

**MEMORANDUM  
OF  
UNDERSTANDING**

**\* \* \* \***

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

**\* \* \* \***

**HILLSBORO POST OFFICE  
UNITED STATES POSTAL SERVICE  
HILLSBORO, OREGON 97123**

**\* \* \* \***

**September 21, 2019 – May 20, 2023**

## **TABLE OF CONTENTS**

Section B.1, Wash-Up Time .....	1
Section B.2	
Hours of Work .....	1
Fixed or Rotating Days Off .....	1
Section B.3, Guidelines for the Curtailment or Termination of Postal Operations .....	2
Section B.4, Local Leave Program .....	2
Section B.5, Duration of the Choice Vacation Period .....	4
Section B.6, Beginning Day of Vacation .....	4
Section B.7, Choice Vacation Period Selections .....	4
Section B.8, Jury Duty and Attendance at National and State Conventions .....	4
Section B.9, Number of Employees allowed off during Choice Vacation Period .....	5
Section B.10, Official Notice of Vacation Schedule .....	5
Section B.11, Notification of the Beginning of the New Leave Year .....	5
Section B.12, Application for Annual Leave, other than Choice Vacation Period .....	6
Section B.13, Holiday Work Schedule .....	6
Section B.14, Overtime Desired List .....	7
Section B. 15, 16, 17, Light Duty Assignments .....	7
Section B.18, Sections .....	7
Section B.19, Assignment of Employee Parking Spaces .....	7
Section B.20, Annual Leave to Attend Union Activities .....	8
Section B.21	
Craft Provisions .....	8
Abolishment of a Routes (s) (41.3.0) .....	9
Article 17 .....	10
Memorandum of Understanding .....	10

MEMORANDUM OF UNDERSTANDING WITH BRANCH 82, NALC  
AND  
USPS HILLSBORO, OREGON

ARTICLE 30, SECTION B.1

WASH-UP TIME

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

ARTICLE 30, SECTION B.2

HOURS OF WORK

- a. The work week for regular carriers at the Hillsboro Post Office shall consist of five rotating work days, a fixed nonscheduled day of Sunday and one rotating non-scheduled day.
- b. When a regular eight hour assignment which includes a combination of other carrier duties, such as collections, parcel post and router, is established, a subsection to this article relating to the scheduled days off of the positions will be negotiated by the parties of this agreement prior to implementation.
- c. Fixed days off for individual regular assignments may be established, if mutually agreed upon by the Hillsboro Postmaster and NALC President.

FIXED OR ROTATING DAYS OFF

When full time route assignments at Hillsboro do not have Carrier Technicians regularly assigned to serve them, the following process shall be implemented:

The carriers in Hillsboro, by seniority, on a calendar year basis, may choose, in addition to their Sunday day off, to be assigned a rotating schedule, or another fixed day off.

The senior carrier may choose which fixed day off they want and that day will then not be available to others as a fixed day off. Then the next senior carrier may choose until the number of routes without a Carrier Technician have been offered the option of a fixed day off. T-6 strings will be redesigned to accommodate these choices.

In the event an additional delivery unit is created in Hillsboro, this section will be revisited.



MEMORANDUM OF UNDERSTANDING WITH BRANCH 82, NALC  
AND  
USPS HILLSBORO, OREGON

ARTICLE 30, SECTION B.3

GUIDELINES FOR THE CURTAILMENT OR TERMINATION OF POSTAL  
OPERATIONS

- a. Since each carrier is responsible to management for the safe and efficient delivery of the mail, for safe driving, and for any unsafe conduct on his/her part, each carrier will make all on the spot decisions regarding his/her safety and that of the mail and or Government property, and shall contact his/her supervisor immediately for instructions when mail delivery has been temporarily delayed.
- b. Carriers will contact a supervisor for instructions if the carrier feels his/her personal safety would be endangered by crossing a picket line.
- c. In the event of civil disorders, adverse weather conditions, or 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 authorities and the safety and welfare of postal employees.
- d. Delivery after dark is both inefficient and unsafe, therefore, it is not the intent to require Carriers to deliver after dark, except for those assigned to deliver Special Delivery, Parcel Post, Express Mail or Collections.

