

LOCAL MEMORANDUM OF UNDERSTANDING

Between

UNITED STATES POSTAL SERVICE

Englewood, Colorado

And

NATIONAL ASSOCIATION OF LETTER CARRIERS

Centennial Branch #5996

2019-2023

This MEMORANDUM OF UNDERSTANDING, made and entered into at Englewood, Colorado, by and between Authorized Management Representatives of the United States Postal Service, hereinafter the Employer, and Branch 5996, National Association of Letter Carriers, hereinafter the Union, pursuant to the Local Implementation Provision of the 2019-2023 National Agreement constitutes the entire agreement on local implementation of the term of the 2019-2023 National Agreement, plus those items, if any, from this office which are resolved per the agreed upon impasse procedure.

In witness whereof, the parties hereto have caused their duly authorized representatives to execute this MEMORANDUM OF UNDERSTANDING.

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ITEM 1

WASH-UP TIME

Article 8, Section 9, provides reasonable wash-up time for a Letter Carrier that performs dirty work. It is acknowledged by the parties that all City Letter Carriers at the Englewood Post Offices perform dirty work in the office and on the street. Therefore, any City Letter Carrier, on an individual basis, shall be granted such time as is reasonable and necessary for washing-up after performing dirty work and incident to personal needs. Such wash up time is in addition to the five (5) minutes daily personal time in the office provided for in the M-41 and M-39 Handbooks.

ITEM 2

WORKWEEK

1. The work week shall be Saturday thru Friday consisting of five work days with a rotating day off to afford an opportunity for periodic three day weekends, with the exception of assignments with fixed days off established in accordance with #2 below.
2. Assignment with fixed consecutive days off may be established based on the needs of the service.

ITEM 3

CURTAILMENT OR TERMINATION OF POSTAL OPERATIONS

Guidelines for the curtailment or termination of postal operations to conform to orders of local authorities or as local condition warrants because of emergency conditions are:

After a thorough review of local authority declarations of emergency conditions, Postal authorities will take prompt action to alleviate or control danger. In taking this action, Postal authorities will take into consideration the advisement of local authorities and the prevailing community response during the emergency situation. Whenever there is a question of whether the Postal operations should be curtailed, the local NALC President has the right to immediately discuss the situation with the Postmaster (or his/her designee). Any adverse decision by the Postmaster shall be subject to the grievance procedure.

At such time when an employee is outside the office and management's communications to them regarding the emergency which may affect their well-being cannot be given in a timely manner the employee can determine the proper actions to take based upon their mature good judgment. When and if such is done they shall communicate with management as soon as practicable.

ITEM 4

LOCAL LEAVE PROGRAM

- A. Vacation selections will be approved on the basis of seniority, by section.
- B. A carrier reverting a vacation period will be required to give at least fifteen (15) days notice in writing of his/her intention. Available vacated periods shall be posted immediately and remain posted five (5) calendar days. Carriers reverting a vacation of less than a week may not revert more than three (3) days. A carrier may only revert a partial week twice a leave year. All requests to revert annual leave require the concurrence of the Branch President or designee. In an emergency where less than fifteen (15) days notice is given, or if less than a full week is vacated, the vacated period shall not be posted. Bids for vacated weeks will be awarded to the senior bidder, full week bids having precedence over partial week bids.
- C. No trading of vacations will be allowed without approval of the President of Branch 5996 and the Postmaster or designee.
- D. The allowable percentage of carriers off will include annual leave, military leave and long-term sick leave. Military and long-term sick leave will not be added to the leave board until after the Choice Vacation bidding is completed. Leave will not be denied on the speculation that sick leave may be used or overtime may be requested.
- E. Any annual leave not reverted in compliance with item 4B above must be taken by the carrier.

ITEM 5

DURATION OF CHOICE VACATION

The letter carrier choice vacation period will run concurrently with the Postal Service leave year.

ITEM 6

BEGINNING DAY OF VACATIONS

The beginning day of a letter carrier's vacation shall be Sunday.

