

# Local Memorandum of Understanding

This Local Memorandum of Understanding, entered into on May 28, 2021, between the representative of the union signatory to the National Agreement, National Association of Letter Carriers, AFL-CIO (Branch 1517) and the United States Postal Service (Montrose, CO), pursuant to the Local Implementation Provision of the 2019-2023 National Agreement. This Local Memorandum of Understanding constitutes the entire agreement on matters relating to local conditions of employment. The provisions of this agreement will stay in effect until a new National Agreement and Local Agreement have been negotiated.

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## Article 1

### Leave

#### Section 1.

No later than November 1<sup>st</sup> of each year, management will notify all carrier craft employees through the General Orders of the beginning date of the new leave year. The General Orders will be read to all employees or posted by the time clock and the NALC Union bulletin board. The Union will be responsible for posting a calendar on the NALC bulletin board for the employees to begin planning for the following year.

#### Section 2.

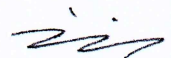
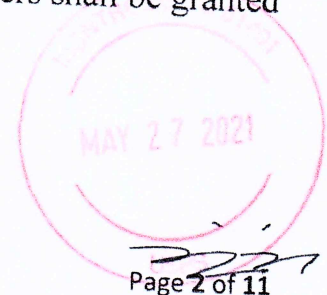

The Choice Vacation period will be from the beginning of the leave year through November 30.

#### Section 2a.

In addition to Section 1 above, one (1) additional carrier will be allowed to bid the week between Christmas and New Year's Day (December 26-31), during prime bidding period. This week will be the only exception to the Monday through Sunday bidding as stated in Section 3 below.

#### Section 3.

17.75% of the City Carrier compliment (Including Career and Non-Career) will be allowed off at all times. It shall be up to the discretion of the carrier supervisor, depending on conditions and help available, to let an additional carrier/s off on annual leave for a few hours or even a day. The basic week for scheduling annual leave will be Monday through Sunday. In those instances where computing the 17.75% does not result in a whole number a minimum of 2 carriers shall be granted time off.






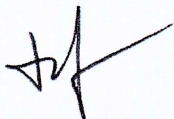
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#### Section 4.

By Seniority for Career, and Relative Standing for Non-Career, beginning on the first Tuesday in December the Leave Calendar shall be passed throughout the carrier workforce. Each Carrier shall indicate their selection for the choice period by writing their name on the calendar. The first round of bidding will consist of three (3) units of five (5) days. Two (2) weeks will be consecutive. During the first round of bidding, carriers will complete PS Form 3971 in duplicate and the carrier supervisor will return the employee's copy to them. Choice leave for non-career employees will be made available after the first round of career workforce bidding has been selected and completed. The first round of bidding for Non-career employees will consist of one (1) up to two (2) unit/s of five days. Non-career employees must have the required amount of annual leave at the time of filling out form 3971, during choice period. After the first round of bidding there will be a week break so that the carriers may review the calendar and prepare for the second round. The second round of bidding will commence for carriers that have four (4) to five (5) weeks of leave. This leave will be in two (2) units, of five (5) days and will begin in order of seniority. These two (2) weeks may be consecutive. Again, PS Form 3971 will be filled out in duplicate and the employee's copy returned to them. Incidental leave for non-career employees, must follow the rest of the guidelines for the current LMOU. Choice and incidental leave for non-career employees will be made available only on the same leave calendar as the career workforce. Management must, prior to Non-Career workforce bidding on the first round of bidding, print out a copy of the amount of annual leave available to each Non-Career employee. Management must either approve or dis-approve of Career and Non-Career workforce leave prior to the commencement of the second round of bidding, consistent with the amount of annual leave available. When annual leave is used it must state on leave calendar that it is annual leave, next to the persons name.

#### Section 5.

Incidental Annual Leave may be applied for no more than sixty (60) days in advance. Leave requests must be in duplicate on PS Form 3971. This leave will be granted on a first come first serve basis up to the 17.75%.

  
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Section 6.

Special Leave such as jury duty, military leave and approved FMLA will be counted against the total number of carriers off only if such vacancy is 40 hours or more. Special leave will be counted against the bid calendar for incidental leave requests only. The leave calendar must state the persons name as well as the type of leave, (Jury, Military or Leave if FMLA), if one of these items are the reason for the leave.

Section 7.

Annual leave taken during the choice vacation period to attend a NALC State or National Convention, training or other NALC functions shall not be charged to the employee's choice vacation period, nor counted in the total percentage of carriers allowed off.

