MEMORANDUM OF UNDERSTANDING

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

LAKE OSWEGO POST OFFICE
UNITED STATES POSTAL SERVICE
LAKE OSWEGO, OREGON 97034

September 21, 2019 - May 20, 2023
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PREAMBLE

This Memorandum of Understanding is entered on the date of signature at Lake Oswego, 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 2019-2023 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 - OVERTIME

A. Volunteers not on the overtime desired list will be utilized before resorting to mandatory overtime per 8.5.D.

B. Each carrier will be allowed actual time to wash-up whenever necessary.

C. "Overtime Desired" lists shall be established and maintained by unit. Employees regularly scheduled to work in both delivery units may sign both 'ODL' lists, but will only be eligible for consideration in the unit to which assigned on the day in question. After maximizing a unit's overtime desired list, management may accept and use volunteers from Lake Oswego's other delivery zone. Such volunteer hours and opportunities will not be tracked for equitability purposes under Article 8.

ARTICLE 10 - LEAVE

Section 1 - Choice and Non Prime Time Leave

A. The vacation period on the AL board shall be the entire USPS leave year, except for the middle two weeks of December. When Christmas falls on Tuesday, Wednesday, Thursday or Friday then that week will be available for signups on the AL board for 7.5% of complement. Normal mathematical rounding will apply.

B. For vacation planning on the leave board the maximum number of carriers to be allowed off on leave, including Military leave and NALC functions, during any week of the leave year shall not exceed 12% of the career carrier complement. Normal mathematical rounding will be used. Weeks for NALC sanctioned functions and for Military leave will be blocked from the annual leave board. Blocked off military leave and leave for NALC functions shall not displace a career carrier from a previously bid slot. Union and Management
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agree that in the administration of incidental leave this is not to be interpreted as a minimum.

C. The number of columns on the leave board will be determined on October 1st each year, using the percentage in 10.B. Normal mathematical rounding will be used.

D. After completion of the bidding process unselected weeks shall be blocked off and available only through the incidental leave provisions of the National Agreement.

E. All vacations will start on a Sunday and end on a 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.

F. For sick leave which can be scheduled in advance, such as dental appointments, physical examinations and etc. notice shall be given as far in advance as possible.

Section 2 - Implementation

A. Management will notify employees on official bulletin boards of the date of the beginning of the new leave year on Oct. 1, of each year.

B. Vacation bidding will be city wide by seniority.

C. Vacation bidding shall start on 1st work day in November. The top # of carriers on the seniority list equal to the number of columns across the AL Board shall receive their vacation bid form 10 days before start. All other carriers will receive their bid forms at least 5 work days before Nov. 1st. On each form in upper left hand corner will be the last day the carrier may turn in their bid without losing their seniority rights. These top carriers must turn in their bids by one hour after their scheduled begin tour Oct. 30. They will be posted in order of seniority or relative standing. Beginning from 1st day of bidding, 3 carriers must turn in their bid by one hour after their scheduled begin tour on their due date (in person, by phone or by 3rd person). The junior bidders on each day will provide an alternate week or weeks for any vacation slot(s) that has two spaces remaining. All bids will be turned in to the management in their office who is designated to receive them and will be posted in order of seniority or relative standing. Carriers turning in bids after their due date will take what is available after the carrier(s) whose turn it is for that day bids. The same set of rules will be used in 2nd round except all eligible carriers will receive photocopies of 1st round bid before start of 2nd round of bidding with due date in upper right hand corner. Second round bidding will start no later than two working days after the completion of the 1st
round. Two carriers per work day will be required to turn in their bid by one hour after their scheduled begin tour. Carriers turning in bids after their due date will take what's available after the carrier(s) whose turn it is for that day bids. Third round bidding will start no later than 2 working days after completion of the second round. Eligible carriers will be assigned a date by which they must bid.

D. The choice period shall be the first signup, and may be anywhere available on the leave board. On the first sign-up career 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 career 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 maximum of two weeks.

