

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING is entered into on 5/27/21 at Vail, Colorado 81657, between the representative of the U.S. Postal Service and the designated agent(s) of the Union(s) signatory to the National Agreement, National Association of Letter Carriers, Branch 913, pursuant to Local Implementation Provision of the 2019-2023 National Agreement. The MEMORANDUM OF UNDERSTANDING plus those items, if any from this office which are resolved per the agreed upon arbitration procedure, constitute the entire agreement on matters relating to local conditions of employment.

ARTICLE VIII
HOURS OF WORK

Section 1

In the event a full-time regular carrier is called into work on a non-scheduled day, he or she shall work their full-time duty assignment, provided there is a vacant route on the string to which the (T-6, utility carrier) may be assigned. Otherwise the carrier working on a non-scheduled day will be assigned where needed.

Section 2

All regular full-time carriers non-scheduled days will be on a rotation basis, subject to change, as the needs of the service require.

Section 3

Mutual trades of days off on a temporary basis, may be arranged between carriers, with the permission of the immediate supervisor, when requested in writing.

Section 4

It has been and will continue to be the policy of the Vail Post Office that any employee who becomes dirty during the line of duty shall be allowed a reasonable wash-up time.

ARTICLE X

LEAVE

Section 1

A. During the choice vacation planning period, employees from the carrier craft will be granted annual leave. Choice vacation planning period will be the entire year with the exception of the first full week in December through Christmas Day.

B. The vacation period shall start on Monday of any week and will continue through Sunday of the week ending the leave period, except the week following Christmas Day.

C. During the non-choice vacation period, the immediate supervisor may approve requests for annual leave at his discretion.

D. The first week of April the leave committee and management will review the total number of employees in the craft to determine whether an additional position will be posted for the vacation period. Bidding for this additional vacation period will be posted first for new employees not bidding on the original vacation calendar, then any additional leave will be granted according to seniority, using form 3971.

E. Leave granted to delegates of employee organization State and National Conventions and training seminars shall not be charged to the delegates choice leave selection.

ARTICLE X
VACATION PLANNING

Section 2

- A. All annual leave shall be assigned on a seniority basis
- B. All annual leave to an employee's credit (in multiples of 40 hours) in excess of (440) hours must be selection on form 1547 (Vacation period Selection)
- C. A three person committee will be appointed at the regular October local union meeting for the purpose of vacation planning. Forms 1547 will be passed out to the entire craft on three separate occasions, for first, second and third choices. If the form 1547 is not received by a committee member within 48 hours after the carrier received it, the carrier's annual leave choice for that turn will not be granted, unless there are extenuating circumstances satisfactory to the leave committee and the carrier shall be considered to have been given the opportunity to make a selection. The vacation calendar will be subject to final review and approval of management.
- D. The week of the State Convention shall be reserved. Hours not utilized by the State Convention delegates will be available for occasional leave.

Section 3

- A. Carrier's will not be allowed to give up their annual leave after it has been assigned, unless a request to cancel said leave is submitted at least (30) days prior to the scheduled annual leave. Requests will be reviewed by the President of local 913 or designee and recommendations will be made to management, management having the final disposition.
- B. If a carrier is granted permission to give up his annual leave, all carriers junior to the one giving up the leave and hence forth through the seniority roster and back around to the

vacating employee, will be entitled to bid for the vacated leave in increments of (40) hours. The leave will be granted on a seniority basis, provided he/she has leave in reserve to cover this and prior commitments.

A handwritten signature in black ink, consisting of a stylized 'S' or 'B' shape with a vertical line extending downwards.

A. ARTICLE X

B. LEAVE

Section 4

A. Emergency annual leave or (LWOP) may be granted in case of death or serious illness in the "immediate family".

1. "Immediate family" shall be **defined** as; mother or father of carrier or spouse; or spouse; wife, husband or children of spouse; or any relative or person with close personal relationship.

