

# 2007-2011 Memorandum of Understanding

Between

**Branch No. 916, NALC**

And

**United States Postal Service**

**Eugene, Oregon**

## **Article 1 — Recognition**

### **Section 1.**

The agreements reached herein, through negotiations between Management and Branch No. 916, are entered into to supplement the negotiated 2007 National Agreement between the NALC and the USPS and constitutes a Memorandum of Understanding between Eugene, Oregon Post Office (herein called Management or Employer) and the following labor organization (herein called Union or Branch 916) on local personnel polices and practices and local terms and conditions during employment: National Association of Letter Carriers, AFL-CIO, Branch No. 916.

### **Section 2.**

Each time management invokes the emergency clause as stated in the National Agreement in Article 3, Section F, they shall verbally notify a Branch 916 officer or steward. Such verbal notification will be followed up in writing to the Branch President within 48 hours, and shall state the nature of such emergency and the reasons thereof.

### **Section 3.**

The Christmas season as such and in itself shall not be considered as an emergency condition. Emergency conditions arising therefrom shall be covered by Article 3.F.

## **Article 2 — Employee Classifications, Employment and Working Assignments, and Employee Complement**

### **Section 1.**

A copy of all Personnel Change notices will be provided to the Union with each issuance.

## **Article 3 — Hours of Work, Overtime, Holiday Pay and Work Schedules**

### **Section 1.**

Assignments covered six days a week shall have rotating days off on a six-week cycle.

### **Section 2.**

Assignments covered five days a week shall have fixed days off. When practical, the day off shall be Saturday.

### **Section 3.**

Mutual swapping of non-work days may be made providing both carriers have the same T-6 or a carrier may swap with his/her T-6. The immediate supervisor concerned must be notified by Form 3189 prior to swap, and will approve same unless such swap(s) would present substantial administrative or operational problems.

### **Section 4.**

Employees may swap days of assignment or assignments providing they mutually agree and the immediate supervisor concerned agrees.

**Section 5.**

Any auxiliary route to be inspected shall be carried by a carrier who shall have reasonable experience on that route.

**Section 6a.**

The employer will determine the number, categories and qualification of employees by delivery unit needed for holiday work. The employer will then make holiday work assignments from these qualified employees in the following order:

- A. Regular employee volunteers on their designated holiday by seniority;
- B. Part-time flexible and casual employees, even if overtime may be necessary;
- C. Regular employee volunteers on their regularly scheduled non-workday;
- D. Regular employee non-volunteers on their designated holiday by juniority;
- E. Regular employee non-volunteers on their regularly scheduled non-workday by juniority.

**Section 6b.**

A. Regular carriers will not be mandated to work on their holiday, or designated holiday, until all PTFs in the city have been scheduled to work eleven and a half (11½) hours on that day.

B. No additional "holiday volunteers" will be accepted once the holiday schedule is posted. Once the holiday schedule is posted, changes to the schedule will be based on Article 8.

C. The "Letter Carrier Paragraph" does not apply on the holiday. Prior to working any non-ODL Carrier overtime, either on or off their regular assignment, all ODL Carriers must be worked to twelve (12) hours, and all PTFs must be worked to eleven and a half (11½) hours.

**Section 7.**

The overtime desired list, as mentioned in Article 8, Section 5 of the National Agreement, shall be by section, as defined in Article 5, Section 3, of the local Memorandum of Understanding.

**Section 8.**

If a letter carrier is required to handle dirty, toxic or caustic material during the course of his official duties, he/she will be allowed reasonable wash-up time.

**Article 4 — Leave****Section 1.**

All annual leave shall be bid by installation seniority. During the sign-up period annual leave shall be granted in weekly units of no less than 5 days starting on Monday.

**Section 2.**

The choice vacation period shall consist of the first full week of May and continue through the last week in November each year.

