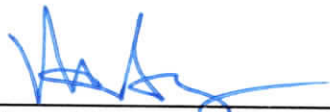


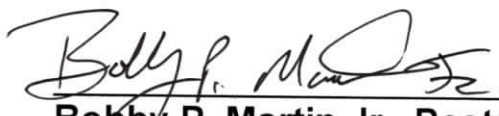
MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into on 5/24/2021, at Greeley, CO, between the representative of the U.S. Postal Service, and the designated agent of the union signatory to the National Agreement, National Association of Letter Carriers, Branch 324 pursuant to the Local Implementation on the Provision of the 2019 National Agreement. This **Memorandum of Understanding** constitutes the agreement on the matters relating to the local conditions of employment.

This Local Memorandum of Understanding shall be in full force and effect until midnight May 20th, 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.



Richard Byrne, President
NALC Branch 324



Bobby P. Martin Jr., Postmaster
USPS, Greeley, CO

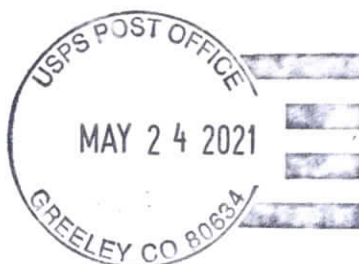


TABLE OF CONTENTS

ARTICLE 8

Carrier Technician Program
Wash-up Periods

ARTICLE 10

Leave
Curtailment of Operations
Beginning Day of Vacation Period
Conventions

ARTICLE 11

Holiday Scheduling

ARTICLE 13

Assignment of Ill or Injured Employees
Limited Duty Employees

ARTICLE 14

Safety and Health

ARTICLE 17

Representation

ARTICLE 20

Parking

ARTICLE 41

Posting
Miscellaneous

ARTICLE 8

CARRIER TECHNICIAN PROGRAM

1. Carrier Technicians will normally stay on his/her scheduled route and maintain, as near as possible, the same schedule as does the regular carrier.
2. A carrier technician will work the duty assignment as bid (normal sequence of routes) unless:

the regular carrier is an ODL carrier and is scheduled back to work their non-scheduled day, the ODL carrier will be offered to carry their regularly assigned route only if the carrier technician agrees to move to another open route on their string. If the carrier technician declines to move to another route on the string or there is no open route on the carrier technician string, the ODL carrier shall be placed on any route that is open and not protected by opting rights under Article 41 for reserve letter carriers, full-time flexible carriers, unassigned letter carriers, part-time flexible carriers and city carrier assistants.

WASH-UP PERIODS

The installation head shall grant reasonable wash-time to those who perform dirty work or work with toxic materials, in accordance with Article 8.9 of the 2019 National Agreement.

ESTABLISHMENT OF REGULAR WORK WEEK

The work week will be established in accordance with Article 8, Section 1 of the 2019 National Agreement. The work scheduled will be established in accordance with Article 8, Section 2 of the 2019 National Agreement.

OVERTIME DESIRED LIST

An overtime desired list shall be established for each individual station as follows:

- Greeley Main Office
- Greeley Downtown Station

ARTICLE 10

CURTAILMENT OF OPERATIONS

Letter carriers shall not be required to attempt delivery during periods of inclement weather of such severity that civil authorities (e.g., city mayors, state highway police authorities, state highway administrative authorities, etc.) consider road travel hazardous and have advised the public (by radio, television, or other media) not to travel public streets or highways.

Management will make every reasonable effort to notify the Union president or designee of this decision and will seek input on its implementation when possible.

Management will notify the employees at the earliest possible time of curtailment or termination of Postal Operations. Available public media such as TV and radio will make such notifications.

Local management will be responsible for the recall of carriers on the street should this become necessary.

If curtailment of operations has been issued at the Post Office and conditions are worsening or deteriorating, carrier's safety should be a priority to the extent of getting them home safely.

LEAVE

1. Annual Leave

A. Sign Up

1. Calendar Committee will be designated by the President of Branch #324. The committee will be comprised of one primary carrier and up to two alternate carriers, who shall act on behalf of the primary in their absence. Any union official may also act on behalf of any calendar committee member if none are available.

