

**2007-2011 Memorandum of Understanding**  
**Between**  
**Branch No. 916, NALC**  
**And**  
**United States Postal Service**  
**Springfield, Oregon**

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 constitute a Memorandum of Understanding between Springfield, Oregon Post Office (herein called Management or Employer) and the following labor organization (herein called Union or Branch 916) on local personnel policies and practices and local terms and conditions during employment: National Association of Letter Carriers, AFL-CIO, Branch No. 916.

**Article 1 — Recognition**

This agreement called the "Memorandum of Understanding" and such other agreements entered into to supplement or amend this agreement, represents and constitutes an agreement between the Springfield Post Office, United States Postal Service, and Branch 916, National Association of Letter Carriers AFL-CIO on personnel policies, practices and working conditions.

When the word "President" is used in this agreement, it may be interpreted as "President or His Designee."

**Article 2 — Work Schedules and Hours of Work**

**Section 1.**

All regular carriers will be on a rotating non-schedule work day basis.

**Section 2.**

Carriers may trade, with supervisors approval, non-scheduled days with another carrier within his own swing. Supervisor and T-6 shall be notified in writing in advance of such trade. Trade must be within the same work week.

**Section 3.**

When a carrier determines that he or she cannot case and deliver all mail available by the established cut-off time in eight (8) hours, the carrier will fill out form 3996 and either hand it to a supervisor or place it in a specific place provided by management. The supervisor will immediately notify the carrier whether overtime, auxiliary assistance or mail will be curtailed. When the supervisor's decision is to curtail mail, the carrier will be given form 1571 to be completed by the carrier and given to management.

**Section 4.**

A full time regular carrier called in to work on a non-scheduled work day must be given his or her full time duty assignment even though the assignment is usually worked by a T-6 or utility carrier on the full time carrier's non-scheduled day. A carrier may volunteer to work another assignment.

## **Article 3 — Posting**

### **Section 1.**

In instances where more than one (1) vacant assignment is posted, a Letter Carrier may bid for as many assignments as posted, stating on each bid choice by number.

### **Section 2.**

Letter Carriers applying for posted assignments shall make a sealed bid in writing to the Postmaster during the period for which the notice is posted. Any employee wishing to bid on a vacant assignment while on leave must leave a self-addressed stamped envelope for notification, together with his telephone number.

### **Section 3.**

Opening of bids for new assignments shall be witnessed by the President or his designee of Branch 916 NALC.

### **Section 4.**

All full time carrier assignments, including T-6 assignments shall be posted seven (7) calendar days, unless the accelerated bid procedure is used. The accelerated bid procedure shall be used only by mutual consent of both Union and Management.

### **Section 5.**

The successful bidder shall not have retreat rights to his prior assignment.

### **Section 6.**

A copy of any notices posted affecting the Letter Carrier craft shall be sent to the President of Branch 916 at his request.

### **Section 7.**

Notice inviting bids for the position of "Full Time Reserve Letter Carriers" shall contain the following:

- A. Full Time Reserve Letter Carriers shall have a rotating non-scheduled work day.
- B. Upon selecting by seniority on available duty assignments of five (5) days duration or longer, the Full Time Reserve Letter Carrier shall assume the starting time and non-scheduled day of the assignment so selected.
- C. A Full Time Reserve Letter Carrier who does not opt a route of five (5) days duration or more may be assigned a route for a duration of five (5) days or longer. The Full Time Reserve Letter Carrier shall assume the starting time and non-scheduled day of the route so assigned.

### **Section 8.**

Notice inviting bids shall be posted on Installation wide basis.

### **Section 9.**

Letter carrier assignments shall not be posted when there is a change of one (1) hour or more in starting time.

## **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 4 — Representation, Organization's Rights, Communications**

### **Section 1.**

Officers of Branch 916 shall be afforded prompt, proper and due recognition by all supervisory personnel and management officials, in carrying out their duties, responsibilities and obligations under this Memorandum of Understanding and the National Working Agreement.

### **Section 2.**

Labor/Management meetings shall be held on the last Thursday of each month. Meeting date may be changed or cancelled by mutual agreement of both parties.

### **Section 3.**

Special meetings may be held any time either party requests it by giving 24 hours notice before such meeting.

### **Section 4.**

Minutes of Labor/Management meetings shall be kept by both parties and copies shall be exchanged and initialed by the parties for verification. Management will furnish the President of Branch 916 with four (4) copies of managements disposition on all agenda items at Labor/Management meetings within five (5) calendar days of such meetings.