ITEM 7

OPTION TO REQUEST TWO SELECTIONS

Carriers at their option may request two selections during choice vacation period in units of either five (5) or ten (10) days, not to exceed ten (10) or fifteen (15) days per Article 10 limitations.

THE CHOICE VACATION BIDDING IS THEN OVER.

ITEM 8

JURY DUTY AND ATTENDANCE AT CONVENTIONS

Jury duty will not be charged against the allowable percentage in any leave week. Leave to attend National or State conventions will be charged against the allowable leave percentage.

ITEM 9

ALLOWABLE NUMBER ON LEAVE DURING CHOICE VACATION PERIOD

If requested, annual leave will be granted to 14% of the Letter Carrier Force (including PTF and City Carrier Assistants) during each leave year.

The number of slots by percentage will be established on November 1st of the preceding leave year. The rounding rule applies, any fraction over .50 will mean one additional slot. Any fraction of .50 or less will be discarded.

ITEM 10

OFFICIAL NOTICE OF APPROVED VACATIONS

Each letter carrier craft employee will submit their selection of vacation periods, Form 3971 in duplicated filling in all applicable items. These 3971's will be acted on and a copy returned to the letter carrier by the conclusion of the second round bidding.

ITEM 11

NOTIFICATION OF NEW LEAVE YEAR

- A. The beginning of the new leave year will be announced at stand-ups and posted on bulletin boards no later than November 1st.
- B. Bidding leave for the Choice Vacation Period will begin on the Monday prior to Thanksgiving service week. Vacation bidding will be completed by the beginning of the new leave year.
- C. Due to the fact that many carriers are in a leave status during the time vacation periods for the following year are being bid, and the vacation charts cannot be held up until they return, any carrier who is scheduled for annual leave during the period stated in section B. above, will leave with the Station Manager or Union Steward a list of four (4) choices for vacation during the next leave year. Failure to do so could result in a carrier having to accept any available period when they return. Management will make every reasonable effort to contact carriers off during bidding, if the carrier has not listed their choices prior to being off.
- D. Failure to supply bid dates within 48 hours of being notified you are eligible to bid will result in being passed over. The 48 hours will not include a non-scheduled day.

ITEM 12

PROCEDURES FOR SUBMISSION OF ANNUAL LEAVE

After closing the Choice Vacation Period, there will be a second "go-round" for the choosing of any available annual leave, (in full week increments) which will be in addition to the leave approved during the Choice Period.

Approval of all other incidental leave requests will be given within 72 hours but not later than the Wednesday (Tuesday for the holiday weeks) prior to the leave week in which the leave is requested, in accordance with the following provisions:

- A. Less than the allowable percentage of leave has been granted.
- B. Requests have been submitted no later than Tuesday prior to the leave week in which the annual leave is desired.
- C. The carrier has sufficient annual leave to cover all requested and future bid annual leave.

NOTE: Carriers must realize they will have to request to revert previously approved annual leave, if the granting of incidental leave would result in the previously approved leave being taken on an LWOP status.

Management has the authority to deny annual leave requests, when the honoring of all currently approved leave would result in the employee being in a LWOP status.

Incidental leave will be awarded on a first come first served basis, by seniority amongst employees submitting the same day. Bids for full week increments will take precedence over partial week bidders when submitted on the same day.

Any carrier transferred/bid from one station to another will have their approved leave transferred to the gaining station's leave board if there is an opening. Any leave so transferred will be removed from the losing station's leave board and the week reposted for bid. If there is no opening on the gaining station's leave board; the leave will remain on the losing station's leave board.

