

MEMORANDUM  
OF  
UNDERSTANDING

\* \* \* \* \*

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

\* \* \* \* \*

FOREST GROVE POST OFFICE  
UNITED STATES POSTAL SERVICE  
FOREST GROVE, OREGON 97116

\* \* \* \* \*

SEPTEMBER 2, 2019 – MAY 20, 2023

**Memorandum of Understanding with Branch 82, NALC  
and  
USPS Forest Grove, OREGON**

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**PREAMBLE**

This Memorandum of Understanding is entered on the date of signature at Forest Grove 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 21, 2019**, and shall remain in full force and effect for the duration of the **2019-2023** National Agreement, including 12:00 midnight **May 20, 2023** or until further time as directed by the National Parties of the United States Postal Service and the Letter Carrier Craft.

**ARTICLE 8: HOURS OF WORK**

Section A: Scheduled Days Off

1. The work week for regular carriers at the Forest Grove Post Office shall consist of five rotating work days, a fixed nonscheduled day-off Sunday, and one rotating nonscheduled day.
2. When a parcel post, collection, router or any full-time assignment which includes a combination of various other carrier duties is established, a subsection to this article relating to the scheduled days-off of the positions will be negotiated by the parties to this agreement prior to implementation.
3. Fixed days off for individual regular assignments (for example, business routes) may be established, if mutually agreed upon by the Forest Grove Postmaster and NALC President. No two carriers will have the same fixed days off.

In the event this action may change a Carrier Technician assignment, the assignment will be changed. If a Carrier Technician assignment can be made from among those routes with fixed days-off, the routes will be returned to rotating days-off.

Section B: Wash-up Time

Employees shall be guaranteed reasonable wash-up time after performing dirty work.

**ARTICLE 10: LEAVE**

Section 1: Local Leave Program

A. Programming Leave

Vacations will be programmed starting with the first complete pay period of the new leave year, through the last complete pay period of the leave year.



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**B. Choice Vacation Period**

The Choice vacation Period shall be the entire leave year. There shall be two (2) carriers allowed off on annual leave during the Choice Vacation Period except for the four (4) full weeks of December when there shall be one (1). When the number of leave weeks earned by the city carrier force for the leave year equals seventy (70) weeks or more, there shall be three (3) carriers allowed off during the weeks of June thru August.

**C. 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.

**D. Starting Day of Annual Leave**

Vacation week periods will be Monday through Sunday. Carriers return from vacation on their next regularly scheduled work day following Sunday.

**E. Application and Seniority**

The sign-up for annual leave will be by weekly increments based upon seniority as established in the Forest Grove roster. Seniority principles will prevail in the sign-up for vacation.

On the second sign-up, carriers may select their remaining earned weeks. The weekly increments may be selected anywhere remaining available on the leave board. Carriers will sign up in order of office seniority.

**F. Manner of Signing**

The leave sign-up consists of 3 rounds. Each round will be conducted in seniority/relative standing order. Employees may request leave in weekly increments for any available weeks remaining in the vacation period within the limitations noted below:

Round 1-The maximum number of days allowed and the selection of week will be to the National Agreement 10.3.C in one (1) continuous block. Based upon relative standing, CCA carriers will be allowed to sign up for one (1) week anywhere on the board, if available at the conclusion of the first sign-up. Such request is contingent upon the CCA having a sufficient leave balance when the leave is taken.

Round 2-The maximum number of weekly increments allowed will be limited to the remaining leave earned per year. Based upon relative standing, CCA carriers will be allowed to sign up for one (1) week anywhere on the board, if available at the conclusion of the second sign-up. Such request is contingent upon the CCA having a sufficient leave balance when the leave is taken.

Round 3-The maximum number of weekly increments allowed will be limited to the weekly increments the employee will carry over from the current leave year.

During their first choice sign-up regular letter carriers at their option may request, anywhere on the board, once selection in units of either one or two or three weeks, the total not to exceed two or three week in accordance with leave earned annually. During the first opportunity to sign, selections cannot be

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for less than one week. Part-time employees with flexible schedule may sign in the order of their seniority as their name is reached on the first sign-up. After the first sign-up, a second sign-up will be held at which time each carrier may sign for his remaining vacation allotment. Splitting weekly periods will be allowed.