### **Section 5.**

Agenda items for Labor/Management meetings shall be exchanged by the President of Branch 916 (or his designee) and the Postmaster (or his designee) at least 24 hours before the scheduled meeting. By mutual consent Labor/Management meetings may be open for discussion without an agenda in writing.

## **Article 5 — Bulletin Boards**

### **Section 1.**

Two (2) bulletin boards will be furnished by Management for Letter Carriers of Branch 916. One in the swing room and one on the work room floor.

## **Article 6 — Parking**

### **Section 1.**

Parking spaces in excess of the Postal Service needs shall be assigned by percentage, 81% Carriers, 19% Clerks, in accordance with the number of employees in the craft to the total complement of the Post Office.

## **Article 7 — Schedule for Wearing of Uniforms**

### **Section 1.**

During the months of January through December either summer or winter apparel may be worn by the letter carriers.

### **Section 2.**

When summer dress is worn no garments such as long sleeve underwear, coat liners, or any other apparel that would protrude from the uniform may be worn.

### **Section 3.**

When either summer or winter uniform is worn, a tie will not be required in office work. Wearing of uniform shall conform to postal regulations.

## **Article 8 — Light-duty Assignments**

### **Section 1.**

Within the carrier craft, the following shall be considered light-duty:

- A. Marking up forwards
- B. Labeling cases
- C. Rewriting removal books
- D. Collections
- E. Rewriting and repairing carrier route books
- F. Performing services on auxiliary mounted routes which the ill or injured employee may be able to perform
- G. Normal duties which the ill or injured employee may be able to perform.

## **Article 9 — Annual Leave**

### **Section 1.**

All bidding for assignments of regular annual leave of one (1) full week or more shall be on the basis of seniority, except that delegates to the NALC State or National Conventions shall be assigned in that period on which said convention is held.

### **Section 2.**

All regular assigned periods of one (1) week or more of annual leave shall be on a Monday through Saturday basis with no breaks.

### **Section 3.**

Leave for military duty, jury duty, and for delegates to seminars and conventions shall not be considered as part of the carriers regular scheduled annual leave.

### **Section 4.**

Emergency leave will be granted priority to the greatest extent possible.

### **Section 5.**

The choice period shall begin the third week of April and continue for a period of six (26) consecutive weeks plus the week of Spring Break.

### **Section 6.**

The number of carriers on leave each week during the choice period shall be computed so that all carriers will be given the opportunity to bid their full time allowed in the choice period according to Article 10, Section D, 1 and 2 of the National Agreement.

**Section 7.**

Bidding shall begin for annual leave no later than November 15th and shall be completed no later than when the new leave year begins.

**Section 8.**

A leave roster book will be passed among the carriers to choose their rounds of annual leave.

**Section 9.**

During the first round of bidding by seniority, carriers will be granted a maximum of three (3) weeks leave anywhere in the leave year. Carriers shall be allowed to select available leave in units of:

1. Three separate weeks,
2. Three consecutive weeks,
3. Two weeks in combination and one week separate.

The first round of bidding shall be color coded.

**Section 10.**

After the first round of bidding has been completed a second round shall be held, by seniority. If any leave time is left a third round will be held. After all bidding is completed a leave roster will be posted on the carriers workroom bulletin board. This roster will constitute carriers approved annual leave.

**Section 11.**

During the second round of bidding by seniority, carriers may select a maximum of two (2) weeks annual leave either on a split basis or consecutive basis with no restrictions. This must be in one (1) full week or more. Any time remaining after the end of the first and second round will be available for a third round, by seniority in one (1) full week or more.

**Section 11.1**

All unbid weeks on the approved annual leave roster:

1. Shall be available for bid until fourteen (14) days prior to the first Monday of the scheduled leave period.
2. Shall be awarded to the senior bidder.

No leave, or any portion thereof, awarded in accordance with Article 9 Section 11.1 shall be vacated or traded.

**Section 12.**

Periods of annual leave may be traded in increments of one (1) or more full weeks and/or increments of one (1) or more full days subject to the following rules:

- A. The requesting parties must notify Management at least fourteen (14) days in advance of the scheduled annual leave, and
- B. Proper scheduling can be made without incurring the payment of overtime wage.
- C. Management will furnish the President of Branch 916 (or his designee) a copy of requests of annual leave trading when such request is made.