ITEM 13

SELECTION OF EMPLOYEES TO WORK HOLIDAYS

The method of selection of employees to work on a holiday is as follows:

- | | |
|-----------------|--|
| 1st Selection- | City Carrier Assistant (CCA) employees even if overtime is necessary |
| 2nd Selection- | Part-time flexible employees, even if overtime is necessary |
| 3rd Selection - | Full-time and part-time regulars who have volunteered to work on the holiday or non-scheduled day; selection of volunteers for each holiday shall be made on the basis of seniority those who volunteer. |
| 4th Selection – | Full-time and part-time regulars who have not volunteered to work on their holiday, such employees shall be selected on a juniority basis. |
| 5th Selection-- | Full-time and part-time regulars who have not volunteered to work on their non-scheduled day, such employees shall be selected on a juniority basis. |

Normally, employees, including employees on the Overtime Desired List, who have scheduled annual leave, including incidental annual leave, immediately preceding and/or following non-scheduled days will not be required to work overtime on their holiday or non-scheduled day. The intent of the parties is to allow employees to make advance plans for non-scheduled days. One day of scheduled annual leave is considered sufficient to fulfill this requirement. Employees on the OTDL, if they desire, may advise their supervisor in writing of their availability to work on a non-scheduled day that is in conjunction with approved annual leave.

ITEM 14

OVERTIME DESIRED LISTS

Overtime desired lists shall be by unit. For this purpose, units shall be defined as:

Main Office
Greenwood Village

and any new delivery units that may be established.

ITEM 15, 16, & 17

LIGHT DUTY ASSIGNMENTS

A light duty assignment will be defined as those positions or responsibilities, (within physical restrictions), including but not limited to the following:

Examples: Case on own route
 Carry curb delivery route
 Special Services Delivery (e.g. Registered, Certified, Express
 Mail or parcel post)
 Assist VOMA (if carrier is incumbent)
 Various DPS Duties
 Reviewing and correcting CLASS
 Street and block mail
 CFS error and associated duties
 Delivery to central deliveries receptacles

Management shall not be expected to provide light duty assignments that would deprive another full time employee of work or cause the payment of overtime.

Every effort shall be made to reassign the concerned employee within the employee's present craft or occupational group, even if such assignment reduces the number of hours of work for the supplemental work force. After all efforts are exhausted in this area, consideration will be given to reassignment to another craft or occupational group within the same installation.

If a request for permanent light duty is received from a qualified letter carrier the language in Article 13.2.B will be followed.

The Branch President or his/her designee will be notified if a request for light duty by an eligible carrier craft employee is denied.

ARTICLE 18

IDENTIFICATION OF SECTIONS FOR REASSIGNMENT

When it is proposed to reassign, within the Englewood installation, carriers excess to the needs of the section; section for this purpose will include all city carrier assignments in a delivery unit.

ITEM 19

PARKING SPACES

If during the life of this agreement if an employee parking area becomes available, it will be subject to an additional memorandum of understanding.

ITEM 20

ANNUAL LEAVE TO ATTEND UNION ACTIVITIES

Annual leave to attend union activities requested prior to determination of the choice vacation schedule is to be a part of the total choice vacation plan.

ITEM 21

OTHER ITEMS SUBJECT TO LOCAL NEGOTIATIONS

A. Labor-Management Meetings

1. Either the President of the Branch (or designee) or the Postmaster (or designee) may call for a Labor/Management meeting when needed. It is agreed that agenda items for discussion at the meeting shall be exchanged by the President of the Branch (or his/her designee) and the Postmaster (or his/her designee) at least two (2) working days before the scheduled meeting. Items not placed on such agenda shall be discussed only by mutual consent.
2. Union representatives at the meeting will consist of two (2) employees, one (1) of which must be off the clock.
3. The time and location of Labor Management meetings will be as agreed to by the parties as listed above. Meetings will be held within one (1) week of the notification of the request to meet unless changed by mutual consent.
4. Minutes of the meeting shall reflect verbal responses given. Initialing of minutes indicates concurrence that minutes reflect verbal responses. Failure to initial indicates one party does not believe written minutes reflect the verbal responses.

B. Uniforms

Letter carriers may wear either summer or winter uniforms, provided said uniform meets the U.S. Postal Service regulations.

C. Performance of Bargaining Unit Work.

Branch 5996 shall receive a written explanation whenever an emergency is invoked or declared.

D. Orientation

The president or his/her designee shall be notified at least three (3) working days prior to any pre-employment orientation program for new employees and said president or his/her designee shall be provided ample opportunity to address such new employees.