**Section 3.**

The number of employees to be allowed to sign for annual leave each week as per Article 30, Section B.9 of the National Agreement, is as follows:

- A. The beginning of the leave year through the last week prior to the first full week of May; (18)
- B. The first full week of May to the beginning of summer vacation of the 4J, Bethel, and Springfield School Districts; (18)

- C. During the first full week of summer vacation period of the 4J, Bethel, and Springfield School Districts through the last full week: (21)
- D. The first week after the summer vacation period of the 4J, Bethel, and Springfield School Districts through the last week of November; (18)
- E. The month of December; (5) An increase or decrease in the number of weeks to be allowed for annual leave sign-up during the choice vacation period as per Article 10, Section 3, National Agreement, will be equally distributed in full weeks through the entire period. The choice vacation period shall be readily identifiable on the vacation sign-up sheets.

#### **Section 4.**

Carriers by seniority will begin signing for their vacation periods the first full week in December. The first and second sign-up opportunities will be completed by the last Monday prior to the leave year. The carrier complement shall be broken down into units of twenty (20) by seniority. The sign-up shall be in units of two each day with the first unit to start at 5:00 P.M. until 5:30 P.M. and the second unit to start at 5:30 P.M. until 6:00 P.M.. There shall be one day between each assigned day for carriers to check the list. Management will make every reasonable effort to see all carriers will get off work in time to bid at their assigned sign-up time periods. At the time to sign for vacation, each carrier by seniority shall be allowed to sign-up subject to the following restrictions:

- A. Carriers during the first sign-up may sign for no more leave than they will earn within this leave year, but may only sign for the limits in Article 10, Section 3.D. 1 and 2, during the choice period.
- B. Signed proxies will be accepted.
- C. Telephone calls will not be accepted.
- D. No carrier may bid ahead of a senior carrier unless that carrier fails to sign by the end of the allotted time for his/her unit or there are enough spaces available that the senior carrier will not be deprived of his/her vacation choice.
- E. Those carriers not appearing at the specified time may bid as soon as possible but they may not bump.
- F. Employees shall have the right to sign non-consecutive periods of annual leave should they so desire.

#### **Section 5.**

The second sign-up will begin as soon as the first sign-up has been completed. The second sign-up shall also be by seniority. During this sign-up the carrier may sign for up to as much annual leave as they have accrued or will expect to accrue by the leave period.

#### **Section 6.**

All annual leave not bid on the first or second sign-up shall be granted on the basis of first-come- first- served until 20 days prior to individual vacant week. Care should be exercised to assure no carrier will be required to forfeit any part of his/her accrued annual leave. It is the responsibility of the carrier during the annual leave sign-up periods to schedule sufficient annual leave so he/she does not carry over more leave than the maximum amount allowed by the Employee and Labor Relations Manual. Also, carriers should not sign-up for more leave than they have accrued or have been credited with or can reasonably expect to accrue prior to the start of the leave period. Spaces within the 20-day period shall not be available for signing.

**Section 7.**

Management's designee shall notify each station of the number of spaces filled each day and which ones. Each station will make the necessary corrections on the annual leave sign-up sheet(s) and post the sheets upon arrival the next day.

**Section 8.**

The carriers' selection of annual leave shall constitute his/her official notice of the vacation period approved for him or her.

**Section 9.**

Swapping of periods of annual leave shall be allowed only if all carriers between the two parties agree to it. The Carriers making the trade must submit completed 3971s for all weeks involved to the local Branch 916 Steward before scheduling for the first week involved. Attached to the 3971s must be a list of signatures from all Carriers between the two in seniority. The signatures will signify agreement to the trade. Upon review and verification of compliance, the Steward will submit the paperwork for approval. Any carrier swapping periods of annual leave shall not later vacate such leave.

**Section 10.**

A. Carriers must give written notice, no later than 18 days prior to the first Monday of the scheduled leave period, of their intent to vacate the period. Such vacated periods will be posted for bid by seniority for no more than 10 days. Carriers who have previously been awarded vacated leave shall be considered junior to any carrier who has not been awarded vacated leave. No carrier may be awarded more than one period of 5 days annual leave because of bidding vacated leave unless all other carriers pass it by.