**G. Time Limitations**

After an employee receives notification from their supervisor or steward that it is their turn to sign for scheduled leave, they will have up to 48 hours 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 bypassed 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.

**H. Posting of the Completed Sign-up**

Posting of the completed vacation sign-up chart shall constitute official notice to each employee of the approved vacation schedule. Employees will complete 3971s at that time.

CCA carriers will be scheduled off for all days, Monday thru Sunday, for the weeks for which they signed.

**I. Withdrawing from Selected Periods**

Carriers may withdraw from part or all of signed-for spaces by completing a new Form 3971. The vacated period will then be posted for ten (10) days, or less if circumstances do not permit a ten day posting. Vacated periods include those caused by resignation, retirement, changing crafts, death, promotion.

Leave requests in the posted vacancy period will be granted on a seniority or relative standing basis, beginning with the employee immediately junior to the employee vacating the annual leave. Changes in opts are permitted and will be mutually scheduled.

**J. Trades**

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

**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 of local management's decision as soon as possible.



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**L. Application for Other Leave**

After all employees have had their opportunity to schedule their vacation for the following year, any alternate or additional leave needs of the employees shall be subject to the following procedures: At any time during the leave year an employee may exchange any scheduled full leave week for a vacant slot remaining on the leave board.

Employees may sign on a first come, first serve basis for any full weeks remaining on the vacation schedule. Leave requests will be granted on a seniority basis. Carriers will submit a Form 3971 for the week(s) requested. Management will sign indicating receipt of the application for leave at the time it is submitted and return a copy to the employee. By the end of the second business day following application upon confirmation of the employee's annual leave balance, management will add the employee's name to the posted annual leave chart constituting approval of the request or notify the employee that they have insufficient leave available for the time requested along with the annual leave already granted. Same day requests shall be granted on a seniority basis. Partial weeks are not allowed under this section. Other leave requests with a duration less than one week shall be covered under incidental.

**M. Jury Duty**

Employees called for jury duty during their vacation period shall be allowed to select another comparable period of annual leave where the agreed to number of slots are not yet filled.

**N. Incidental Leave**

Carriers requesting incidental annual leave outside the AL sign-up will submit a Form 3971 not more than thirty (30) days in advance prior to the beginning date(s) requested. Management will sign indicating receipt of the application for leave at the time it is submitted, return a copy to the employee, and will reply indicating approval or disapproval by the Wednesday prior to the service week in which the leave is requested unless a Holiday Schedule requires a Tuesday notification.

Such leave will be granted, subject to the needs of the service, 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.

Preference will be given to an employee using AL over LWOP. Seniority prevails when the type of leave is the same. Every reasonable effort will be made by management to facilitate such advance planning.

**O. Union Leave**

1. Union Activity: It is recognized by both parties that for an employee organization to function properly, it is imperative that officers, stewards, attend their union activities. Therefore management shall give utmost consideration to such request upon the submitting of a proper 3971, in order that they may attend such activities.

2. Convention Leave: The NALC will notify management prior to November 1, when possible, of the National Convention and State Convention so that these periods may be blocked off on the vacation schedule if delegates from Forest Grove will be attending.

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**P. Overtime in Conjunction with Leave**

Employees, including employees on the Overtime Desired List (ODL) who have scheduled annual leave, including incidental annual leave, immediately preceding or following non-scheduled days will not be required to work overtime on the non-scheduled days 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. However, employees on the ODL, if they desire, may advise their supervisor in writing of their availability to work on a non-scheduled day that is in conjunction with approved annual leave. (See JCAM 8-12)

**ARTICLE 11: HOLIDAY WORK SCHEDULE**

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.

