

**MEMORANDUM
OF
UNDERSTANDING**

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

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**PORTLAND POST OFFICE
UNITED STATES POSTAL SERVICE
PORTLAND, OREGON 97218**

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SEPTEMBER 20, 2019 – MAY 20, 2023

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ARTICLE 8 - HOURS OF WORK

Section 1: Wash-up Time

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

Section 2: Fixed or Rotating Days Off

All City Carrier Assignments will be on rotating days off, except Parcel Post routes which will have fixed days off. Those Parcel Post routes that are now on rotating days off will remain so for the life of this agreement.

In the event of a joint process agreement (NALC Steward, Carriers, Management) at the unit level that fixed day assignments are warranted, and with a 30-day advance notification and mutual agreement of the NALC Branch 82 President and the Postmaster or designee, identified routes will have fixed days off.

Section 3: Overtime Desired List

A. The overtime Desired List for Carriers will be by Sections as follows:

1. The Collection Section
2. Any Carrier Station or Branch.

Any additions to or deletions from the above list will be subject to mutual agreement by the NALC Branch 82 President and the USPS.

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, excluding the Christmas period. The two (2) weeks of the Christmas Exclusion period, chosen by the USPS, will be programmed for one (1) annual leave slot per city station or branch.

B. Length of a Choice Vacation Period

The choice vacation period shall be from and including the week of Oregon Public school, K-12 spring break, through the first full week after the Columbus Day holiday.

C. Number of Employees Off During Choice Vacation Period

The number of employees off in each unit during any one week in the choice vacation period shall be based upon the following formula:

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The number of regular full-time Carriers and part-time flexible Carriers and unassigned regulars in each unit at the beginning of Pay Period 22 shall be totaled; such total shall be multiplied by 14% (0.14) which then determines the maximum number which may be allowed in any one week. Fractions of an additional slot .50 and greater shall be rounded up. (example 54 positions x 0.14 = 7.56 which is rounded up to 8 prime-time slots.)

Non-choice vacation time shall be determined by the number of annual leave slots during prime time minus two slots which will determine the maximum number which may be allowed off in any one week. (# of Primetime slots -2). Except at a minimum regardless of the number of carriers assigned all separate stations will have at least 2 prime-time and one non-prime vacation slot.

The Postmaster, or USPS designee/s, shall meet with the NALC President, or designee/s, during Pay Period 22 each year, to determine, in accord with the formulas in this LMOU, the number of vacation leave slots needed in each Carrier section for the coming leave year.

In determining the vacation slots for each station, a good faith effort will be made by both parties to take into account the planned, actual and current staffing.

If it is reasonably projected that carriers in any Portland City unit would not be able to sign for two (2) or three (3) consecutive weeks, as per the National Agreement, Article 10.3.D.1-2, then the Portland Post Office will add one additional row of vacation slots to that year's vacation sign-up board for the unit. To ensure that any situation of this kind is identified and addressed prior to the start of vacation sign-ups, the Portland Postmaster and Branch 82 President will designate representatives after PP22 each year to carry out this analysis for each city station and branch.

The sign-up shall commence November 1. A good faith effort will be made to complete all signups, in each section, prior to the first leave period of the coming year.

Employees will complete both sign-ups for annual leave according to their pay location on November 1. An NALC Designee at each individual unit may be used to coordinate and expedite the sign-up process.

D. Applications of Weekly Periods and Seniority

The sign-up for annual leave will be by weekly periods in each Carrier delivery unit based upon seniority or relative standing as established on the Portland Post Office roster. Seniority principles will prevail in the assignment of all annual leave, except as noted in F. and G. of this article. When an extended period of time is granted for special reasons, the additional periods will be outside the regular annual leave signup.

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E. Manner of Signing

During the first opportunity to sign, Carriers earning thirteen (13) days of annual leave may at their option choose one block of two (2) consecutive weeks or choose two blocks of one (1) week each, within the choice period. Carriers earning twenty (20) or twenty-six (26) days of annual leave may, at their option, choose one block of three (3) continuous weeks, or two blocks, one of which would be one (1) week and the other two (2) consecutive weeks within the choice period. Carriers may sign for a minimum of one week on the first sign-up. Part-time employees with flexible schedules, regularly assigned to a station at the time of the vacation sign-up, may sign in the order of their seniority as their name is reached on the first sign-up. Based upon relative standing CCA carriers will be allowed to sign up for one (1) week at the conclusion of the first sign-up.

