

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

BEAVERTON POST OFFICE
UNITED STATES POSTAL SERVICE
BEAVERTON, OREGON 97005

SEPTEMBER 20, 2019 – MAY 20, 2023

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Article 8: HOURS OF WORK

Section A: Scheduled Day-off (Article 30, Section B.2)

1. The regular work week for regular carriers at the Beaverton Post Office shall consist of five rotating work days, a fixed non-scheduled day of Sunday and one rotating non-scheduled day.
2. When a regular 8 hour assignment which includes a combination of other carrier duties such as collections, parcel post and router is established, a sub-section to this article relating to the scheduled days-off of the positions will be negotiated by the parties of this agreement prior to implementation.
3. PTR Collection assignments shall have fixed Saturday/Sunday nonscheduled days off.
4. Additional fixed days off for individual regular assignments may be established, if mutually agreed upon by the Postmaster of Beaverton and NALC Branch President.

Section B: Wash-Up Time (Article 30, Section B.1)

Carriers will be granted a reasonable wash-up time after performing dirty work.

Section C: Overtime Desired Lists (Article 30, Section 8.14)

1. One (1) overtime list will be utilized for each of the Beaverton MOU, Aloha Branch and Evergreen DCU offices.

PTR carriers assigned to Collection duties will normally only work additional hours in collections.

Article 10: LEAVE

Section A: Duration of Leave Year (Article 30, section B.5)

The duration of the leave year shall be defined as the entire Postal Leave year.

Section B: Method of Notification (Article 30, section B.11)

Leave charts will be posted by November 1st of each year, showing available leave slots for the new leave year.

Section C: Leave sign-up (Article 30, section B.4)

1. Beaverton MOU will sign up by office, Aloha Branch will sign up by office.

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2. Evergreen DCU will have two sign-ups. One sign-up for carriers assigned to 97006 & 97003 and one sign-up for 97229. PTF and CCA carriers will be assigned to equalize the number of employees assigned to each leave sign-up.
3. The vacation sign-up chart will be administered by the NALC during the sign-up period. The NALC will select one coordinator and one alternate to administer the sign-up chart in each unit. Vacation sign-up will be by seniority or relative standing. Each employee will receive notification of the date the employee has to sign up for scheduled leave at least one (1) week prior to the beginning of the sign-up period. This will be the only notice given to any employee for their sign-up period. If an employee fails to indicate their choice by the date on their notice, they will be by-passed and may sign after that date by seniority; however, the junior employee who signed up in the interim will not be required to relinquish the periods they have selected.
4. 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.
 - A. Based upon relative standing CCA carriers will be allowed to sign up for one (1) week at the conclusion of the first sign-up.
 - B. Based upon relative standing CCA carriers will be allowed to sign up for one (1) week at the conclusion of the second sign-up.

Section D: Notice of Approved Leave (Article 30, section 8.10)

After the leave charts have been completed, a copy shall be posted for the duration of the leave year. The posting of the completed leave charts will constitute official notice to each employee of the approved leave. Carriers are expected to complete and submit their form 3971 s as soon as possible after the posting of the vacation schedule.

Section E: Expanded Leave Program (Article 30, section B.4)

The entire leave year will be considered Choice for the purpose of vacation sign-up.

1. During the time period including the third full week of May through the week following the second full week of October, 12.5% of the career letter carriers assigned to each leave sign-up location as of the end of Pay Period 22 of the year preceding the leave year will be allowed to sign for vacation in each week. A fraction of .5% or higher will go to the next whole number. In addition, a mutually agreed upon week of Spring Break and Thanksgiving week will be included at the 12.5% leave rate.
2. During the time period including the third full week of October through the 48th week of the leave year, 9.5% of the career letter carriers assigned to each leave

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sign-up location as of the end of Pay Period 22 of the year preceding the leave year will be allowed to sign for vacation in each week. A fraction of .5% or higher will go to the next whole number.

3. During the time period including the 49th week of the leave year through the last week of the leave year, three vacation leave slots will be available each week for each leave sign-up location.

Section F: Vacation Leave Sign-up Procedures (Article 30, section B.5, B.7, B.9, B.12)

First Round:

1. 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.
2. 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.
3. As a special circumstance, during the time period starting the first full week of the leave year through the second full week of May, carriers may sign for their earned balance from the current leave year in one continuous block. Carriers exercising this option are not eligible for the second round, but are eligible for the third round.

Second Round:

During the second leave sign-up go around, carriers will be allowed to sign-up for their remaining earned leave balance, if any.

Third Round:

There will be a third round for carriers to sign up for their accrued leave carried over from the preceding leave year in units of not less than one (1) week.

Section G: Unit of Scheduled Leave (Article 30, section 8.4 and 8.7)

Scheduled annual leave must be chosen in units of not less than a calendar week.

Section H: Beginning Day of Leave Week (Article 30, section B.6)

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

Section I: National Delegates (Article 30, section B.8, 8.20)

1. Management will make a concerted effort to maximize delegates leave during the days of National Convention based on management's decision of the needs of the Postal Service.