B. The following priorities will be followed when selecting employees to work on holidays or their designated holidays:

1. Part-time Flexible (PTFs) employees, even if overtime is necessary.
  2. Full-time regular employees who have volunteered to work on their holiday or designated holiday, by seniority.
  3. City Carrier Assistants (CCAs)
  4. All other volunteers, by seniority.
  5. All others who have not volunteered to work their holiday, by juniority, on a rotating basis.
  6. All others who have not volunteered to work their day-off, by juniority, on a rotating basis.
- The rotation period is the leave year.

**ARTICLE 12 PRINCIPLES OF SENIORITY, POSTING AND REASSIGNMENTS**

**Sections**

- a. The Forest Grove Post Office is now defined as one section.
- b. In the event that an additional delivery unit is created in the Forest Grove Post Office, the definition of Section under Article 12 will be renegotiated.
- c. The physical move of the Forest Grove Post Office will reopen this LMIU for negotiations to conform to new circumstances.

**ARTICLE 13: LIGHT DUTY ASSIGNMENTS**

The installation head or designee shall give careful attention to requests for light duty and will make every attempt to make adjustments in the normal assignments to provide light duty, provided such action does not work to the detriment of any other employee.



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**ARTICLE 14 SAFETY AND HEALTH**

**A. Curtailment of Operations**

In the event of civil disorders and other emergencies, the installation head 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 NALC Branch office and local steward will be advised.

**B. Vehicle Safety**

No vehicle will be assigned to a carrier unless it can be reasonable 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.

**ARTICLE 17 REPRESENTATION**

Labor Management meetings shall be held once per quarter and include an NALC steward. Agendas will be exchanged at the beginning of the meeting. The time and place of meetings will be scheduled by mutual agreement. Meetings may be canceled by mutual consent if not needed.

**ARTICLE 20 PARKING**

In the event that permanent employee parking becomes available, the method of assigning available designated spaces shall be done by seniority or by legal handicap status. Temporary additional parking may be designated mutually as an incentive award.

**ARTICLE 41 POSTING**

**A. 41.3.0**

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.

**B. Territory Change**

A greater than 51% change of time or territory, accumulated over the life of this contract, will trigger an abolishment or the affected carrier may choose to keep the assignment.



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**C. Change in Start Time**

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. Posting**

Notice of vacant permanent assignments shall be posted on the time clock for up to ten days unless a shorter posting is mutually agreed upon. A copy of the notice shall be given to the local NALC representative. A copy of the notice will be mailed to an absent employee who has requested it in writing. A new written request must be submitted for each period of absence. A written bid request may be submitted in advance of anticipated vacancy notices

**E. Temporary Vacancy**

Temporary vacancies of five days or more in duration will be posted at the time clock for up to 10 days if possible. Full-time reserve, unassigned regular, and part-time flexible Letter Carriers and City Carrier assistants may all opt for hold-down assignments of anticipated duration of five (5) days or longer until 1700 hours on the Monday prior to the service week in which the vacancy commences. Awarding of opts will be based upon seniority between regular carriers. Opts that are not selected by eligible career Employees will be awarded to opting CCAs based upon relative standing. The assignment award shall be posted by Wednesday of the week prior to the service week in which the vacancy commences. The above shall not apply where assignments become available on Wednesday, or later of the service week preceding the vacancy. In such circumstances, management shall inquire as to the preference of each employee and award the assignment to the senior employee who shows a preference.

Eligible carriers will sign their names to the assignment they want to work. The assignment will be awarded on the basis of seniority or relative standing and will be worked for the duration of the vacancy. When vacation schedule changes affect opts, the opting assignment schedule will be mutually adjusted.

Those carriers failing to exercise their right to opt on vacant assignments will be arbitrarily assigned by management, however, those carriers shall be allowed to opt on the next posting of vacant assignments.

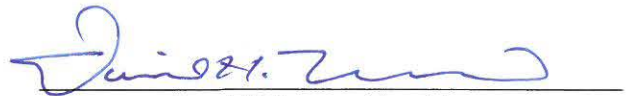
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This Memorandum of Understanding is entered into between the representatives of the United States Postal Service and the designated agent of NALC Branch 82, pursuant to the Local Implementation Provisions of the **2019** National Agreement with the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



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