

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into on 5/21/2021, at Fort Morgan, 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 entire 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 20<sup>th</sup>, 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

Chris Davis, Postmaster (A)  
USPS, Fort Morgan, CO



NALC

USPS

## ARTICLE 8

### 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.

### CARRIER TECHNICIAN PROGRAM

A. Office work, after completing delivery of mail.

1. Carrier Technician will normally stay on his/her scheduled route and maintain, as near as possible, the same schedule as does the regular carrier.
2. Unless otherwise directed by the supervisor, upon returning to the office after completing delivery of mail, the Carrier Technician will case all mail worked on the scheduled route and, if necessary, give assistance to some of his routes being serviced by a part-time flexible and/or city carrier assistant employee before casing mail on the route he/she will serve the next day.
3. A carrier technician will work the duty assignment as bid (normal sequence of routes) and will not be taken off their scheduled route unless:
  - (1) The carrier technician agrees and
  - (2) There is a route on the carrier technician's string that is open.

## ARTICLE 10 LEAVE

1. The Union and USPS will jointly control the vacation calendar. Carriers shall indicate their selection for the Choice period on the vacation bid sheet, and then the selection will be written on a color-coded calendar. The calendar will be provided by the union.
2. The annual leave calendar will be available for the purposes of bidding annual leave for the leave year.
3. Article 10 of the LMOU refers to “carriers” and “employees” throughout this section on annual leave. The term “carriers” and/or “employees” shall include both full-time letter carriers, part-time flexibles and city carrier assistants. The term “seniority” shall also apply to a CCAs “relative standing” throughout this LMOU.
4. Employees earning (13) days of annual leave per year shall be granted up to (10) days of continuous leave during the choice period. Employees earning (20) or (26) days of annual leave per year shall be granted up to (15) days of continuous leave during the choice period on the first selection. On the second selection each employee may take additional time according to seniority.
5. Annual leave shall be allowed to be bid in increments of one-week minimums on the first and second round choices, with the first day being Monday. All annual leave on the first and second selections will be in continuous weeks.
6. The first round of bidding will commence on November 1<sup>st</sup>, unless otherwise decided by the calendar committee. There will be three (3) rounds of bidding for leave during the choice vacation period as outlined in Article 10, Section 3 of the National Agreement. Each carrier will have one (1) choice per round. The first two rounds will be for complete weeks - Monday through Saturday. After two complete rounds, there will be a third round. Carriers can only sign up for 4 single days in the 3<sup>rd</sup> round. All vacation bid

annual leave requests must be submitted in duplicate on a PS Form 3971.

An exception will be the week of the Christmas Holiday. This will be handled as follows:

**The week of Christmas in it may be bid in the first round, no matter which day Christmas falls on. (Example: if Christmas falls on a Wednesday, the carrier can bid from December 23<sup>rd</sup> (Monday) through 28<sup>th</sup> (Saturday), with December 23<sup>rd</sup> and 24<sup>th</sup>, at management's discretion).**

**Leave for December 1-24<sup>th</sup> is at Management's discretion, however, this does not preclude any carrier from bidding this time.**

7. For the purposes of annual leave, Monday through Saturday shall be considered the basic work week.
8. The Choice vacation period will begin January 1<sup>st</sup> through November 30<sup>th</sup> and then include December 26<sup>th</sup> through December 31<sup>st</sup>. Two (2) carriers are to be granted leave at all times during the leave year, except December 1 through the 24<sup>th</sup>. Also, at the discretion of Postal Management, annual leave may be granted during the dates of December 1<sup>st</sup> through 24<sup>th</sup>. Carriers may enter their name in the third place or lower, and take his/her chances of moving up if a vacancy occurs. The carrier **MUST** have the leave balance available to be on the calendar even if they are not one of the original two carriers on the calendar for any individual day. The vacation calendar 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.
9. An employee who is called for jury duty during the employee's scheduled choice vacation period or who attends a National, State or Regional Convention (Assembly and/or Training) during the choice vacation period is eligible or another available period



provided this does not deprive any other employee of first choice for scheduled vacation.

10. Carrier Supervisor has FINAL determination in granting any carrier leave who is signed over the allowed number of Carriers who can be off. The Supervisor also has the right to grant or deny leave to any Carrier who may sign for leave for the Saturday that proceeds a Holiday on the following Monday if this leave wasn't signed for during the first three go rounds of the vacation 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 shall be done on a seniority basis.

The installation head or designee shall meet with the representative(s) of the Union to review local service needs by October 1<sup>st</sup> or as soon as practical.

#### **CITY CARRIER ASSISTANTS:**

1. Granting leave under such provisions must be contingent upon the City Carrier Assistant having a sufficient leave balance at the time the leave it to be taken.
2. Any slots that are forfeited in the above manner may be re-posted for selection by any employee in accordance with the LMOU provision on cancellation/posting of leave.

**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 and 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 time-keepers, assist with inquiries.

Field work: Auxiliary special delivery, serving auxiliary mounted routes, assisting postal representatives in contacting customers, training new employees in learning routes and making evening collections.

## **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 Postal Service guidelines. Light meter test shall be permitted upon request, and at such times as an employee feels his assignment station is not properly lighted.
3. No employees are allowed to smoke in any postal vehicles.

## **ARTICLE 17 REPRESENTATION**

A labor management meeting shall be called when requested by the President of Branch 324 or management. If an agenda is not presented by the requesting party 48 hours prior to the meeting date, the meeting will not take place. Meetings shall try to be limited to the maximum of one hour.

## ARTICLE 41

### POSTING

#### 1. A. Route Bidding

1. Carriers desiring to apply for a posted route shall make application in writing, by on-line bidding, or by calling the toll free phone number to Human Resources provided by the supervisor in charge of the unit. When a vacancy occurs, the job will not be posted without discussion with the head of the carrier craft. The length of posting a bid shall be seven (7) days.
2. All bids shall be reviewed after the specified period of posting in the presence of a branch representative, designated by the branch.
3. 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.



## ARTICLE 41

### LETTER CARRIER CRAFT

#### SECTION 3

#### MISCELLANEOUS PROVISIONS

##### PARAGRAPH "O"

2. 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 the posting procedures in Article 41.