On the first sign-up, Carriers may sign in either the choice or a non-choice period. Carriers may sign for their maximum allotted vacation, selections must be for continuous days; however, on the first sign-up, the number of weeks signed for in the choice period is limited by the provisions listed above.

After the first sign-up, a second sign-up will be held, at which time Carriers may sign for the remainder of their leave in any remaining slots. Splitting weekly periods will be allowed on 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.

After the second sign-up is completed, a third sign-up will be completed in which letter carriers may sign for any remaining weeks, using leave remaining from previous years.

After the third sign-up is completed and the provisions of the final paragraph of Section E have been met in the various Carrier sections, Section E have been met in the various Carrier sections, any remaining slots in the choice vacation period will remain available for carriers to sign for throughout the year. Carriers wishing to sign for these annual leave slots outside the regular vacation sign-up must submit PS Form 3971, in duplicate, to the Station Manager or designee by the Tuesday prior to the service week for which the leave is requested. The leave request will be submitted no sooner than 30 days prior to the first day of the requested leave. The leave request will not be unreasonably denied.

Carriers may sign for one or more days of these available periods.

The amount of leave sufficient for a CCA to take a full signed for leave week will be no more than 32 hours for a single week and 72 hours for 2 consecutive weeks the first week being 40 hours the second week being 32 hours.

Signed for Vacation weeks on the CCA leave board will run Monday through Saturday.

In the event that a CCA signs for 2 consecutive weeks the CCA will not be scheduled to work on the Sunday between the two weeks.

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CCAs may apply for a week or weeks based upon their relative standing within the section/office that are posted due to being withdrawn or vacated on the career carrier board. The selection will be made based upon relative standing between CCAs. CCAs will be junior to all career carriers before selection rights to the top of the seniority list.

In the event that any CCA loses their choice vacation sign up period due to being called up for military service, the CCA shall be allowed to select a replacement week, during any of those weeks where the remaining slots were not signed for.

All other requests for annual leave by a CCA will be considered incidental in nature.

In the event a CCA is transferred to another section and/or converts to career, the week or weeks originally signed for will be considered granted at the gaining, section and will be added to the board for the new section.

Carriers will not be ordered to work on their 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.

Within four (4) weeks following completion of the final sign-up, employees who have the potential of exceeding the maximum leave carry-over will be notified by management and allowed to sign for any remaining vacant slots. After this process has been completed, management will not be required to provide leave to any employee at the end of the leave year for the sole purpose of preventing an employee from reaching the maximum carry-over provisions of the National Agreement. Special consideration will be given to those employees with extenuating circumstances.

F. Withdrawing from Selected Periods

Carriers may withdraw from signed for spaces for special reasons or to sign for vacated periods. They must notify Management as soon as possible. The vacated period will then be posted for up to ten (10) days. The slot will be considered available for bidding provided circumstances permit at least a two full service day posting prior to the Tuesday preceding the service week in which the annual leave period begins. Posted leave periods will be granted on the basis of seniority, beginning with those junior to the Carrier vacating the period. Vacated periods include those caused by resignation, retirement, changing crafts, death, promotion, transfer to another installation.

G. Time Limitations

After an employee receives notification from management or the NALC designee(s) that it is their turn to sign for scheduled leave, they will have up to 24 hours or the employee's next scheduled working day (whichever is sooner) 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 by-passed employee(s) will be allowed to sign for their choice after those

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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.

Following the completion of both sign-up periods at each Carrier unit, the employee will complete and submit to the Station Manager, a Form 3971 for the periods they have signed. Employees will be provided a receipted copy. Employees must make every effort to complete each Form 3971 no later than the Tuesday of the week prior to their selected sign-up period

H. 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.

The employee shall, upon return to duty, complete PS Form 3971 requesting emergency leave. The employee will be notified whether their request is approved or disapproved no later than the end of the work day following the day on which the request was made.

