
MEMORANDUM OF UNDERSTANDING

BETWEEN

UNITED STATES POSTAL SERVICE, TUCSON, ARIZONA

AND

NATIONAL ASSOCIATION OF LETTER CARRIERS
CARL J. KENNEDY BRANCH 704

2019-2023

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ARTICLE I
LIGHT DUTY ASSIGNMENTS

- A. It is hereby agreed to by all parties concerned that the earliest possible return to duty of any ill or injured employee is in the best interest of the Postal Service and the individual concerned, consistent with medical determination of the attending medical authority.
- B. Any and all written requests from an employee for a temporary or permanent change in duty assignment submitted per the provisions of Article 13 of the National Agreement shall be submitted as soon as possible. Each light duty request shall be acted upon based on its own merit and may not be cited as precedent in past or future requests. The committee shall be composed of three members from management and one member each from the NALC, APWU and National Post Office Mail Handlers. A quorum will consist of four members. The chairperson shall be a management member. Meeting time will be on a no-loss, no-gain basis for the members. Management shall call the meeting of the committee once a pay period. Management will supply the NALC President with the minutes of each meeting. The committee shall not be convened on light duty requests of two weeks or less. One medical authority extension of two weeks or less shall not require reconvening of the advisory committee. Light duty assignments authorized under Article 13 of the National Agreement shall be afforded qualified employees consistent with their medical limitations and availability of an assignment.

Any employee recuperating from an illness or off-the-job injury who is temporarily unable to perform their assigned duties may voluntarily submit a written request for temporary light duty. Employees requesting light duty, and supervisors responding to those requests, shall comply with the following instructions: there will be no exceptions:

1. The request must be initiated prior to reporting for work.
2. The employee's request must be in writing, submitted to the Health Unit or station supervisor along with medical documentation from their licensed health care professional.
3. The document must contain medical restrictions and the anticipated convalescence period.

4. If management determines there is no work available within the restrictions, the Postmaster, or designee, and the Union President, or designee shall be notified along with referring the request to the Light Duty Committee. Every effort shall be made to find work in other locations.
 5. All light duty requests for a duration of two (2) weeks or more shall be referred to the Light Duty Committee. This referral shall not delay the assignment of available light duty work.
 6. The employee is required to inform management of any changes in the medical restrictions.
 7. Under no circumstances will an employee work in excess of their medical restrictions.
 8. There shall be no unreasonable delay in processing or responding to a light duty request.
- C. The following general areas of work will be reviewed to assist in the identification of light duty assignments for ill and/or injured city carriers, provided there are no conflicts with legal or contractual obligations pursuant to the National Agreement and the employee is considered qualified and able to perform them within their medical limitations:
1. All duties and responsibilities of city carriers as described in the M-41.
 2. All non-craft specific activities, such as:
 - a. NDCBU inspections and unskilled maintenance
 - b. "Red Book" maintenance
 - c. answering telephones
 - d. activities generally performed by management but periodically delegated to craft employees.
 3. Cross-craft work that may be available within the injured employee's medical limitations, provided such work does not adversely impact a member of the other craft.
- D. Anytime a letter carrier requests or is denied light duty, the station steward will be notified.
- E. The union will be provided with a copy of the weekly flash report from Customer Services and information requested by the NALC designee to the Light Duty Committee necessary to determine the availability of light duty work.

- F. The affected union will be notified upon the assignment of a limited duty employee into, out of, or within its craft jurisdiction.
- G. The union will continue to receive notice of employees on limited duty by pay location, D/A, and LDC codes as well as the pay location of their limited duty assignment. The union will be given the opportunity for input on new and changed limited duty assignments, with Customer Services after the light duty meeting.

ARTICLE II
OFFICE TIME FOR CARRIERS

- A. If a change in a regular route is affected, when needed, the regular carrier will be given necessary office time to relabel and insert any changes in the route book, which are required by the adjustment. Relabeling and processing changes will be accomplished within thirty days of the adjustment, except when unusual circumstances prevent it.
- B. When needed, a carrier returning from extended sick leave or annual leave may be granted help or overtime to enter all address changes, clean up nixie mail picked up from the route or left in the office, and get the route book up to date.
- C. Employees must keep themselves informed through information issued by various means: management directives and general orders; regular issues of Regional and Headquarters bulletins which are posted on official bulletin boards. Employees are expected to take a reasonable amount of official time to accomplish this.