B. After the third round of bidding, provided only that the applicable number or percentage to be allowed off has not been reached, full **weeks** remaining shall be available for all employees at each designated facility, as uncommitted leave. Requests for uncommitted or occasional leave shall be on a "first come, first served" seniority basis. Requests for such leave of (5) five days or more should be submitted (15) fifteen days in advance. For (1) one to (5) five days, advance notice should be given prior to **posting** of the week's schedule for the day or days requested. Bids submitted after the deadline shall be granted at the discretion of the supervisor. Requests for occasional leave can be submitted on form 3971 (4) week prior to the Monday of the service week in which the leave occurs.

C. Upon receipt of a request for uncommitted or occasional leave, the Supervisor shall determine the senior person requesting the leave, ascertain the availability of the leave requested, and within (24) hours enter the employee's name on the vacation chart, sign and return a copy of the Form 3971 to the employee.

ARTICLE XI
SCHEDULING ON HOLIDAYS

The parties agree to abide by Article XI of the National Agreement with the understanding that carriers on annual leave will be excused to the maximum extent possible from Holiday scheduled work. They will be scheduled in the following order;

1. Full time regular volunteers by seniority
2. CCAs
3. Part time flexibles
4. Full time regulars non-volunteers by juniority

ARTICLE XII

Section 1

Bidding for vacant assignments

- A. In for vacant assignments, vacancies shall be posted for (5) consecutive days, unless changed by mutual agreement through consultation between Union and the Employer
- B. Letter Carriers applying for assignment shall submit a bid in writing during the period for which notice is posted. Bidding forms will be deposited in a locked container not to be opened until the closing of the bidding period. An Officer of Brand 913 or designee will be present at the opening of all bids.
- C. In the instances where several assignments are posted, a Letter Carrier may bid for as many assignments as are posted, staging his/her preferences in the following manner; First Choice, Second Choice, Third Choice, ect.

Section 2

Awarding Bids

- A. Within the (10) days after the closing date of the posting, the Employer shall post notice indicating the successful bidder, seniority date and number.
- B. Except during the month of December, the vacant assignment shall be filled within (15) days of the award in accordance with Article 41 Section 1.C 1,2,3 &4 of the National Agreement.
- C. The successful bidder shall work the duty assignment as posted. Unanticipated circumstances may require a temporary change in assignment. The same rule shall apply to T-6 and utility assignments.

Section 3

Reposting Routes

When through a route adjustment or increase in deliveries, a route is changed by (50%) of street time, as of the most recent street inspection, and results in the establishment of another route, the incumbent carrier shall have the option as to which route he keeps and the other route shall be posted for bid.



ARTICLE XIII

ASSIGNMENT OF ILL OR INJURED REGULAR OR PART-TIME FLEXIBLE EMPLOYEES

Section 1

Definition of Light Duty

Light duty is duty which can be performed by an ill or injured employee without creating a hazard to himself or other employees.

Section 2

Assignment across tours of craft lines

When it is not possible to assign an ill or injured employee to his present tour or within his own craft, it is agreed that the Installation Head will consult with the appropriate Supervisor and Representative of the Carrier Craft prior to effecting the assignment.

Section 3

Establishment of Light Duty Assignments

Establishment of light duty assignments will be accomplished through consultation between appropriate Management Officials and appropriate representatives of the Carrier organization on an individual basis.

ARTICLE XVII
REPRESENTATION

Section 1

A copy of letters, postal notices, or communications issued by the employer to employees relating to policy matters which affect the employees of the Letter Carrier Craft shall be furnished to the President of Branch 913 or designee prior to or at the time of issuance.

Section 2

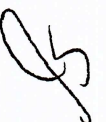
Labor Management Meetings

A labor management meeting may be held at the request of either party, by mutual consent.

ARTICLE XLI

Section 1

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.



ARTICLE XXVI

UNIFORMS

The appropriate uniforms per the ELM will be worn by all carriers receiving an allowance.

A handwritten signature in black ink, located in the bottom right corner of the page, next to the page number 13.

IN WITNESS WHEREOF:

U.S. POSTAL SERVICE

NALC, BRANCH 913

DENISE N. NULL

Postmaster

Vail, CO 81657

A handwritten signature in black ink, reading "Lisa Schleich". The signature is written in a cursive style with a large initial "L" and "S".

LISA SCHLEICH

President, Branch 913

Grand Junction, CO 81502