I. Application for Other Leave

Carriers requesting annual leave outside the regular vacation sign-up must submit PS Form 3971, in duplicate, to the Station Manager or designee by the Tuesday prior to the service week for which the leave is requested. The leave request will be submitted no sooner than 30 days prior to the first day of the requested leave. The leave request will be approved when possible, and honored on a first come, first-serve basis.

The decision of the Station Manager, or designee, will be given to the employee on or before the Wednesday prior to the service week during which leave is requested, and the duplicate PS Form 3971 will be given to the employee. Failure to comply with this paragraph will indicate the requested leave is approved. However, the employee must have an initialed copy by the Manager or replacement indicating the acknowledgment of the receipt.

Carriers requesting extended annual leave for special reasons must submit PS Form 3971 as far in advance as possible. Management will respond to these requests as soon as practicable and will approve them to the maximum extent possible.

The granting of annual leave outside the normal sign-up, e.g., incidental leave, will be in accordance with local policies and procedures.

J. Sick Leave in Lieu of Annual Leave

When an employee chooses to change annual leave to sick leave, the employee shall be allowed to select a replacement week, during any of those weeks where the remaining slots were not signed for and voided as a result. This will apply only to full-week increments and not to single days.

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K. Change in Duty Station

In the event a Carrier changes duty station after having signed for annual leave, they will take their assigned annual leave periods to the new station. The periods at the former station shall not be posted.

L. Trades

Trading of vacation periods will be allowed but will only be approved if no one having seniority between the two Carriers wishing to trade objects. In the event that a schedule change will be required by the vacation relief carrier or by the T-6 carrier on either carrier's string, they will also have to concur. Any such trades must be signed by all involved parties. Stewards will be informed of the proposed trades at the time the request is initiated. The employees will notify Management not less than 2 weeks prior to the start of the leave.

M. Convention Leave

Prior to the annual leave sign-up, the Union will designate the delegates for the State and National Conventions. During the week of each convention, one allowable annual leave slot (week) will be reserved for each delegate within their assigned unit. However, no delegate will be required to use more leave than is necessary to attend the conventions.

N. Leave for Union Business

Management shall make every effort to grant leave for Union Officers and Stewards to attend Union seminars and Regional sessions (training). Normally, such requests shall be honored providing their absence does not seriously adversely affect Postal operations. A properly completed Form 3971 requesting annual leave or leave without-pay shall be submitted as soon as possible in advance of such requests.

O. Military Leave

Prior to the annual leave sign-up, military personnel will make every effort to present their schedule of military duty, if available, to their Station Manager to assist him/her in vacation planning.

Employees will notify the Station Manager as soon as possible upon becoming aware of a change in their schedule for military duty which occurs subsequent to the annual leave sign-up.

In the event that a slot is vacated by another employee for the week in which military duty has been scheduled, the vacancy will not be posted. Should the military duty subsequently be re-scheduled, the vacated slot will be posted according to the bidding procedures in Article 10 Section 4.F. of this Local Memorandum of Understanding.

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Carriers called to active duty over a period in which they have signed for annual leave shall be allowed to select a replacement week, during any of those weeks where the remaining slots were not signed for and voided as a result. This will apply only to full-week increments and not to single days.

Section 2: Beginning Day of Vacation Period

Start of individual vacation periods will be on a Monday returning on a Monday.

Section 3: Jury Duty

An employee who is called for jury duty during their scheduled choice vacation period is eligible for another available period outside the vacation sign-up, comparable to the slot surrendered.

The employee will normally notify the Station Manager within 48 hours of receiving the summons to jury duty, or on the first scheduled service day following receipt of the summons.

In the event that there are no available periods within the choice period remaining, an additional slot will be made available in choice time periods sufficient to provide the employee with the choice period annual leave set forth in Article 10 Section 3.D.1 and .2. The dates of such periods will be at the mutual agreement of the Station Manager and the employee. In the event that choice period slots are vacated subsequent to Management receiving notice of an employee's jury duty, sufficient slots will be withheld from bidding to provide choice period annual leave for the employee(s) on jury duty. The number of slots withheld cannot exceed the number of slots used for jury duty.

