advance, 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 PS Form 3971 will be date-stamped and a copy returned to the carrier. Any request for other annual leave, if granted, will be handled on a first come first served basis, provided carrier(s) has a PS Form 3971 date-stamped.

- B. The local union shall notify management prior to the first A. L. sign-up of any weekly leave necessary to fulfill their obligations to attend union activities. These weekly period(s) during the choice vacation period shall be reserved for this purpose and no carrier, other than the union official(s) shall be allowed to sign for this (these) A.L. periods.

JURY DUTY

Jury Duty (Article 30, section B.4) Any employee who is called for jury duty during their scheduled leave is eligible for another period during the available leave year.

ILL WHILE ON LEAVE

Carriers who become ill while on annual leave shall be allowed to change to sick leave and shall be eligible for another selection period as long as the period is vacant.

MEMORANDUM OF UNDERSTANDING WITH BRANCH 82, NALC  
AND  
USPS WEST LINN, OREGON

MILITARY LEAVE

Military personnel will make every effort to present their schedule of military duty to their Postmaster as soon as possible. Military Leave is not charged to any vacation period.

Employees will notify the Postmaster as soon as possible upon becoming aware of a change in their schedule for military duty.

After the vacation schedule has been posted, in the event that a slot is vacated by another employee or is currently vacant for the week in which military duty has been scheduled, the vacancy will not be posted. Should the military duty subsequently be rescheduled, the vacated slot will be posted in accordance to the bidding procedures in Article 10 Section 1.H. of this Local Memorandum of Understanding.

ARTICLE 10. SICK LEAVE

For sick leave which can be scheduled in advance, such as dental appointments, physical examinations, etc., notice shall be given to management as far in advance as possible, preferably before the schedule is posted.

**ARTICLE 11**

SECTION 6. HOLIDAY LIST

- A. Holiday Lists (Article 30, section B.13) A list will be posted for each holiday period so that carriers may indicate their desire to work on the holiday or the designated holiday.
- B. Employee Selection (Article 30, section B.13) In selecting employees to work on holiday periods, the following priorities will be followed:
  - 1. Part-time employees with flexible schedules, even if overtime is necessary.
  - 2. Full-time regular employees who have volunteered to work, by seniority.
  - 3. City Carrier Assistants (CCAs)



MEMORANDUM OF UNDERSTANDING WITH BRANCH 82, NALC  
AND  
USPS WEST LINN, OREGON

4. Full-time regular employees who have not volunteered to work, by rotating juniority.
5. Full-time regular employees who have not volunteered to work on their non-scheduled day. Selections shall be made by rotating juniority.

\* Rotating juniority list is to be kept by management for each leave year.

- C. No carrier shall be required to work the holiday or designated holiday in conjunction with signed for annual leave.

Carriers will not be ordered to work on their non-scheduled 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).

## **ARTICLE 12**

A section shall be defined as the installation of the West Linn Post Office. This definition of a section also applies for Article 41 purposes. If an additional station becomes a reality, this section will be renegotiated.

## **ARTICLE 13 - ASSIGNMENTS OF ILL OR INJURED**

### **SECTION 1. LIGHT DUTY ASSIGNMENTS (Article 30, Section B.7)**

#### **A. LIGHT DUTY ASSIGNMENTS**

The installation head 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 action does not work to the detriment of any other employee.

#### **B. IDENTIFICATION OF LIGHT-DUTY ASSIGNMENTS**

Light-duty assignments are defined as any available work identified by the Postmaster for which the employee is physically able to perform within the limitations set by their licensed Physician or Chiropractor.

MEMORANDUM OF UNDERSTANDING WITH BRANCH 82, NALC  
AND  
USPS WEST LINN, OREGON

**ARTICLE 14 - SAFETY and HEALTH**

**SECTION 1. GUIDELINES FOR CURTAILMENT OR TERMINATION OF  
POSTAL OPERATIONS**

- A. In the event of civil disorders and other emergencies, including any necessary response to hazardous materials, the Postmaster 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 steward and Branch 82 will be notified of their determination.
- B. Delivery of mail after dark is both inefficient and unsafe and will only be condoned in emergency situations.
- C. Since each carrier is responsible to management for the safe delivery of the mail, for safe driving and for any unsafe conduct on their part, each carrier will make all on the spot decisions regarding their safety and that of the mail or government property, and shall contact their supervisor immediately for instructions when mail delivery has been temporarily withheld.

**SECTION 2. UNSAFE CONDITIONS**

Carriers will report unsafe conditions to management. The report will be investigated the same day and the decision to withdraw delivery will be management's.

**SECTION 3.A. VEHICLE SAFETY STANDARDS**

No vehicle will be assigned to a carrier unless it can be reasonably expected to conform to recognized safety standards.

**SECTION 3.B. CLEANLINESS OF VEHICLES**

It is the employer's intent that vehicles be maintained in an acceptable state of cleanliness, including periodic washes.

**SECTION 3.C. ASSIGNMENT OF VEHICLES**

The employer will make a reasonable effort to assign the same vehicle to the same full-time route each day, if operational requirements permit. Management may interchange vehicles to equalize mileage and to reflect the mail volume for the various routes.

