MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into on 5/21/2021, at Sterling, 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 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

Lauren Putney, Postmaster (A) USPS, Sterling, CO



Article 8

Section 3C. The establishment of a regular work week of five days with rotating days off. All full-time regular schedule letter carriers, unassigned days will be on a rotating basis.

Article 10 Leave

- 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.
 - a. The first round of bidding will commence on November 1st. 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 3rd round. All vacation bid annual leave requests must be submitted in duplicate on a PS Form 3971.
 - b. Article 10 of the LMOU refers to "carrier", "carriers" and "employee" throughout this section on annual leave. The term "carrier", "carriers" or "employee" 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.
- 2. Annual leave shall be allowed to be bid in increments of one-week minimums on the first and second selection.
- 3. For the purpose of annual leave, Monday through Saturday shall be considered the basic work week.
- 4. Choice time is the second week of January through the last full week of November. Up to two (2) letter carriers are to be granted leave during the choice time. Non-

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Choice time will be the first week of January. One (1) letter carrier will be granted leave for the non-choice period. One letter carrier may bid December 26th through January 8th as choice selection.

- 5. Carriers will bid on a seniority system with each employee having three (3) calendar days to consider the time requested and to return their bid. If not received in the three (3) calendar days, the employee will forfeit that prime-time bid opportunity.
- 6. Jury Duty shall not be charged to the quota allowed off in Item 4.
 - a. Union conventions or other union functions shall be blocked off prior to beginning of vacation selection. At the beginning of each year, when the convention week and other union functions have been determined, sufficient slots for all eligible delegates shall be withheld for the appropriate week or days. The blocked days will not be considered full until 2 carriers are signed in for those days and those gone for union functions will be included in the percentage.
- 7. Remaining leave slots not bid after the bidding process has been completed will remain available for subsequent employee leave requests up to the quota allowed off in Item 4.
- 8. An employee called for jury duty or attending National or State Conventions shall be allowed to select an alternative vacation period. Such alternative period selected must be that of "open time" in order that it not deprive any employee of his/her selected vacation time.
- 9. A leave calendar shall be kept by the carrier supervisor for the purpose of handling and keeping a record of the requests for annual leave. This calendar shall be posted after the third-round selection has been completed. It shall remain posted for the remainder of the year.
- 10. Carrier Supervisor has final say in granting any carrier annual leave who is signed over the allowed number off.

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11. If a City Carrier Assistant is on the annual leave calendar but does not have a sufficient annual leave balance to cover the requested days, the CCA must cancel the amount of annual leave above their balance on the calendar. This cancellation will be done as soon as possible and will be the choice of the CCA on which time to cancel.

Article 11 Holiday Assignments

1. The method of selecting employees to work on a holiday is as follows:

1st **Selection**: City Carrier Assistants & Part-time Flexibles, even if overtime is necessary.

2nd **Selection**: Regulars who have volunteered to work on the holiday. Selection of the volunteers for each holiday shall be made on the basis of seniority from among those who volunteer.

3rd Selection: Regulars who have not volunteered to work on the holiday and whose holiday it is not; such employees shall be selected on the juniority basis.

4th Selection: Regulars who have not volunteered to work on the holiday and whose holiday it is; such employees shall be selected on the juniority basis.

Article 14

1. Act of God emergency absences shall not be charged to annual leave, but will conform to local policy as provided by F-21 Handbook and ELM 519.2.

Article 17

1. A labor management meeting shall be called when requested by 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.

Article 20

1. Postal vehicles shall be assigned parking spaces as close as possible to the building.

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Article 41 Letter Carrier Craft

1. A. Route Bidding

- a. Carriers desiring to apply for a posted route shall make application in writing, on a bid form, 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 ten (10) days.
- b. All bids shall be opened after the specified period of posting in the presence of a branch representative, designated by the Branch.
- c. 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 will 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.

2. Carrier Technician

A carrier technician will work the duty assignment as bid (normal sequence of routes) and will not be bumped 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.
- 3. 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.

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