E. Meetings

NALC Branch 5996 shall be permitted to hold meetings of union representatives and members in the swing room of the post office during regular business hours, provided all participating are off the clock and there is no disruption of work. Use of the swing room by Branch 5996 shall not preclude normal use by other employees.

F. Opting Policy

1. Full-time, Reserve, unassigned, and Part-time Flexible Letter Carriers may exercise their preference by use of their seniority for vacation scheduling and for available full-time craft duty assignments of anticipated duration of five (5) days or more in the delivery unit to which they are assigned.

City Carrier Assistant (CCA) carriers may exercise their preference by use of their relative standing for available full-time craft duty assignments of anticipated duration of five (5) days or more in the delivery unit to which they are assigned. Career carriers who exercise their right for available full-time craft duty assignments of anticipated duration of five (5) days or more in the delivery unit to which they are assigned have preference over CCAs.

2. No auxiliary routes will be made available for opt.
3. Notice of temporary letter carrier craft duty vacancy of anticipated duration of (5) days or more is to be posted the day that station management becomes reasonably aware that the vacancy is to occur.
4. Included in the posting will be the route number of the vacancy, the beginning date and ending date of the vacancy. Should circumstances cause the route to remain vacant for an additional five (5) days or more, the assignment qualifies for posting as a new opt and will be awarded to the senior opting employee in accordance with the terms of this local agreement.

5. Vacancies of five (5) days or more where the ending date can not be reasonably anticipated will be posted for "duration" and be in effect as long as the position remains unfilled.
6. The annual leave board will constitute adequate notice of assignments available for opting. All other assignments available for opting will be posted in the immediate proximity of the station's annual leave board or a location agreed to by the station manager and the NALC steward.
7. The cut-off time for submission of Opts will be the close of business Tuesday of the week prior to the beginning of the vacancy except when the following service week includes a holiday. For vacancies during service weeks that include holidays, the cut-off time will be the close of business Monday of the week preceding the vacancy. If the vacancy is not known by management prior to 8:00A.M. Tuesday, the vacancy will not be optable until the next leave week.
8. In order to enforce submissions of preference (OPTS), opts must be submitted directly to a supervisor. Supervisor is to initial and date upon receipt. Opts should be completed in duplicate and the employee should keep a copy.
9. When opting results in 3 non-scheduled days for regular letter carriers, the carrier will be scheduled to work the 3rd non-scheduled day.

ITEM 22

A. Postings

1. A copy of letters, posted notices, or communications issued by the local management relating to local policy or matters affecting the letter carrier craft, shall be furnished to the president of Branch 5996 at the time of issuance.
2. All full-time carrier assignments, vacant duty assignments or newly established duty assignments, including Carrier Technicians shall be posted within fourteen (14) calendar days after it becomes vacant or it is established unless under consideration for reversion. Bids will be posted for seven (7) calendar days.
3. If electronic bidding is not available, the branch President or designee shall be present at the opening of all bids concerning the letter carrier craft.
4. The senior qualified applicant at the time of closing for a vacant assignment shall be assigned within fifteen (15) days of the closing of the bids, excluding the month of December.

B. Abolishment of Duty Assignments

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, highways, housing projects, all routes and full-time duty assignments at the 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 posting for bid routes and full-time duty assignments in the circumstances described immediately above shall be restricted to the affected delivery unit. This shall be an exception to the procedures for posting duty assignments provided in Article 41 of the National Agreement and this Local Memorandum of Understanding.

C. Bulletin Boards

At least one bulletin board shall be made available for the exclusive use by the NALC at each unit having letter carrier employees.

CLOSING STATEMENT

The parties involved have negotiated this Local Memorandum of Understanding in good faith and all parties involved agree to abide by the provisions set forth herein.

Every item contained within this Local Memorandum of Understanding shall continue until the finalization of future negotiations and resolution of all pertinent matters involved therein, in accordance with the then existing National Agreement.



Erica Randleman, Postmaster
USPS
Englewood, Colorado

Date: May 18, 2021



Kelli L. Robles, President
NALC
Centennial Branch 5996

Date: 5-18-2021