2. Article 10 of the LMOU refers to employees in the carrier craft assigned to a detail or other capacity and "letter carriers" throughout this section on annual leave. The term "carriers" and "letter carriers" shall include both full-time letter carriers, part-time flexible carriers and city carrier assistants. The term "seniority" shall also apply to a CCAs "relative standing" throughout Article 10 of this LMOU.

3. Seniority will prevail in the sign up for vacation. Carriers will sign for vacation in the order in which their names appear on the seniority roster. This roster is located at a convenient location. Carriers will be NOTIFIED with a schedule of their sign-up times. Bidding for the following year will begin on November 1st, or as soon as practicable, as decided by the vacation calendar committee.

4. Each carrier will have one day (for example 9 am to 9 am) to turn in to the vacation committee, in writing, the time he/she wants for vacation. Note: Each round of sign up will be executed as fast as possible, 2-5-10 carriers a day as determined by the committee. Vacation MUST be signed for, the

first two rounds, in continuous periods of full weeks beginning on Monday, three weeks (without special permission) is the maximum continuous time allowed to bid in one round.

5. ANY carrier failing to bid in the allotted time stands the risk of the next carrier below him/her of signing ahead of him/her.

6. After the TWO rounds of the calendar, there will be no guarantee of Full Weeks having priority over days...If one or more day of a week is filled with allotted number, no other vacation will be allowed, on that or those days, without approval of carrier supervisor.

7. Prime time given up by any carrier may be taken by another carrier providing that there is not another carrier signed in for that date. If so, that carrier will move up.

8. When the carrier's choice of vacation has been selected, he/she will write the dates he/she wishes and his/her name on a slip of paper and give to one of the annual leave committee members. The slip that each carrier fills out will be given to one of the carriers on the vacation calendar committee. THE COMMITTEE MEMBERS ALONG WITH UNION OFFICIALS ARE THE ONLY ONES THAT ENTER VACATION CHOICES ON THE CALENDAR.

9. VACATION CALENDAR DOES NOT LEAVE THE POST OFFICE AT ANY TIME.

10. The Committee will present to management, any change in the calendar by 10AM on Tuesday, BEFORE the schedule is made.

11. After a carrier has indicated his/her choice, no change will be allowed WITHOUT approval by the committee. This should eliminate any misunderstanding when cancellations occur.

12. Carriers can relinquish annual leave up to 48 hours before the signed leave date. This **MUST** be done no later than the first hour of the beginning of their tour 48 hours prior to the leave date and the next carrier in line will be given the opportunity for the leave slot for that date. This 48-hour rule does not apply to holiday scheduling situations- during holiday scheduling, carriers must relinquish their leave by 10am on the Tuesday prior to the schedule being posted. Any carrier wishing to modify their leave for the week of a holiday schedule must do so by 10am on the Tuesday prior to the schedule being posted. This schedule is for calendar days and Sundays are not excluded in the 48-hour timeline.

Example: A carrier chooses to relinquish annual leave for June 5th. That carrier begins their tour at 8am and must have their slip turned into the calendar committee no later than the first hour on June 3rd.

Example: A carrier chooses to relinquish 2 hours of annual leave in the afternoon for June 5th. That carrier begins their tour at 8am and must have their slip turned into the calendar committee no later than the first hour on June 3rd.

Carriers **MUST** take the annual leave amount signed up for on the annual leave calendar within a fifteen (15) minute variance.

13. Each carrier will have one (1) choice each round. After two (2) complete rounds of the roster list, a third (3rd) or open period will exist. Carriers can only sign up for 5 (five) single days in the third round. Remaining leave slots not bid after the bidding process has been completed will remain available for subsequent employee requests up to the authorized percentage off in each office throughout the calendar year.

14. Prime time will be all leave year – same number off at all times except as listed below in Sections 14 A and 14 B. Bidding will be by bid/assigned unit; i.e. Main Post Office/Downtown Station. Thirteen (13%) of the staffed employees will be allowed off during prime time and other so designated times. Those employees on Military Leave are excluded from the annual leave percentage. Carriers shall be allowed to sign up during the month of December.