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2. One (1) delegate from each annual leave sign-up board for National Conventions shall be in excess of Section 10.E of this LMOU.

Section J: State Delegates (Article 30, section B.8, B.20)

1. Management will make a concerted effort to maximize delegates leave during the days of State and Regional Assemblies based on management's decision of the needs of the Postal Service.
2. One (1) delegate, from each annual leave sign-up board for State Conventions shall be in excess of Section 10.E of this LMOU.

Section K: Vacated Leave (Article 30, section B.4)

1. Leave slots signed for by a carrier will be vacated if that carrier leaves the Beaverton Post Office carrier craft rolls. All vacated slots will be posted for ten (10) days. If management determines the leave will not adversely affect operations, it will be granted on a seniority basis beginning with those junior to the carrier vacating the leave. If there is not adequate time for a ten (10) day posting the slot will not be considered vacated.
2. In the event a carrier changes duty stations within the Beaverton Installation after having signed for annual leave, the carrier will take their assigned annual leave periods to the new station. The periods at the former station shall not be posted.
3. Carriers may withdraw from signed for sign-up slots for special reasons or to sign for vacated sign-up slots. They must notify supervision as soon as practicable. The vacated period will then be posted for 10 days or less. If circumstances do not permit at least a 5 day posting, the slot will not be considered available for bidding. The leave will be granted on the basis of seniority beginning with those junior to the carrier vacating the period.

Section L: Other Annual Leave Requests (Article 30, section B.4 and B.12)

Requests for annual leave other than scheduled leave shall be made on a PS Form 3971 submitted not more than thirty (30) days prior to the date(s) requested. Awarding of the leave shall be on a first come, first served basis after considering the needs of the service. Management will provide the employee with an answer to their request no later than three (3) days prior to the start of the requested leave.

Section M: Leave Documentation (Article 30, section B.1 0)

PS Form 3971 will be submitted for all leave scheduled or unscheduled, before the carrier goes on leave except for documented emergency leave. Documentation for Emergency Leave will be provided upon return to work or as soon as practicable.

Section N: Jury Duty (Article 30, section B.8)

Any employee who is called for jury duty during their scheduled leave is eligible for another equivalent period during the available leave year.

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Section O: Days-off In Conjunction (Article 30, section B.4 and B.21)

Carriers will not be required to work their non-scheduled days that are in conjunction with approved annual leave.

Section P: Trades (Article 30, section B.4 and B.21)

Trading of vacation periods will be allowed under the following conditions:

- 1) All affected employees, between the senior carrier and the junior carrier wishing to trade, must concur, by signature, including any affected vacation relief carrier.
- 2) All concurrence will be gained off the clock.
- 3) The trade cannot violate the National Agreement.
- 4) Meeting of the above conditions constitutes approval of the trade and the vacation posting will be changed to reflect the approved trade.
- 5) The local steward and station manager will be notified upon completion of the trade:

Article 11: Holiday Schedule

Section A: Holiday Lists (Article 30, section 8.13)

A list will be posted for each holiday period so that carriers may indicate their desire to work on their holiday or their designated holiday or their nonscheduled work day.

Section B: Employee Selection (Article 30, section 8.13)

If selecting employees to work on holiday periods, the following priorities will be followed:

1. Part-time employees with flexible schedules, even if overtime is necessary.
2. Full-time and Part-time regular employees who have volunteered to work on the holiday or their designated holiday. Selection shall be made on the basis of seniority.
3. City Carrier Associates (CCAs)
4. Full-time and Part-time regular employees who have volunteered to work on their non-scheduled day which is not their holiday. Selection shall be made on the basis of seniority.
5. Full-time and Part-time regular employees who have not volunteered to work

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on their holiday or designated holiday. Selection shall be made by juniority on a rotating basis.

6. Full-time and Part-time regular employees who have not volunteered to work on their non-scheduled day. Selection shall be by juniority on a rotating basis.

Section C: Days off in Conjunction (Article 30, Section B.13 and 8.21)

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.

Article 13: Light Duty Assignments (Article 30, Section 8.15, 8.16, 8.17)

If a carrier is unable to physically perform their regular assignment, certified by a doctor or chiropractor, management will give the greatest consideration to the employee's request when determining the availability for light duty work.

Article 14: Safety and Health

Section A: Curtailment of Operations (Article 30, section 8.3)

In the event of hazardous weather conditions or other emergencies, Management will determine whether conditions are such that Postal Operations should be curtailed or terminated, taking into account the welfare of Postal employees, advice of local civil authorities, and the needs of the service. Management will immediately notify the unit NALC Steward of that determination.

Section B: Vehicle Safety (Article 30, section 8.21)

1. No vehicle will be assigned to a Carrier unless it can reasonably be expected to conform to recognized safety standards. While it is the carrier's responsibility to keep the vehicle free of debris or personal gear, it is the employer's responsibility that vehicles be maintained in an acceptable state of cleanliness.