ARTICLE III
SCHEDULING OF ANNUAL LEAVE

- A. Vacation planning, for local application, shall be within the framework and not in conflict with the National Agreement, the designated supervisor shall be responsible for planning and scheduling annual leave within the unit and will make every effort to ensure that leave is scheduled on an equitable basis in regards to seniority/**relative standing**, needs of the Service (must be specified), National Agreement, Local Agreement and the welfare of the employee.

1. Part Time Regular Letter Carriers will continue to be considered a separate category for leave purposes.
- B. All non-scheduled days in conjunction with a full week leave period will be considered as if the employee is unavailable for overtime. Employees who request spot/incidental leave and are not or will not be available for overtime on a non-scheduled day in conjunction with leave, will annotate "unavailable for overtime" in the remarks section on Form 3971. This will preclude ordering a carrier to work on his/her non-scheduled day in conjunction with annual leave.
 1. Eligible employees may request to work non-scheduled days during periods of annual leave. The request must be in writing and may be placed on the remarks section of form 3971.
- C. A full week of annual leave shall be from Monday through Sunday (also referred to as a five-day period). Exceptions may be granted by agreement among the employee, the NALC Branch President and the employer.
- D. Annual Leave applications, form 3971, will be submitted in triplicate. Each form 3971 should be round dated. On the day of submission, the designated supervisor shall initial and date the notified block of the forms. The third copy is to be returned to the employee immediately if practical, but no later than the employee's following workday. The first copy is the Postal Service copy, second copy is the action (approved/disapproved) copy for the employee, and the third copy is the employee copy for proof of submission.
- E. Letter Carriers are not to request or be approved more annual leave than their annual leave balance will cover, in non-emergency situations. Letter Carriers in this situation, desiring to request annual leave for which they will have an insufficient balance must specify in the remarks section of the form 3971, the week(s) of previously approved annual leave that shall be canceled if the submitted leave request is approved. Regular letter carriers are within their rights to submit for annual leave for a period in which they will have a sufficient balance due to the January crediting of annual leave.
- F. All scheduled annual leave shall be posted in the respective units and maintained on a current basis by the designated supervisor. Upon approval

of an annual leave request, the employee must immediately check the annual leave board to see that approved leave has been entered accurately.

- G. Employees who find they are unable to take their approved annual leave period shall notify the supervisor as soon as it has become evident that they do not intend to use their annual leave. It is the intent of both parties that said notification should be effected not later than Fourteen (14) days prior to the beginning of the leave period so that other employees may avail themselves of the opportunity to apply for the leave. A carrier can cancel annual leave in whole or part. The steward shall be notified of all annual leave cancellations. All cancellations of annual leave shall be in writing on form 3971.
- G.1 If a cancellation creates an underage in the quota, the supervisor will post full week annual leave periods — after it has been initialed by the unit shop steward in a conspicuous place for up to a ten (10) day period, but not less than two (2) working days. The duration of the posting period will be clearly marked on the posting, seniority/**relative standing** will prevail. Management is not required to post less than full weeks of annual leave due to cancellations. Management will line through any cancellations on the leave board and annotate days being utilized. In the event there is no authorized union representative assigned to a station, management will notify the branch union office of all full week cancellations of annual leave. The NALC will notify management when there is no union representative assigned to a station.
- H. When an employee has an annual leave period approved and subsequently transfers/bids to another unit prior to the effective date of the approved annual leave period, the receiving unit shall grant the same period and said person's leave can only be voided in serious emergency situations.
- I. Transferred-in/bid-in leave per paragraph H above, will be charged as part of the quota figure. This quota shall be maintained and underages created by the following conditions will be posted immediately in accordance with paragraph G above: 1) employees changing annual leave to sick leave; 2) transferred-out/bid-out annual leave upon receiving official notice of the personnel action; 3) annual leave cancellations; 4) long term jury duty; 5) permanent promotions; 6) retirements; 7) deaths; 8) dismissals.