- A. *Only four (4) carriers will be allowed off on annual leave the day following a holiday at each office within the installation on each annual leave calendar.*
- B. *The 13% of employees allowed off does not apply for the period of December 1st – 24th. However, from December 1st – 24th one (1) carrier will be allowed off on each annual leave calendar at each office within the installation. The Greeley Main Office and Downtown Station will be allowed a second carrier off on each annual leave calendar within the installation at each office if the individual office is at full complement of CCAs during the period of December 1st – 24th. **The period of December 1st – 24th will start with the third (3rd) round of bidding and after except for the week including Christmas which can be bid in the first two rounds.** Any other carrier on the annual leave calendar above the one (1 or 2) approved slot(s) will be at the discretion of management between December 1st – 24th.*
- C. *CCAs will be counted at 50% of the CCA compliment towards the 13% of carriers off on annual leave at each office and each calendar within the installation.*
- D. *In those instances where computing the percent does not result in a whole number, and the fractional result is 0.5 or higher the next whole number shall be considered the correct figure - e.g., 2.5 and above would become 3 employees.*

15. During the periods when 13% of the carriers are allowed off, a carrier may enter their name in the fifth place or lower, and take his/her chances of moving up if a vacancy occurs. The vacation committee will have the responsibility of moving each carrier up in proper order if a vacancy does occur. Seniority does not prevail in this procedure.

16. A carrier absent from work when his/her sign up occurs, will be notified by the committee if possible. When he/she returns, he/she **MUST** fill out a slip verifying the choice he/she made. If a carrier knows they will be gone at this sign-up time, he/she will make arrangements for his/her name to be entered when his/her sign up time is due.

17. Carrier Supervisor MAY grant any carrier leave who is signed over allowed number off on the annual leave calendar. The supervisor **MUST** follow the proper order of names already listed on the calendar. If no additional names are on the annual leave calendar, those desiring to take annual leave will be done on a seniority basis and the carrier **MUST** take annual leave and have the available annual leave balance.

18. The committee be allowed up to ten (10) hours of assistance as needed for calendar maintenance and updates.
19. The installation head or designee shall meet with the representatives of the union to review local service needs as soon after October 1 as practical.
20. Carriers desiring to give up a portion of a bid vacation week may do so but must retain three (3) consecutive days of each vacation week of prime-time week bids. Three (3) consecutive days do not have to be full days. Non-scheduled day is included in vacation week. The first two rounds will be listed in red ink on the calendar.
21. Carriers shall be allowed to cancel out partial days of vacation that they have signed up for during the first three (3) sign up periods.
22. Carriers will complete a PS Form 3971 prior to taking their Annual Leave and provide a copy to their immediate supervisor. A copy of each delivery units leave calendar will be posted, and updated as changes occur, at the unit when completed.
23. A notice shall be posted not later than January 1st notifying the employees of the beginning of the new year.
24. Annual leave approved to attend union activities prior to the granting of choice vacation period will be counted in the percentage provided for in this memorandum.
25. Pursuant to Article 10, Section 10.3F of the 2019 National Agreement, an employee who is called for jury duty during the employee's scheduled vacation period or who attends a National, State or Regional Convention (Assembly) during the choice vacation period is eligible for another period provided this does not deprive any other employee of first choice for scheduled vacation and does not interfere with the needs of the service. The leave for National & State conventions, along with National, State and Regional assemblies and trainings shall be reserved to insure the delegates may be granted leave in accordance with Article 24, Section 2.B of the 2019 National Agreement.
26. The calendar committee will do a bi-annual review in June and October of each year to determine the proper annual leave balances for those carriers on the calendar. This calendar is only for annual leave. If a carrier doesn't have the proper annual leave to be on the calendar, he/she must cancel their annual leave to allow for other carriers to sign up for those slots. The carrier required to cancel due to no annual leave will be given reasonable time to cancel the leave by the calendar committee but no more than three calendar days. If the carrier refuses and/or fails to cancel the leave within a reasonable time after documentation has been provided to the carrier, the calendar committee will be forced to cancel the leave starting at the end of the leave year. The calendar committee will only, if needed, cancel the amount of annual leave to match up the annual leave balance with the hours on the calendar.
27. Carriers may enter their name in the fifth place or lower, and take his/her chances of moving up if a vacancy occurs. The carrier **MUST** have the leave balance available (or shall have accrued it by the leave date) to be on the calendar. The vacation committee will have the responsibility of moving each carrier up in proper order if a vacancy does occur. Seniority does not prevail in this

NALC  USPS 

procedure.