ARTICLE 17: Representation

Section A: Meetings (Article 30, section 8.21)

1. A Joint Labor/Management Meeting between the Postmaster of Beaverton, or their designee and the Branch 82 President of the NALC or their designee will be held quarterly with NALC Stewards from each station in attendance. These meetings will be held on a day mutually agreeable or canceled if not needed.
2. Unit Leadership meetings will be held monthly at a mutually agreed upon time.
3. Minutes (for either Labor/Management or Unit Leadership meetings) may be kept and posted at the option of either party. Formal agreements reached will be signed by both parties and maintained by the parties.

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Section B Telephones (Article 30, section 8.21)

Upon request, NALC Stewards shall have the right to use the Post Office telephones while conducting official Union duties. A reasonable time and duration will be agreed upon. This request shall not be unreasonably denied. Toll calls placed by the Union are to be paid for by the Union.

Article 20: Employee Parking (Article 30, section 8.19)

In the event that employee parking becomes available or in any way creates a problem at any office the method of assigning available designated spaces shall be done by office seniority.

Article 41: Letter Carrier Craft

Section A: Posting (Article 41, section 1.A.3) (Article 30, section 8.21)

- 1) Posting and bidding for duty assignments shall be installation wide.
- 2) Opting for five (5) day vacancies or longer shall be by delivery unit.

Section B: Method of Posting (Article 41, section 1.8.3) (Article 30, section 8.21)

The notice inviting bids for duty assignments shall remain posted for ten (10) calendar days. The NALC Steward in each unit shall be provided a copy of the notice no later than the end of the first day posted.

Section C: Placement in Assignment (Article 30, section 8.22)

The senior qualified applicant for a vacant assignment shall be placed in the new assignment according to the provisions of Article 41.C.2 of the National Agreement.

Section D: Assignment of Successful Bidder (Article 30, section 8.21)

The successful bidder to a posted duty assignment shall be placed in their new assignment at least five (5) working days before the bidding period closes on their former duty assignment. No payment of out of schedule pay is required when this provision is used to place an employee as a result of a successful bid and award. Copies of the notice to bid and the notice of award will be provided to the local union.

Section E: Change of Territory or Begin and End Tour (Article 30, section B.21)

- 1) In the event that at least 51 % of a route is affected in a route adjustment, the regular carrier of the route being affected will have his/her choice of the two routes. This shall not be considered as a "bid" under the terms of the National Agreement.
- 2) Whether a letter carrier's route shall be posted due to a change in the starting time of more than one (1) hour will be at the option of the carrier affected. Changes in starting time will only be done with a ten (10) day notice to the carrier.

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Section F: Q-2 Carriers (Article 30, section 8.21)

Q-2 carriers will normally carry all routes on their string in the established rotation unless there are emergencies requiring temporary change or the carrier agrees to carry another route.

Section G: Seniority (Article 30, section 8.22)

Regarding full-time reserve carriers, unassigned full-time carriers, part-time flexible carriers and City Carrier Assistants, when opting for temporary vacancies of five (5) days or more the following applies:

- 1) Vacancies of anticipated duration of five (5) days or longer due to AL, SL, etc., will be posted by the Wednesday preceding the week of scheduling, and will remain posted through the Tuesday in the week preceding the vacancy.
- 2) 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 in the order of their preference. The assignment will be awarded on the basis of seniority or relative standing and will be worked for the duration of the vacancy.
 - a. All reserves, PTF carriers and CCAs assigned to Evergreen DCU may opt in any of the three (3) zones.
- 3) Those carriers failing to exercise their opting rights on vacant assignments may be arbitrarily assigned by management. However, if arbitrarily assigned, they shall be able to exercise their opting rights on the next posting of vacant assignments.
 - a. All reserves and PTF carriers assigned to Evergreen DCU not opting may be assigned to vacancies in either zone.
- 4) Assignments shall be shown on a schedule sheet posted in the usual and customary place by the Wednesday preceding the service week of the assignment, except for weeks preceding a holiday. Article 11.6.A holiday schedules shall be posted as of the Tuesday preceding the service week in which the holiday falls.

Section H: Change of Assignments (Article 41, section 3.0 and Article 30, Section B.18)

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 station as a result of, but not limited to, route adjustments, highway, housing projects, all routes and full-time duty assignments at that station 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 within the affected station.

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Section I: Carrier Delivery Units (Article 30, section B.18)

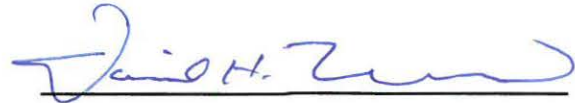
1. PTF carriers covered by the Beaverton LMOU are assigned by station, Beaverton MOU, Aloha Branch and Evergreen DCU, not by zone
2. In the event the Beaverton Post Office is split beyond the current three (3) stations, the designation of sections will be mutually agreed to in a Labor Management meeting at that time.

This Memorandum of Understanding is entered on the date of signature at Beaverton, 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.

IN WITNESS WHEREOF:



Michele Grigorioff
Manager, Labor Relations
For Beaverton Post Office
Beaverton OR 97005



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