Section 4: Official Notice

The posting of the complete vacation sign-up charts will constitute official notice to each employee of the approved vacation schedule.

Section 5: Announcing New Leave Year

Management will notify employees on official bulletin boards of the date of the beginning of the new leave year during the last full week of October of each year and no later than November 1.

ARTICLE 11- HOLIDAYS

Section 1: Method of Selecting Employees

A. Holiday Lists

A list will be posted for each Holiday in each Carrier section so that Carriers may indicate their desire to work on their Holiday or the day designated as their Holiday.

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B. Method of Selecting Employees

In selecting employees to work on Holidays, the following priorities shall be followed:

1. Part-time flexible employees, even if overtime is necessary.
 2. Full-time and part-time regulars who have volunteered to work on their Holiday or designated Holiday. Selection shall be made on the basis of seniority
 3. Full-time and part-time regulars who have volunteered to work on the designated Holiday and whose Holiday it is not. Such employees shall be selected by seniority.
 4. City Carrier Assistants (CCAs).
 5. Full-time and part-time regulars who have not volunteered to work on their Holiday or designated Holiday. Such employees shall be selected by juniority on a rotating basis.
 6. Full-time and part-time regulars who have not volunteered to work on their non-scheduled day. Such employees shall be selected by juniority on a rotating basis.
- Juniority Draft list will be reset on the first day of the first full pay period in January.

ARTICLE 12 - PRINCIPLES OF REASSIGNMENT

Section 1: Reassignments

In the event it becomes necessary to reassign, within the Portland, Oregon installation, Letter Carriers excess to the needs of a section for the purpose of implementing the provisions of Article 12 Reassignment, Section 5, C.4.a., "Reassignment Within an Installation of Employees Excess to the Needs of a Section" of the National Agreement, the following assignments shall comprise a section:

1. The Collection Section.
2. Any Carrier Station or Branch.

ARTICLE 13 - ASSIGNMENTS OF ILL OR INJURED

Section 1: Light Duty Assignments

A. Light Duty Assignments

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

B. Identification of Light-Duty Assignments

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Light-duty assignments are defined as any available work which the employee is physically able to perform as determined by a licensed Physician or Chiropractor.

ARTICLE 14 - SAFETY AND HEALTH

Section 1: Guidelines for Curtailment or Termination of Postal Operations

In the event of civil disorders and other emergencies, Management in consultation with the NALC Steward, when time permits, will determine whether conditions are such that Postal operations should be curtailed or terminated, taking into account the needs of the service, on orders and advice of local civil authorities, and consideration of the welfare of Postal employees. Management will notify the unit NALC Steward present of that determination, and the Local President will also be notified.

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 Special Delivery, Parcel Post, Express Mail and Collections.

Letter Carriers will make every attempt to provide service to Customers except where obvious hazards are present or where the Customer has failed to provide a safe path to the box.

Section 2: Vehicle Safety

No vehicle will be assigned to a Carrier unless it can be reasonably 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.

Section 3: Assignment of Vehicles

The employer will make a reasonable effort to assign the same vehicle to the same full-time route each day if operational requirements permit. Management may interchange vehicles to equalize mileage and to reflect the mail volume for the various routes.

ARTICLE 17 – REPRESENTATION

Section 1: Labor/Management Committee

A. Labor/Management Committee

Meetings of the City Labor/Management Committee shall be held at least quarterly at a mutually agreeable date and time. Except for unusual situations, these meetings shall adjourn in not more than two hours, unless rescheduled by mutual consent of the parties.

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Station Labor/Management meetings may be scheduled as needed.

B. Agendas

Agendas may be submitted in advance. They will be exchanged no later than the beginning of the meeting.

C. Christmas

The Labor/Management meeting in November will be the Christmas meeting unless otherwise mutually scheduled by the parties.

D. Minutes

Minutes of the Labor/Management meetings may be kept by either party.