28. Granting leave under this agreement must be contingent upon the employee having a sufficient leave balance when leave is taken. If the carrier does not have sufficient annual leave, the carrier **MUST** cancel the leave on the annual leave calendar.

29. Carriers desiring to take annual leave in conjunction with a holiday/designated holiday must take at least four (4) hours of annual leave in conjunction with the holiday in order to be protected from being scheduled to work the holiday schedule under Article 11.

30. The number of letter carriers off on annual leave for the next calendar year will be calculated based on the number of employees as of November 1st in each office. This calculation will be done annually at each office as close to November 1st at possible.

31. Carrier's annual leave shall be honored on the annual leave calendar when getting a successful bid to another route within the installation. The carrier's annual leave shall remain on the losing office annual leave calendar, but the annual leave shall be approved if within the percentage of employees allowed off on the annual leave calendar.

ARTICLE 11

HOLIDAY WORK

This order will be used for holiday scheduling. This pecking order shall be used for designated holidays as well as actual holiday schedules.

1) All full-time regular, full-time flexible, part-time flexible and part-time regular employees who possess the necessary skills and have volunteered to work on their holiday or their designated holiday—by seniority.

2) CCA's (City Carrier Assistants) with the necessary skills within contractual limits.

3) All full-time regular, full-time flexible, part-time flexible and part-time regular employees who possess the necessary skills and have volunteered to work on their non-scheduled day—by seniority.

4) Full-time regular, full-time flexible, part-time flexible and part-time regular employees who possess the necessary skills and **have not** volunteered on what would otherwise be their holiday or designated holiday—by inverse seniority.

5) Full-time regular, full-time flexible, part-time flexible and part-time regular employees who possess the necessary skills and **have not** volunteered on what would otherwise be their non-scheduled day—by inverse seniority.

If the regular carrier is scheduled back to work their non-scheduled day, the carrier will be offered to carry their regularly assigned route only if the carrier technician agrees to move to another open route on their string. If the carrier technician declines to move to another route on the string or there is no open route on the carrier technician string, the carrier scheduled back shall be placed on any route

that is open and not protected by opting rights under Article 41 for reserve letter carriers, full-time flexible carriers, unassigned regular carriers, part-time flexible carriers and city carrier assistants.

If the regular carrier is scheduled back to work their designated holiday, the carrier will carry their regularly assigned unless it the route is protected by opting rights under Article 41 for reserve letter carriers, full-time flexible carriers, unassigned regular carriers, part-time flexible carriers and city carrier assistants.

ARTICLE 13

ASSIGNMENT OF ILL OR INJURED EMPLOYEES

A. Light Duty

1. Providing he/she is physically able, the regular carrier assigned to light duty shall perform on his/her own route, on his/her scheduled days of employment, the casing of mail for same day delivery, strap out of such mail cased, prepare necessary relays. Upon completion of these duties, the carrier shall report to the supervisor for other light duty assignments as may be required, such assignments will depend upon the physical capabilities of the employee, and will not result in increased costs to the Postal Service.

B. Suggested Light Duties:

1. Office Work: labeling cases, assisting supervision in handling inquiries, paperwork, assisting civil service work, assist with inquiries at windows. Field Work: serving auxiliary mounted routes, assisting postal representatives in contacting customers, training new employees in learning routes, making evening collections.

C. Limited Duty

This item is to be administered in accordance with Article 13 of the 2019 National Agreement.

ARTICLE 14

SAFETY AND HEALTH

A. Safety and Healthful Conditions.

1. The workroom and washroom areas will be lighted, ventilated, and heated, in the best manner possible, consistent with the source of heat, ventilation, and light available. Drinking receptacles will be kept clean, and washrooms will be kept in good repair in a clean, dry and sanitary condition.
2. Candle power should be no less than that which is considered appropriate under M.S.C. Safety Office instructions. Light meter tests shall be permitted upon request, and at such times as an employee feels his/her assignment station is not properly lighted.