Section 8.

All annual leave cancelled, must be done prior to the posting of the following week's schedule. All cancellations must be done in duplicate on PS Form 3971. The remarks column on PS Form 3971 should state cancellation of annual leave.

Section 9.

There will be no exchanging of annual leave between employees.

Section 10.

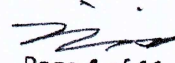
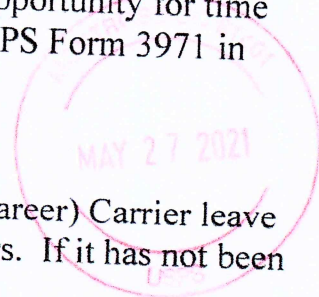
Management will keep both leave calendars (union and management) updated and available for review by the employees.

Section 11.

Incidental leave will be granted to one carrier at a time in December. This leave will be on a first come, first served basis. Carriers may request no more than two (2) days consecutively for this leave as to give all carriers an opportunity for time off. Annual leave requests for this leave must be requested on PS Form 3971 in duplicate.

Section 12.

Management must respond to all submitted (Career and Non-Career) Carrier leave request Form 3971's, with an approval or denial within 72 hours. If it has not been

  
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responded to within 72 hours, it is automatically approved regardless to the percentage of letter carriers off.

## Article 2

### Seniority and Posting

#### Section 1.

The schedule will be posted by 5:00 P.M., Wednesday for the following work week. The schedule will be posted by 5:00 P.M., Tuesday for the following week if that week includes a holiday. These schedules will be effective on Wednesday at 5:00 P.M. and Tuesday at 5:00 P.M. respectively.

#### Section 2.

A vacant or newly established duty assignment not under consideration for reversion shall be posted within fourteen (14) working days of the day it becomes vacant or it is established.

#### Section 3.

The notice for a vacant or newly established duty assignment shall remain posted for ten (10) days, to include the day of the posting.

#### Section 4.

Within ten (10) days after the closing date of the posting, the Employer shall post a notice indicating the successful bidder, seniority date and number. The successful bidder must be posted at the time clock of the office where the Montrose city carriers are based out of.

#### Section 5.

The successful bidder must be placed in the new assignment within 15 days except the month of December. The successful bidder shall work the duty assignment as posted, except Articles 6 and 7 below.





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#### Section 6.

The successful bidder shall have retreat rights to his/her prior assignment. He/she shall have three (3) assigned days to determine if he/she prefers the new assignment over the former assignment. If the senior qualified bidder chooses to exercise his/her retreat rights, the next senior qualified bidder will be awarded the assignment.

#### Section 7.

In the case of the T-6 utility assignments, the carrier will be given one (1) full cycle of the T-6 schedule to determine if he/she prefers his/her new assignment over his/her former assignment.

#### Section 8.

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 this Article.

The NALC shall retain the right on a one-time basis during the life of this Agreement to elect to delete the provision from its local agreement. (NALC/USPS National Agreement Article 41.3.0)

#### Section 9.

Every letter carrier shall have the choice of having his/her route or T-6 utility assignment posted if there is a change of more than one (1) hour in starting time. This notice by the carrier shall be communicated to the Union and Management in writing.





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## Article 3

### Non-scheduled Days

#### Section 1.

Full-time letter carriers in the Montrose Post Office will be granted a non-scheduled day on a rotating basis.

#### Section 2.

A full-time regular carrier called in or scheduled in to work on a non-scheduled day shall work his or her full-time duty assignment. The Carrier Technician scheduled to work the route that day shall work on another route on the string that is vacant that day, or if there is no such vacancy, shall be assigned where needed. The "bumping" of a PTF or CCA employee will be in accordance with Article 41.2.B.3 of the JCAM.

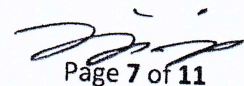
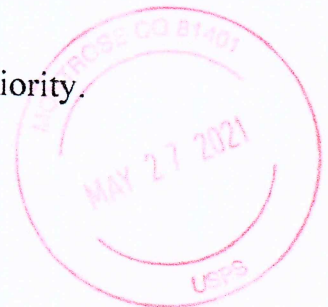
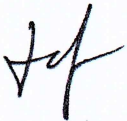
## Article 4

### Holiday Scheduling

#### Section 1.

City Carriers will be scheduled for Holiday work in the following order:

1. Regular carriers who volunteer to work their holiday or NS day by seniority.
2. CCA's, even if overtime is necessary.
3. PTF's even if overtime is necessary.
4. Regular carriers whose non-scheduled day it is by reverse seniority.
5. Regular carriers whose holiday it is by reverse seniority.