ARTICLE 30, SECTION B.4

LOCAL LEAVE PROGRAM

- a. Vacation Period

Vacation will be programmed beginning with the first complete pay period of the new leave year and continue through the last complete pay period of the new leave year. The number of weekly increments for the next vacation period will be determined by the number of employees assigned to the Hillsboro Post Office at the beginning of pay period 22.

- b. Leave Sign Up

The leave sign up consists of 3 rounds. Each round will be conducted in seniority or relative standing order, based upon the Hillsboro roster. 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 weeks will be limited to Section B.7 of this LMOU.

MEMORANDUM OF UNDERSTANDING WITH BRANCH 82, NALC  
AND  
USPS HILLSBORO, OREGON

Round 2 - the maximum number of weekly increments allowed will be limited to the remaining leave earned per leave year.

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 .

After round three, all remaining unsigned slots will be blacked out.

After an employee receives notification from their supervisor or Union representative that it is their turn to sign for scheduled leave, they will have up to 24 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 anytime thereafter, but those junior employees who signed up in the interim will not be required to relinquish the periods they have selected.

c. Trades

Vacation trades will be allowed as long as no carrier between the two carriers, by seniority, objects to the trade. Management and Stewards will be informed sufficiently in advance to allow ample time to effect the trade. Signatures of stewards will not be required.

d. Withdrawal

Carriers may withdraw from signed for spaces for special reasons or to sign for vacated periods. They must notify management no later than the Tuesday proceeding the week in which the annual leave is scheduled. The vacated period will then be posted for up to ten (10) days, if possible. The slot will be considered available for bidding. The posting will be pulled and ended 10:00 am the Wednesday prior to the AL week. Posted leave periods will be granted on the basis of seniority or relative standing, beginning with those junior to the carrier vacating the period.

b. Days Off in Conjunction

Carriers will not be drafted or required to work on the actual holiday or their designated holiday that is in conjunction with approved scheduled annual leave. This will not violate the Article 11 selection criteria.



MEMORANDUM OF UNDERSTANDING WITH BRANCH 82, NALC  
AND  
USPS HILLSBORO, OREGON

ARTICLE 30, SECTION B.5

DURATION OF THE CHOICE VACATION PERIOD

The choice vacation period will be the entire leave year.

ARTICLE 30, SECTION B.6

BEGINNING DAY OF VACATION

The vacation week will begin on Sunday and end the following Sunday evening. Employees will report to work on their first scheduled workday following Sunday.

ARTICLE 30, SECTION B.7

CHOICE VACATION PERIOD SELECTIONS

Employees may request one selection of three (3) continuous weeks or up to two (2) selections during the choice vacation period in increments of one or two weeks. The total cannot exceed two weeks for employees who earn 13 days and three weeks for employees who earn 20 to 25 days. Based upon relative standing CCA carriers will be allowed to sign up for one (1) week at the conclusion of the first sign-up and (1) week at the conclusion of the second sign-up. The total leave approved cannot exceed the number of days earned in a leave year.

ARTICLE 30, SECTION B.8

WHETHER JURY DUTY AND ATTENDANCE AT NATIONAL AND STATE  
CONVENTIONS SHALL BE CHARGED TO THE CHOICE VACATION PERIOD

- a. Any employee called for jury duty during their scheduled leave is eligible and allowed to sign up for another period equivalent in length to the length of vacation time forfeited due to active on call jury duty service.
- b. Annual leave for State and National Union Conventions will be charged to the choice vacation period.