E. Steward Identification

The Steward of each unit may wear identification such as a pocket type badge which identifies them by name, and as the Steward, while in the office.

ARTICLE 20 - PARKING

Section 19

Employee Parking

Undesignated employee parking spaces shall be filled on a first-come, first-serve basis at the Main Post Office. Whenever it is necessary for an officer of the Branch to visit the Main Post Office for the purpose of conducting official business with local Postal Service Officials, arrangements will be made for the officer to park his/her vehicle on Postal Service property. There will be at least one reserved twenty-four (24) hour parking space for the NALC.

ARTICLE 41 - LETTER CARRIER CRAFT

Section 1: Seniority and Posting

A. Method of Posting

1. Carrier vacancies will be posted on the third Friday of each Accounting Period through the medium of the HRIS Route Vacancy Notice and each posting will remain posted for a period of ten (10) days, and close on the 1st Monday at 0900 of each AP. bids will be awarded on the 1st Sunday at 21:59, except when Monday is a holiday then they will be awarded on Tuesday. Employee will be placed in their successful bid position on Saturday, the 1st day of the Pay Period following the award notice.

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Employees can withdraw their bid in writing to the Personnel Office up to 0900 the day of closing.

The scheduled posting of vacancies that occur other than the above cycle shall be negotiated with the Branch 82 President or their designee.

2. The announcement will state whether the route that is posted is a business route, residential route or mixed business and residential route. The type of delivery will be notated in the comment section of the posting in accordance with the M-39. Types of delivery are foot route, curblane/motorized, bicycle, park and loop or dismount. If the route is a combination of Parcel Post and Collection, it should state the hours of the different types of work at the time of posting.

3. The President and the Secretary of the Branch shall be sent the Portland District Direct Line, Personnel Order, Carrier Vacancy Notice, Carrier Award Notice, Seniority Roster, and On-Rolls Complement Reports. The Branch President will be provided a copy of the Bidding Cycle Dates for the calendar year in advance. The NALC will be provided a productivity report on an AP basis.

4. Carriers may submit bids through computerized bidding currently available at Uwww.liteblue.usps.gov or via phone bidding at 1-877-477-3273, option 2 or TTD?TTY 1-800-265-7208 (this information is subject to change). Any bidding will be done off the clock.

B. Successful Bidder

T-6 Carriers will normally carry all routes on their string in the established rotation, except that T-6 Carriers may agree to carry another route on their string.

C. Change of Duties

"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."

A unit is defined as a section as per Article 12, LMOU, with in-section bidding.

D. Change of Territory

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.

E. Change of Starting Time

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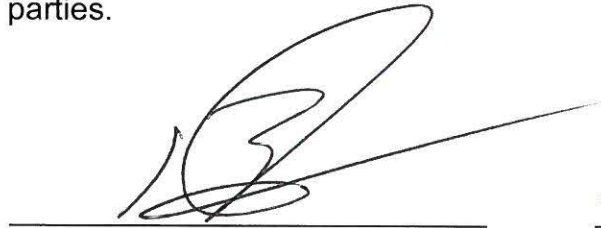
Whether a letter Carrier's route shall be reposted due to a change in the starting time of more than one hour shall be at the option of the Carrier affected. The changes in starting times are not accumulative.

F. Posting and Awarding of Temporary 5-Day Vacant Assignments

Full-time reserve letter carriers, full-time flexible schedule letter carriers, unassigned full-time carriers, part-time flexible 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. 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 in cases where the vacancy becomes available on Wednesday, or later, of the service week preceding the vacancy.

ARTICLE 43 – DURATION

This Memorandum of Understanding shall continue in full force and effect for the duration of the 2019 - 2023 National Agreement and shall be extended, in full force and effect, to the close of any subsequent period of Local Negotiations as established by the parties.

A large, stylized black ink signature of Scott Manier, featuring a prominent loop and a long horizontal stroke extending to the right.

Scott Manier
Postmaster
Portland, Oregon 97208-9998

A blue ink signature of David Norton, written in a cursive style with a large initial 'D' and a long horizontal stroke.

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