B. If carriers do not provide written notice of 18 days or more of their intent to vacate leave, they will be obligated to take the leave for which they signed. In unusual circumstances (lack of sufficient leave to cover the period will not be considered an unusual circumstance), a carrier may, by giving written notice with the Union concurrence, vacate a period of leave in less than 18 days. Such weeks shall not be posted for bid.

**Section 11.**

Carriers may request extended periods of annual leave for exceptional circumstances and for which they have been unable to secure by the signing or bidding process. Management may grant said leave, providing no other carrier is denied his/her regular vacation period(s) and is not a request that has been approved the year before.

**Section 12.**

The Union shall notify management prior to the initial sign-up period of the number of carrier delegates to attend the State and National Convention and the weeks of the Conventions. Spaces shall be reserved for the number of delegates so designated. The leave for three delegates to the National Convention will not be charged to the choice vacation period.

**Section 13.**

All requests for emergency leave shall be given careful consideration and granted to the extent practicable.

**Section 14.**

Whether jury duty or military leave shall be charged to the individuals choice vacation period shall be at the option of the carrier.

### **Section 15.**

A meeting between the Union and Management will be scheduled during the first week in November prior to each leave year in order to mutually determine the allocation of spaces for the leave year.

### **Section 16.**

Any problems arising under the annual leave program not mentioned in the sections above shall be resolved through mutual agreement between Branch 916 and Management of the Eugene Post Office.

## **Article 5 — Seniority and Reassignment**

### **Section 1.**

An updated roster listing all carriers in order of seniority in the installation shall be posted in every station every six months.

### **Section 2.**

All full time reserve letter carriers and any full time unassigned letter carriers shall have priority over part-time regular carriers for the purpose of filling day to day assignments.

### **Section 3.**

Reassignment as mentioned in Article 12, Section 4, and Appendix A of the National Agreement, shall also be governed by the following:

Each carrier location shall compose a section when it is proposed to reassign, within an installation, employees excess to the needs of a section.

## **Article 6 — Assignment of Ill or Injured Full Time and Part Time Regular Employees**

### **Section 1.**

Any work within the letter carrier craft that a medical doctor determines will not adversely affect an individual letter carrier shall be considered light duty for that individual.

## **Article 7 — Safety and Health**

### **Section 1.**

A joint Labor-Management Safety & Health Committee shall be established as provided for in Article 14 of the National Agreement. The President of Branch 916, or his/her designee, shall serve as a committee member. Branch 916 and the Employer endorse and actively support the rules and regulations for promoting safety and health.

### **Section 2.**

- A.** Carriers will not be required to operate equipment considered to be in an unsafe condition. This factor to be determined by the carrier and the immediate supervisor. Disagreement at this point to be resolved between section steward and next level of management. If the unsafe condition involves a modification to the vehicle, such information will be forwarded to the Safety & Health Committee for further action.
- B.** Carriers are responsible for reporting unsafe vehicles by filling out repair tags #4565. This tag must be presented to the supervisor in charge immediately.
- C.** Upon completion of inspection or repairs by a mechanic, the repairs made or services rendered will be noted on tag #4565, or, failing to do this, a note of explanation will be attached. Notification will be relayed to the carrier.

### **Section 3.**

Accepted procedures for emergency medical treatment shall be posted in all stations where carriers are employed.

#### **Section 4.**

A letter carriers' safety shall supersede any other consideration. No letter carrier shall be required to enter any premises or perform any duty which he/she sincerely believes might result in bodily harm. If Management feels that individual cases are abusing this practice, they may take action deemed necessary.

### **Article 8 — Representation**

#### **Section 1.**

Labor/Management meetings shall be held on the third Wednesday of each calendar quarter at 5:00 P.M. at a location decided at the previous meeting. That location will be posted by the union in all stations. An agenda of items for discussion shall be exchanged no later than 7 days prior to the meeting. Such agenda shall not preclude either party from discussing other matters by mutual consent.