MEMORANDUM OF UNDERSTANDING WITH BRANCH 82, NALC  
AND  
USPS HILLSBORO, OREGON

ARTICLE 30, SECTION B.9

NUMBER OF EMPLOYEES ALLOWED OFF DURING CHOICE VACATION PERIOD:

- a. 13% of the carriers (Full-time regulars and PTFs) assigned to the unit as of pay period 22 will be permitted vacation during each vacation week from the first full week of May through the last full week of October, the Spring Vacation weeks of the Hillsboro and Beaverton school districts and the week that includes Thanksgiving Day. All fractions of .1% or higher are rounded to next full number.
- b. 8.5% of the carriers (Full-time regulars and PTFs assigned to the unit as of pay period 22 will be permitted vacation during each vacation week of the remaining vacation period, with all fractions of .1% or higher rounded to the next full number.
- c. For the leave year of 2018, one additional slot will be added to the board for each of the four weeks starting the week after the 4<sup>th</sup> of July and one slot will be added for each of the four weeks beginning the last full week of October. For leave year 2019 and continuing the local parties will meet prior to pay period 22. They will determine the number of annual leave weeks used by the CCAs and will add that number of weeks to the annual leave board.
- d. Beginning with the vacation week that includes December 1st and ending with the week that includes January 1st, there will be two weekly increments available each week, except during the week of December 25th when there will be three weekly increments available.

ARTICLE 30, SECTION B.10

OFFICIAL NOTICE OF VACATION SCHEDULE:

Completion of the annual leave sign-up sheet will be signed by the installation head and union steward(s). Posting of this signed sheet will suffice as official notice to each employee of the approved vacation schedule.

ARTICLE 30, SECTION B.11

NOTIFICATION OF THE BEGINNING OF THE NEW LEAVE YEAR

Management will, no later than November 1, publicize on bulletin boards and by other appropriate means the beginning date of the new leave year, which shall begin with the first day of the first full pay period of the calendar year.



MEMORANDUM OF UNDERSTANDING WITH BRANCH 82, NALC  
AND  
USPS HILLSBORO, OREGON

ARTICLE 30, SECTION B.12

APPLICATION FOR ANNUAL LEAVE, OTHER THAN CHOICE VACATION PERIOD:

Application for Other Leave. Carriers requesting annual leave outside the regular vacation sign-up must submit PS Form 3971 to the Postmaster, or designee, no later than the Tuesday prior and no earlier than 30 days prior to the service week for which the leave is requested. The request will be acknowledged in writing on the 3971 and a copy returned to the employee. Employees may not receive two consecutive Saturdays of incidental leave, unless there are no other requests. Requests will be approved when possible and honored on a first-come, first-serve basis. The decision of the Postmaster, or designee, will be given no later than the Wednesday prior to the service week for which leave is requested. Failure to comply with this paragraph will indicate the requested leave is approved.

ARTICLE 30, SECTION B.13

HOLIDAY WORK SCHEDULE

- a. The following priorities will be followed when selecting employees to work on holidays or their designated holiday.
  1. PTF employees, even if overtime is necessary.
  2. Full time regular employees who have volunteered to work on their holiday or their designated holiday, by seniority.
  3. All other volunteers, by seniority.
  4. City Carrier Assistants (CCAs)
  5. All others who have not volunteered to work their holiday, or their designated 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.

Juniority draft lists for holidays will be reset every leave year.

For holiday drafting purposes, rotation is continuous for the life of the National Agreement.

- b. Carriers will not be drafted or required to work on the actual holiday or their designated holiday that are in conjunction with approved scheduled annual leave. This will not violate the Article 11 selection criteria.



MEMORANDUM OF UNDERSTANDING WITH BRANCH 82, NALC  
AND  
USPS HILLSBORO, OREGON

ARTICLE 30. SECTION B.14

OVERTIME DESIRED LIST

- a. One (1) overtime desired list is utilized for the entire carrier force. It will be posted on the employee bulletin board.
- b. In the event an additional delivery unit is created in Hillsboro, this section will be renegotiated.

ARTICLE 30, SECTION B.15, 16, 17

LIGHT DUTY ASSIGNMENTS

A. The installation head or his/her designee shall give careful attention to requests for light duty and will give full consideration to making adjustments in normal assignments to provide light duty provided such action does not work to the detriment of any other employee.

ARTICLE 30, . SECTION B.18

SECTIONS

- a. The Hillsboro Post Office is now defined as one section.
- b. In the event that an additional delivery unit is created in the Hillsboro Post Office, the definition of Section under Article 12 will be renegotiated.