Based upon relative standing CCA carriers will be allowed to sign-up for full-week leave increments, for the amount of weeks that will be available to them by the time each of the leave periods being requested has come to be utilized. The actual granting of leave will be contingent upon the employee having a sufficient leave balance when the leave is taken. All other leave requests will be considered incidental in nature and addressed on a first come, first served basis, subject to managerial discretion at the time of the request.

Based upon relative standing CCA carriers will be allowed to sign up for one (1) week at the conclusion of the first sign up.

E. A second sign-up will be held at which time each career carrier may sign for the remainder of his/her coming year earned annual leave in full weeks only. Career 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.

F. A third sign up will occur for those who desire to sign for additional full weeks of accrued leave. First and/or second-round selections may not be withdrawn for this purpose. These requests will be granted for open/available weeks on the AL board.

G. The posting of vacation sign-up charts will constitute official notice to each employee of his/her approved vacation schedule.

H. The vacation schedule shall be posted at each station as soon as practicable after bidding is completed.
I. When an extended period of time is granted for special reasons, the additional periods may be outside the regular annual leave sign-up.

J. In the case of any two carriers wishing to sign for the same vacation periods, the senior carrier may defer one week or more of his/her bidding until the junior carrier's turn comes up.

K. If management requests a carrier to come back to work during the carrier's annual leave, said carrier will get an equal period of time off. The carrier may request the time off within the current leave sign-up period for the year and request must be approved by management.

L. All requests for emergency leave will be considered to the greatest degree. 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 be granted if possible.

M. An employee who is called for Jury Duty during vacation period is eligible for another comparable period outside of the vacation sign-up, whenever possible.

N. Any carrier being released from duty to donate blood, will be granted a reasonable amount of blood leave. In accordance with Employees & Labor Relations Manual 519.25 (A reasonable amount of time and every effort will be made for the time to be at the end of their tour of duty).

O. Carriers may withdraw from signed for spaces for special reasons or to sign for vacated periods. The vacated period will then be posted within (5) days, for 10 days or less, if circumstances do not permit a ten-day posting, and granted on a seniority basis beginning with those junior to the carrier vacating the period. Vacated periods are defined as caused by resignation, retirement, changing crafts, death, promotion and etc.

P. Requests for single day A.L. outside of schedule will not be accepted more than 30 days in advance of the date requested. The approval or disapproval will be at management's discretion, taking into account individual factors. Partial weeks of vacated AL will be posted once for one successful bidder, except 1-day increments need not be reposted. Partial Annual Leave periods vacated after the posting of that week's schedule will not be reposted.

Q. When extra help is available, regular carriers may be asked if they wish to be considered for Annual Leave. Volunteers' names will be selected randomly.

R. Carriers will not be required to work on their nonscheduled days or designated holidays which are in conjunction with scheduled annual leave, except in an emergency as defined in Article 3F of the National Agreement.
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When invoked, this section shall supersede the method of selecting employees to work on a holiday or designated holiday outlined in Article 11 of this LMOU.

S. Carriers may exchange full weeks of annual leave, provided that all carriers between the exchanging carriers on the seniority list signoff. Any such exchange must be finalized by the affected two carriers and presented to management by 9:00 A.M. Tuesday, two weeks prior to the beginning of the first exchanged week; otherwise the exchange may be disallowed.

ARTICLE 11 - HOLIDAY LIST

A. The method of selecting employees to work on a holiday shall be as follows:

1. Part-time flexibles utilized to the maximum extent possible, even if the payment of overtime is required.

2. Regular carriers who wish to work on their holiday or designated holiday. Scheduling to be by seniority.

3. City Carrier Assistants (CCAs)

4. Regular carriers who wish to work on their scheduled day off. Scheduling to be done by seniority.

5. Regular carriers who do not wish to work on their holiday or designated holiday. Scheduling to be by juniority.

6. Regular carriers who do not wish to work on their scheduled day off. Scheduling to be done by juniority.

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

ARTICLE 13 - LIGHT-DUTY ASSIGNMENTS

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

1. Collections;

2. Performing services on auxiliary routes which the ill or injured employee may be able to perform;

3. Normal duties which the ill or injured employee may be able to perform.
ARTICLE 14 - SAFETY & HEALTH

A. 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 for instructions as soon as practicable when mail delivery has been temporarily withheld.