MEMORANDUM OF UNDERSTANDING WITH BRANCH 82, NALC  
AND  
USPS WEST LINN, OREGON

**ARTICLE 17**

**SECTION 5. LABOR/MANAGEMENT MEETINGS**

- A. Meetings: Meetings will be held periodically on a day and time mutually agreeable by management and the union, but no less than quarterly.
- B. Minutes: Minutes shall reflect verbal response(s) given. Initialing of minutes indicates concurrence that the response reflects verbal response; failure to initial indicates one (1) party does not believe written response reflects the verbal response.
- C. Agenda items will be exchanged two days prior to Labor- Management meetings. If neither party has agenda items, the meeting will be canceled.
- D. Items discussed in Labor/Management Meetings will be posted on the carrier bulletin board.

**ARTICLE 31**

**SECTION 2. POLICY CHANGES**

Copies of changes in policy affecting Letter Carriers will be furnished to the current steward of Branch 82, NALC.

**ARTICLE 41**

**ARTICLE 41. REASSIGNMENT**

- 1. 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 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.



MEMORANDUM OF UNDERSTANDING WITH BRANCH 82, NALC  
AND  
USPS WEST LINN, OREGON

ARTICLE 41. SUCCESSFUL BIDDER

In the event a regular-assigned carrier is requested to work on their non-scheduled work day, they shall be assigned to work their own route. The utility carrier shall be used to perform carrier work in their string of five (5) routes. If no work is available to the utility carrier in their string, they shall be used to perform other carrier work.

ARTICLE 41. POSTING

- A. All city delivery routes will be on rotating days off except under the following conditions: When there are one or two routes with no utility or T-6 assignment. The carriers have the option to bid a fixed day off of their choice. These days off will be awarded by seniority. In the event this award changes a utility or T-6 assignment, the assignment will be changed.

The fixed day will stay with the carrier in the event of a change of routes. No two carriers will have the same fixed day off.

- B. When there are three (3) routes without an assigned utility carrier or T-6, the routes will be returned to rotating days off, with Friday, Saturday and Monday as the rotating days off. When there are four (4) routes without an assigned utility carrier, Tuesday will be the fourth day for rotation.
- C. 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.
- D. When a carrier's route is changed 30% or more as a result of, but not limited to, route adjustments, highways, housing projects, the effected routes will be placed for bid subject to the bidding procedures of this agreement.
- E. When a major scheme change that calls for major route adjustments occurs, the matter of assignments or reassignments will be discussed at a special labor management meeting.

ARTICLE 41. POSTING VACANT ASSIGNMENTS

For Full-Time Reserve Carriers, Unassigned Full-Time Carriers, Part Time Flexible Carriers and City Carrier Assistants.

- A. Vacancies of five days duration or longer due to A. L., S.L., etc., will be posted on the Wednesday preceding the week in which the vacancy will be scheduled.

MEMORANDUM OF UNDERSTANDING WITH BRANCH 82, NALC  
AND  
USPS WEST LINN, OREGON

- B. Vacancy will be posted on official bulletin board and will remain posted until the applicable schedule is posted.
- C. Full-time reserve carriers, unassigned full-time carriers, part-time flexible carriers and City Carrier Assistants will sign their names next to the assignment they want to work.
- D. The assignment will be awarded on the basis of seniority and will be worked for the duration of the vacancy.
- E. Those carriers failing to exercise their preference and who have been arbitrarily assigned by management shall be able to exercise them on the next posting of vacant assignments.
- F. In the event that a vacancy of anticipated duration of (5) days or more can not be posted for the three (3) day period, supervision shall, upon notification of the vacancy, immediately ask for bids on that vacant assignment and shall award the assignment when vacant to the senior bidder.
- G. Copies of the notices shall be given to the designated union representative for that section.

ARTICLE 41. TRADING DAYS OFF

Carriers may temporarily trade days off provided PS Form 3189(s) are properly filled out and approved by the Union Steward and Postmaster or designee. The Utility carrier(s) will normally carry routes on their string except that utility carriers may agree to carry on other routes.

ARTICLE 41. SENIORITY

Carrier seniority shall be installation. In the event a new station becomes a reality, there shall be one combined seniority list for the West Linn Main Office and the Vista Ridge Station.

ARTICLE 41. BIDDING

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.



MEMORANDUM OF UNDERSTANDING WITH BRANCH 82, NALC  
AND  
USPS WEST LINN, OREGON

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. 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 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 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.

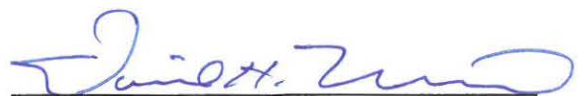
This Memorandum of Understanding is entered into between the representatives of the United States Postal Service and the designated agent of NALC Branch 82, pursuant to the Local Implementation Provisions of the 2019 National Agreement with the National Association of Letter Carriers.

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:



Michele Grigorioff  
Manager, Labor Relations  
For West Linn Post Office  
West Linn, Oregon



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