#### **Section 2.**

Minutes of Labor/Management meetings may be kept by both parties if desired. Management will forward a copy of their minutes to the Union for concurrence. In the event of disagreement on the substantive contents of the minutes, the parties shall meet informally to attempt resolution of same. Once such resolution is reached, or in the event no objection is made in writing within 10 days of the receipt of the minutes, the minutes will be considered as the official minutes of the meeting. Agreements reached in Labor/Management meetings shall not be changed without prior notification and consultation between the parties.

#### **Section 3.**

Either party may cancel a meeting within one workday's notice or call a special meeting within three workday's notice.

#### **Section 4.**

The meetings shall be open to observation by interested Eugene carriers and Management personnel.

#### **Section 5.**

Branch 916 will be consulted prior to the designation of employees to all local committees concerning the letter carrier craft. Committee members shall be selected by the President of Branch 916 unless regulations provide otherwise.

#### **Section 6.**

All subjects affecting the letter carrier craft and within Management's authority may be discussed at Labor/ Management meetings.

### **Article 9 — Parking**

When the number of available employees' parking spaces is determined, they shall be assigned at each location by seniority.

### **Article 10 — Posting**

#### **Section 1.**

Vacant assignments shall be posted in accordance with the National Agreement, Article 41, Section I.A.I. Bidding for vacant assignments will be open to all carriers in the installation. Seniority will be the determining factor in determining successful applicant.

#### **Section 2.**

Multiple choice in order of preference may be made when more than one route or assignment of period of vacated leave is open for bid.

### **Section 3.**

Written bids must be submitted prior to 1600 on the day before the bids close. Computer and phone bidding closes at midnight of the day of closing. Identification of the senior bidder for each route will be made available to the Union (President or Designee) prior to 1500 on the day of closing. Bids may be withdrawn in writing only and must be placed in the bid box prior to closing of the bid.

### **Section 4.**

The senior applicant for a vacant assignment shall be placed in the new assignment within 15 days of the closing of bids, unless on leave, except that during the month of December he/she shall be placed in the new assignment on the **second Saturday** in January.

### **Section 5.**

Reserve assignment vacancies are to be posted and bid in the same manner as any other carrier position.

### **Section 6.**

A copy of all posted bid notices affecting the letter carrier craft shall be sent to the Branch President.

### **Section 7.**

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.

### **Section 8.**

At the option of the employee affected, an assignment shall be reposted when the possible deliveries served is changed by 20 percent or when the method of delivery is changed. Management shall be notified in writing by the carrier affected.

### **Section 9. Opting Procedures**

Reserve full-time letter carriers, full-time flexible letter carriers, and unassigned full-time letter carriers may exercise the option to serve on available full-time regular assignments of five (5) or more days. In the event that a FTF does not opt in their home unit, the FTF may be assigned to another unit as needed. Management will make reasonable efforts to post for opting all available vacant full-time regular assignments of five (5) days or more, with the exception of those on the vacation list, at each delivery unit.

### **Section 10.**

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, highway 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.

## **Article 11 — Vending Committee**

The vending committee shall continue as previously established.

## **Article 12 — Official Conferences**

### **Section 1.**

Any carrier summoned to a conference concerning his route or service thereon, mail or customer, shall be on official time.

### **Section 2.**

Any carrier summoned to a conference for reasons concerning his own welfare and benefit shall be given up to five (5) working days or arrange for an appointment to said conference

on his own time, except in an emergency.

## **Article 13 — Duration**

### **Section 1.**

It is agreed that this Memorandum of Understanding shall be in effect upon signing and shall remain in effect until the expiration of the National Agreement.

### **Section 2.**

Any dispute between the parties to this Memorandum of Understanding as to its interpretation shall be resolved at a Labor-Management meeting between Branch 916 and Management.



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