- J. Employees desirous of attending Union meetings or assemblies should request the necessary time off arrangements with their supervisors as soon as the employee becomes aware of the meeting(s). These requests will be on forms 3971, shall take precedence over other requests, and management shall make every effort to honor them. The earliest date of submission shall prevail and only if two or more requests are submitted on the same day will the seniority/**relative standing** rule prevail. Approved requests shall be counted in the quota. The same period shall not be counted as one of the delegate's choice vacation periods.
- K. Letter Carriers on jury duty or who become ill during their annual leave shall be eligible for another available period.
- L. Employees needing Military leave shall request the Military leave or annual leave in lieu of Military leave as soon as they become informed of the time period(s). The employee is responsible for submitting a copy of their annual military training schedule as early as possible each year. The employee shall submit copies of the appropriate military orders before beginning the Military leave period when possible, but not later than their return to Postal duty. Approved requests will not be counted in the quota. Employees may be granted a change of schedule (Form 3189), upon their request, to accommodate for military duty in accordance with the same procedures utilized for changes of schedule. Employees shall not be required to use military leave prior to requesting annual leave or leave without pay for their period of military duty.
- M. In the event of a station split (routes/bid positions of a zone moved from one delivery unit to another) a labor/management meeting shall be convened by management no later than thirty (30) days prior to the proposed effective date of the move. Attendees shall be the NALC Branch President or designee, affected shop steward(s), Tucson Postmaster or designee, and the affected station manager(s). The following topics, at a minimum, shall comprise the agenda for the meeting: (1) establishment of a new leave calendar; (2) establishment of a new leave quota for the affected zone(s)/unit(s) – the quota for the two units (gaining and losing) combined shall not be less than the previous leave quota for the split (losing) unit/zone; (3) replacement carrier staffing. Any joint agreements reached, as a result of this meeting shall be memorialized as a signed memorandum of agreement. If no agreement is reached, the units (gaining and losing) shall continue to operate (for purposes of leave administration) as if the

split had not occurred, until establishment of the new leave quotas for each unit as defined in "N" of this Memorandum.

- N. The leave quota for the Tucson installation is: **Twelve (12%)** of the letter carriers/CCAs on the Section/Station rolls as of February 1st of each year. The quota calculation for each subsequent leave year will be jointly determined by the manager and union steward of each section/station on February 1st. This quota calculation excludes carriers who are not in a paid leave earning/using status. Any fraction of .50 or larger is rounded to the nearest whole figure. The minimum leave quota for any unit is one (1). In the event there is no authorized union representative assigned to a station, management will contact the branch office for determination of the quota.
- O. The choice vacation period shall begin with the week containing May 1st and remains for a period of fifty-two (52) consecutive weeks, ending with the last full week in April, excluding the three (3) week period immediately preceding Christmas and the one (1) week period containing Christmas. This four (4) week exclusion period surrounding Christmas is considered a non-choice period in which leave shall be at the discretion of management. December annual leave approved in one unit will not be transferred to another unit and cancellation of posted leave will be lined through and initialed by a supervisor.
- P. There shall be one (1) round of Choice Vacation Selection. The Choice Vacation Selection begins on March 1st or the first workday following March 1st and ending with the last workday in March. Leave applications must be submitted no later than the close of business on the beginning date of the Choice Vacation Selection bidding period. Each carrier may make the following selections during the Choice Vacation bidding:
 - 1) One 5-day period or two 5-day periods
 - 2) One 10-day period
 - 3) One 10-day period and one 5-day period
 - 4) One 15-day period
- 1. No employee may select three separate five-day periods prior to the established deadline. No employee may be scheduled in excess of entitled choice selection leave if such scheduling deprives another employee of an entitled choice during the choice selection period.

2. Scheduling of annual leave for the Choice Vacation Selection period shall be by bidding seniority/**relative standing** within each unit. Employees ineligible by seniority/**relative standing** for their choice selection(s) shall be consulted to allow another choice before scheduling junior employees for annual leave during the choice selection period.
3. The second copy of Form 3971 will show the action taken, (approved/disapproved) and be returned to the employee no later than April 1st.

Q. Requests for annual leave for full week leave periods, after the completion of the Choice Vacation Selection period, are limited only by the individual employee's leave balance and the leave (%) quota, identified in Section "N" These non-choice submissions begin each April 1st and may be submitted up to the close of business of the Monday prior to the affected service week for Monday holiday schedule weeks and up to the close of business of the Tuesday prior to the affected service week for all other weeks.

1. Incidental (spot) leave requests of less than a full week may be submitted up to forty-five (45) days prior to the affected service week, but not later than the close of business of the Monday prior to the affected service week for Monday holiday schedule weeks and up to the close of business of the Tuesday prior to the affected service week for all other weeks. Care shall be taken to review and balance local service needs with the assurance that no employee is required to forfeit any part of such employee's annual leave. Management will consider, within the leave (%) quota, identified in Section "N", all annual leave as well as extended sick leave in excess of five days, FMLA leave in excess of five days, union business leave in excess of five days, and military leave in excess of five days, when reviewing these requests.
2. Approval/disapproval action may not be taken until the workday following the date of submission. The earliest date of submission shall prevail. If two or more requests are submitted on the same day, seniority/**relative standing** will prevail. The second copy should be returned on the same day of approval, if practical, but "must" be returned to the employee not later than three workdays following the date of submission.