  
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## **Article 5**

### **Breaks**

#### **Section 1**

Two (2) ten (10) minute breaks within an eight-hour shift. The carrier may elect to take both ten (10) minute breaks on street time, or take one (1) break on office time and one (1) break on street time. If the carrier elects to take both breaks on street time there must be one (1) hour separating each ten (10) minute break.

## **Article 6**

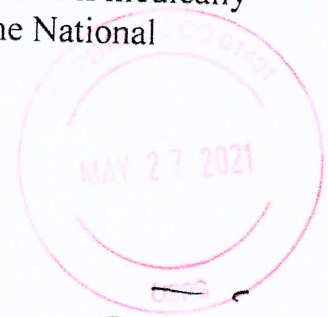
### **Light Duty**

#### **Section 1.**

Every letter carrier who needs a light duty assignment shall receive the opportunity to receive one.

#### **Section 2.**

Temporary light duty assignments for an eligible carrier may include casing mail and performing office work on his/her own route, provided a reasonable office time is maintained; and provided it is consistent with the medical recommendations and the needs of the service. In addition, the employee may be assigned to other duties and on such schedules, as directed by management. All assignments will be based on available work; and the ability of the employee to perform the assigned duties. Work identified as being Carrier Craft Light Duty assignments if medically capable of being performed are all Carrier Craft functions under the National Agreement.





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## Article 7

### Health and Safety

#### Section 1.

A representative from the City Carrier craft will attend quarterly Health and Safety meetings. Health and safety issues may also be addressed at Labor and management meetings.

## Article 8

### Labor and Management

#### Section 1.

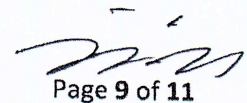
NALC and Management representatives will meet on a quarterly basis, as specified by the National Agreement. An equal amount of NALC Representatives to Management Representatives must be present. Either party may request additional meetings, as required by conditions or necessity by either party in hopes of maintaining the working conditions as outlined in the National Agreement.

#### Section 2.

The USPS must supply to the Montrose Union Branch a computer and internet connection to that computer in the agreed upon current union location at the annex. If the Montrose USPS Facility is moved to a different location, then a mutually agreed upon location within the new address location will be supplied with a computer and internet connection. If this is not available then the Union must be approved to work at the Main Post Office. Currently the agreed upon location at the Main Post Office is in the basement office.

#### Section 3.

Every Saturday, Montrose Management must supply a final correct/updated paper AND electronic version of the previous weekly work schedule of employees to the Union. The copies must be sent to both the Union Branch President and Steward.

  
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## **Article 9**

### **Wash-up**

#### **Section 1.**

Every letter carrier shall be granted no more than five (5) minutes for wash-up upon completion of street duties and PM office time before ending tour.

## **Article 10**

### **Guideline for Curtailment of Operations**

#### **Section 1.**

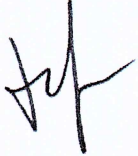
Letter carriers shall not be required to attempt delivery during periods of inclement weather of such severity that civil authorities (e.g., city mayor and local police, state highway police authorities, or highway administrative authorities) consider road travel hazardous and have advised the public (by radio, television or other media) not to travel public streets or highways. The curtailment or termination of Postal Operations shall be made by the installation head. When the decision has been reached to curtail Postal Operations, to the extent possible, management will notify and seek the cooperation of local radio and television stations to inform employees.

#### **Section 2.**

Letter carriers shall be granted administrative leave in such instances when unable to get to work under Postal Service guidelines in ELM Section 519.

#### **Section 3.**

At such times when a carrier is outside the office and management communications to him or her regarding and emergency which may affect his or her wellbeing cannot be given in a timely manner, it is natural for the carrier to determine the proper actions to take based upon mature good judgement. When





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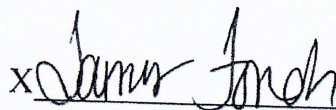
and if such is done, the carrier shall communicate with management as soon as possible.

## Article 11

### Employee Parking

#### Section 1.

The private use of parking spaces available to City carriers will be on a first come, first served basis. Carriers will give consideration to the spaces marked for supervisory and handicapped personnel.

X 

Tammy C. Fondy, President  
NALC Br. 1517, Montrose, CO  
Dated: 5/27/21

X 

Michael N. Miller, OIC  
USPS, Montrose, CO  
Dated: 5/27/2021