B. Carriers will contact a supervisor for instructions if the carrier feels his or her personal safety would be endangered by crossing a picket line.

C. In the event of civil disorders and other emergencies, management will determine whether conditions are such 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 steward present will be notified.

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

ARTICLE 17 - REPRESENTATION

A. Labor Management meetings will be held on the 3rd Tuesday of the 2nd month of each quarter at 2:00 P.M.

B. The Quarterly Labor Management meeting in November will be the Christmas meeting.

C. An exchange of agenda items will be made two days in advance of each meeting. If neither party has an agenda item, the meeting will be canceled.

D. Minutes will be written by Labor or Management (whoever calls the meeting) and before publication, shall be submitted to management or union for review and verification of the subject matter. They shall then be posted in both delivery units. One additional person may be invited to take the minutes.

ARTICLE 31 - TERMINATION

A. Copies of personnel changes (i.e. posting, route change assignments, hiring, deaths, retirements, and change in crafts etc.) affecting letter carriers will be given to the President of Branch 82, the NALC steward at Main Office, Lake Oswego; and to the NALC Steward at Lake Grove.
ARTICLE 41 - CRAFT

Section 1 - Posting

A. Whether a regularly assigned 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 that carrier.

B. When a carrier's regular route assignment is changed over 30% of the total time, the carrier will normally remain on that route which includes the major time portion of the original assignment.

C. When a major scheme change that calls for major route adjustments occurs or when additional assignments are created the matter of assignments or reassignments, including changes in the T-6/Relief string, will be discussed at a labor management meeting.

D. For full-time reserve carriers, unassigned full-time carriers, full-time flexible carriers, part-time flexible carriers and city carrier assistants:

1. Vacancies of five days duration or longer due to A.L., S.L., etc., will be posted on official bulletin boards for opting on Tuesday, two weeks prior to the service week in which the vacancies will occur. In the case of unexpected (FMLA/emergency, etc.) vacancies, the posting may be made as soon as the vacancy reasonably becomes known. The vacancies will remain posted through the following Monday.

2. Successful bidders will be notified via the carrier schedule which will be posted on the Wednesday preceding the service week for which it applies.

3. 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. They may indicate a first, second, or third choice.

4. The assignment will be awarded on the basis of seniority or relative standing and will be worked for the duration of the vacancy.

5. 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. Copies of the schedule are available for the designated union representative of that section. Copies will be provided upon request.

E. If more than one PTF is converted to regular at the same time during the bidding process, assignment will be made according to the written preference of the senior carrier(s) involved.

Section 2 - Craft Seniority

A. Leave replacement carriers will normally be assigned their duties by seniority.

B. Carrier seniority in the Lake Oswego Post Office will be city wide.

C. A seniority list shall be posted in all carrier units and will be revised in January and July of each year. The list will indicate the carrier’s numerical position on the seniority list.

Section 3 - Craft Reassignments

A. 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.

B. In the event that 30% or more of the time or territory of a bid assignment has been reapportioned into a newly created assignment that does not affect another route’s territory, then the carrier shall have the option of selecting the new route as their assignment. This will not trigger abolishment. The vacated route will simply be posted.

It is agreed by both parties that matters still remaining in dispute which have been submitted to impasse for resolution, will be incorporated in the local memorandum when resolved.
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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.

IN WITNESS WHEREOF:

U.S. Postal Service

[Signature]

Michele Grigiroff
Manager, Labor Relations
Lake Oswego Post Office
Lake Oswego, Oregon 97034

Union

[Signature]

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