**Section 13.**

Carriers may vacate approved annual leave periods of one (1) full week with the following:

**Section 13.1**

To vacate approved annual leave periods of one (1) full week or more, Carriers must give written notice no later than fourteen (14) days prior to the first Monday of the scheduled leave period of their intent to vacate the leave. Such vacated leave periods shall be posted for bid for no more than five (5) days. A copy of the Carrier's notification of vacated leave shall be given to the president of Branch 916 or his/her designee. Such vacated leave periods shall be awarded in accordance with the following:

1. Such vacated leave periods shall be awarded to the senior Carrier that bids on the full period of vacated leave with preference over any Carrier that only bids on individual days of the vacated leave period.
2. In the event there are no bids for the full period of vacated leave, all individual days of the leave period shall be awarded to the senior bidder for each individual day.

No leave, or any portion thereof, awarded in accordance with Section 9 Article 13.1 shall be vacated or traded.

**Section 13.2**

To vacate individual days of approved annual leave periods of one (1) full week or more, Carriers must give written notice, no later than fourteen (14) days prior to the first Monday of the scheduled leave, of their intent to vacate such leave. Such vacated leave periods shall be posted for bid for no more than five (5) days. A copy of the Carrier's notification of vacated leave shall be given to the President of Branch 916 or his/her designee. Such vacated leave periods shall be awarded in accordance with the following:

1. All vacated individual days of the leave period shall be awarded to the senior bidder for each individual day.

No leave, or any portion thereof, awarded in accordance with Section 9 Article 13.2 shall be vacated or traded.

**Section 13.3**

If Carriers do not provide written notice of fourteen (14) 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 Union concurrence, vacate a period of leave in less than fourteen (14) days. Such leave may not be posted for bid.

**Section 14.**

- A. Requests for annual leave outside of the vacation schedule may be submitted no more than thirty (30) days prior to the starting date of the leave.
- B. Such requests shall be submitted on a PS Form 3971 in duplicate. Each PS Form 3971 that is submitted shall be date stamped by the receiving Supervisor. One (1) copy of the date stamped PS Form 3971 shall be returned to the Letter Carrier submitting the request and one (1) copy shall be retained by the receiving Supervisor.

- C. Supervisors doing the weekly schedule shall jointly review all citywide advance requests for annual leave and shall notify the employee(s) of the approval or disapproval of the request no later than Wednesday of the service week prior to the service week during which the leave is to take place.
- D. Requests for annual leave that are submitted at least one (1) day in advance of the start date of the requested leave period shall be approved on a first-come, first-served basis. If more than one request is submitted on the same day for the same period then the leave shall be approved based on seniority. Seniority shall be determined based on the ranking of those employees on the Springfield citywide letter carrier seniority list.
- E. Subsequent to the posting of the weekly schedule requested annual leave of one (1) full day or more in the current service week may be granted on a station basis subject to service conditions in that station provided that no advance requests for that same period were previously denied in accordance with paragraph number three (3) of these provisions. Previously denied advanced leave requests shall be given priority consideration for available leave for the period requested based on "first-come, first served" however the employee(s) must have a date stamped 3971 showing proof of receipt. If more than one request is submitted on the same day for the same period it shall be approved in accordance with paragraph number four (4) of these provisions.
- F. Subsequent to the posting of the weekly schedule same day requests for annual leave of less than one (1) full day shall be approved on a station basis subject to service conditions in that station. Such requests shall be approved by seniority ranking in accordance with paragraph number four (4) of these provisions.

#### **Section 15.**

- A. The choice period (Prime Time) will have six (6) time slots available.
- B. Non-prime time will have four (4) time slots available except the month of December.
- C. The entire month of December will have one (1) time slot available.

#### **Section 16.**

When bidding on vacated annual leave periods, carrier must have sufficient leave to cover all annual leave being bid on or, the successful bidder must give up sufficient amount of leave already awarded to cover amount of vacated leave being awarded. Leave given up to cover vacated annual leave being awarded must be fourteen (14) days or more from date of awarded annual leave to allow posting of new vacated annual leave.

### **Article 10 — Holiday Work**

#### **Section 1.**

Management will select letter carriers to work holidays in the following order:

1. TEs
2. Part-time flexibles
3. Full time regulars who volunteer to work on their holiday or day designated as their holiday by seniority.
4. Full time regulars volunteer to work on their non-scheduled day, by seniority.
5. Full time regulars who did not volunteer on what would otherwise be their holiday or designated as their holiday by inverse seniority.
6. All other non-volunteer full time regulars by inverse seniority.

**Section 2.**

If after the posting period, a need develops for additional employees, employees will be selected according to the same order as above.

**Article 11 — Duration**

This memorandum of understanding shall continue in full force and effect for the duration of the 1998 National Agreement; however, it shall be extended to the close of any period of local negotiations or terminate as determined by the parties to the National Agreement.



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