ARTICLE 30, SECTION B.19

ASSIGNMENT OF EMPLOYEE PARKING SPACES

- a. Employees of the Hillsboro Post Office will be allotted parking spaces within the confines of postal property prior to allotment of such spaces to any other parties.
- b. Management will maximize the number of parking slots available on postal property for all employees.

MEMORANDUM OF UNDERSTANDING WITH BRANCH 82, NALC  
AND  
USPS HILLSBORO, OREGON

ARTICLE 30, SECTION B.20

ANNUAL LEAVE TO ATTEND UNION ACTIVITIES

Annual leave to attend union activities will not be charged to the employees choice vacation.

ARTICLE 30, SECTION B.21

CRAFT PROVISIONS

- a. At the regular carrier's option any letter carrier route will be posted in accordance with Article 41 of the National Agreement if the starting time is changed by more than one (1) hour.

Changes in starting time will only be done with a 14 day notice to the carrier when requested.

- b. In the event that 51 % or more of the territory of a bid assignment has been reapportioned into a newly created assignment, the carrier on the original assignment shall have the option of selecting the new route as their assignment.
- c. 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.

The notice inviting bids for Letter Carrier Craft assignments, and to such other assignments to which a letter carrier is entitled to bid, shall be posted on all official bulletin boards as to assure that it comes to the attention of employees eligible to submit bids. The notice shall remain posted for 10 days. 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 a mailing address, a copy of any notice inviting bids from the craft employees shall be mailed to the employee by the installation head.

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



MEMORANDUM OF UNDERSTANDING WITH BRANCH 82, NALC  
AND  
USPS HILLSBORO, OREGON

Saturday, the 1st day of the Pay Period following the award notice, except in the month of December.

Carriers may submit bids through computerized bidding currently available at [www.liteblue.usps.gov](http://www.liteblue.usps.gov) or via phone bidding at 1-877-477-3273, option 2. TT/TTY 1-800-265-7208 (subject to change). Any bidding will be done off the clock.

**SECTION 2. POSTING TEMPORARY VACANT ASSIGNMENTS**

For Full-Time Reserve Carriers, Unassigned Full-Time Carriers, Part-Time Flexible Carriers and CCAs:

- A. Temporarily vacant craft duty assignments will be posted on the bulletin board. Full-Time Reserve, Unassigned Regular, Full-Time Flexible, Part-Time Flexible and CCA letter carriers may indicate their preference for temporarily vacant full time craft duty assignments of anticipated duration of five (5) days or longer until 1700 hours on the Tuesday prior to the service week in which the vacancy commences. The above shall not apply in cases where the vacancy becomes available on Tuesday, or later, of the service week preceding the vacancy. In the case of unexpected (FMLA/emergency, etc.) vacancies, the posting may be made as soon as the vacancy reasonably becomes known.
- B. Full-time reserve carriers, unassigned full-time carriers, part-time flexible carriers and CCAs will sign their names next to the assignment they want in the order of their preference..
- C. The assignment will be awarded on the basis of seniority or relative standing. The positions will be worked for the duration of the vacancy.
- D. 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.

**ABOLISHMENT OF A ROUTE(S) (41.3.O)**

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 Article 41 of the National Agreement.



MEMORANDUM OF UNDERSTANDING WITH BRANCH 82, NALC  
AND  
USPS HILLSBORO, OREGON

ARTICLE 17

Labor Management meetings shall be held once per quarter and include up to two (2) NALC stewards of the union's choice. 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.

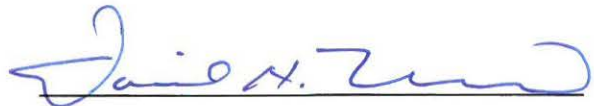
This Memorandum of Understanding is entered into between the representatives of the United States Postal Service and the designated agent of NALC Branch 82, pursuant to the Local Implementation Provisions of the 2019 National Agreement with the National Association of Letter Carriers.

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 Hillsboro Post Office  
Hillsboro, Oregon



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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