NALC  USPS 

3. Employees shall not smoke, use any type of vaping device, and/or use any smokeless tobacco products in any postal vehicle.

ARTICLE 17

REPRESENTATION

A Labor/Management meeting will be scheduled monthly. The monthly meeting will be scheduled for the second Tuesday of each month. If it is a holiday week, the meeting will be moved to the third Tuesday of the month. Certain circumstances may warrant a meeting being held prior to or after the monthly scheduled meeting. This may be requested by either party, with an agenda submitted prior to the meeting. If there is an emergency situation where one of the parties may not be able to attend, a waiver can be requested that must be jointly signed by both parties to extend the meeting. There must be at least 8 meetings annually.

ARTICLE 20

PARKING

Management will provide adequate parking spaces at the Greeley Main Office for all city carriers in the parking lot (by seniority basis) and will ensure that the parking lot is kept clean in the winter.

ARTICLE 41

POSTING

Section 1

A. Route Bidding

1. Carriers desiring to apply for a posted route shall make their application as follows:

- Step 1 - online with the bidding process
(If Step 1 doesn't work – proceed to Step 2)
- Step 2 - calling the toll-free phone number to Human Resources provided by the supervisor in charge of the unit using the Interactive Voice Recognition System
(If Step 2 doesn't work – proceed to Step 3)
- Step 3 - in writing locally (*bid form*) and shall also show evidence that the above items didn't allow the carrier to place their bid. The carrier will round date the bid card and a supervisor will initial the bid card that it was received. If a steward is available, the steward will also initial the bid card.

When a vacancy occurs, the job will not be posted without discussion with the steward of the carrier craft in each office. The length of posting a bid shall be ten (10) days.

2. Regular work week for carriers will be on a rotating non-scheduled day schedule.

B. Spirit and Intent

1. In all assignments and matters concerning rights of employees, the spirit and intent of seniority shall prevail.

C. Posting

1. No route will be posted for bid due to a change in starting time except when there is a change of one hour or more.

Opting on Temporary Vacancies.

Article 41.2.B.3, 41.2.B.4 and 41.2.B.5 provide a special procedure for exercising seniority in filling temporary vacancies in full-time duty assignments. This procedure, called "opting," allows carriers to "hold down" vacant duty assignments of regular carriers who are on leave or otherwise unavailable to work for five or more days.

Full-time reserve, full-time flexibles and unassigned full-time letter carriers, part-time flexibles and city carrier assistants may opt on vacancies of fewer than five days where there is an established local past practice.

The annual leave calendar shall be considered the normal posting for available opts in the installation.

Opts will consist of an assignment for 40 hours or 32 hours including a holiday.

Opts will not be accepted by management more than 21 days prior to the start of the opt.

Eligibility for opting.

Full-time reserve letter carriers, full-time flexible schedule letter carriers, unassigned full-time carriers may all opt for hold-down assignments in their immediate work area. Part-time flexible carriers & city carrier assistants may all opt for hold-down assignments throughout the entire installation.

Full-time reserve letter carriers, full-time flexible schedule letter carriers, unassigned full-time carriers, part-time flexible carriers & city carrier assistants must have their opting requests submitted to management no later than 10 am every Tuesday to be considered for an opt if he/she isn't currently on an opt that will carryover into the dates of the new opt.

When a vacant duty assignment occurs before the new schedule is posted, management **MUST** post the available opts for a 48-hour period to allow notification to all employees. Employees will have until the end of business on the second day to opt once the 48-hour notice is posted. The opt will take effect on the morning following the 48-hour posting period.

The 48-hour posting requirement is not for the normal posting of opts. This section is for special circumstances when carriers become possibly injured due to a traumatic injury or are off work due to an unexpected circumstance.

ARTICLE 41

LETTER CARRIER CRAFT

SECTION 3

MISCELLANEOUS PROVISIONS

PARAGRAPH "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 the Greeley Installation 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 the posting procedures in this Article.