- R. No later than November 1st of each year, management will notify carriers, through stand-ups and official notices, of the beginning date of the new leave year, to make them aware of the pay period and date that annual leave will be credited in January, and to ensure that the carriers are aware of the maximum annual leave carryover. Then again in January, management will notify the carriers of the date they can begin to use their new leave balance credit along with the submission dates for the Choice Vacation Selection. The Station Steward and Manager, or designee, shall provide a brief review of the leave provisions of this LMOU during this notification.

ARTICLE IV
SAFETY & HEALTH

- A. Branch 704, NALC, will be notified at least ten (10) days in advance of each Safety and Health Committee meeting. Minutes of the meeting will be provided to Branch 704 within a reasonable time. Every effort will be made to inform Branch 704 of action taken on agenda items within a reasonable time; in addition, management will inform Branch 704 within ten (10) days after the meeting that any item which required researching or inquiry have been referred to the Postal Service.
- B. **VEHICLES:**
1. Due to extreme dust conditions in the city, management agrees that cab and storage compartment of the vehicles will be cleaned thoroughly, and all carrier operated vehicles will be washed on a regularly monthly schedule. Also, as a safety precaution, all windows and mirrors will be cleaned.
 2. It is the responsibility of Carriers to keep the interior of their vehicles clean to the extent that no personal items or extraneous matter is left in the vehicle after the route is completed each day.
 3. To ensure safe driving conditions, all carrier drivers are required to conduct expanded vehicle safety check (form 76) prior to operation of the vehicle.
 4. Upon return of the vehicle from the garage, after repair, carrier will be allowed to check returned copy of form 4565.

- C. 1. After a thorough review of local authority declarations, when postal authorities declare an emergency conditions exists which endangers the well-being of a carrier, Management will take prompt action to alleviate such danger. At such times when a carrier is outside the office and Management communications to him regarding the emergency which may affect his well-being cannot be given him in a timely manner, it is natural for the carrier to determine the proper actions to take based upon his mature good judgment; when and if such is done, he shall communicate with Management as soon as possible.
2. In such an event, Branch 704 shall be notified.

ARTICLE V
POSTING

Due to the migration of the bidding process to the HCES vacant Letter Carrier craft duty assignments shall be posted as follows:

- A. A newly established or vacant duty assignment shall be posted the bid cycle immediately following the establishment of the position.
- B. The notice shall remain posted for ten (10) days. Bidding will be available at 12:01 am CT on opening day and close 10 days later at 11 :59 pm CT. Method of bidding is telephone and internet bids; manual bid cards will no longer be accepted as of 9/15/07.
 1. Management agrees to send a copy of all city letter carrier bid announcements to the NALC Branch 704 office via e-mail. It will be the responsibility of NALC to keep management posted of updated e-mail account. Local management will supply a copy to the local NALC steward.
 2. When a proposed posting comes into a station or branch, a shop steward and supervisor will initial and jointly post on the bulletin board. Management and Union will check during the posting period to ensure the posting has not been removed from the bulletin board.

- C. On the designated posting date, the employer shall post a notice indicating the successful bidders and their seniority dates. The duty assignment of the successful bidder will be posted on the next posting date following the date the position was vacated, if it is not under consideration for reversion.
- D. The successful bidder will be placed in the new assignment effective the first day of the following pay period, if possible, but not later than 15 days from the award notice of the successful bidders except in the month of December.
- E. When a letter carrier route or full-time duty assignment, other than the letter carrier route(s) or full-time duty assignments of the junior employees, 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 that unit held by letter carriers who are junior to the carrier(s) whose route(s) or full-time duty assignments was abolished shall be posted for bid in accordance with the posting procedures in this Article.
- F. When an absent employee has so requested in writing, stating a mailing address, a copy of any notice inviting bids from the craft employees shall be mailed to the employee.
- G. The station manager or designee will post all available craft duty assignments of anticipated duration of five (5) days or more in the delivery unit for opting, other than annual leave Posting will be for a minimum of two (2) working days. Assignment will be consistent with Article 41 Section 2.B.5 of the National Agreement. Postings soliciting bids for temporary vacancies, except annual leave, shall have the opening and closing dates (closing time is close of business 1700 hours) of the posting period along with the beginning date of the assignment clearly indicated on the posting.
- H. Letter carrier assignments whose bid start time is changed by more than one (1) hour will be posted for bid, if the carrier does not accept the change in writing. The shop steward shall be notified.

ARTICLE VI
HOLIDAY ASSIGNMENTS

- A. The Employer will determine the number and categories of employees needed for holiday work and a schedule shall be posted as of the Tuesday preceding the service week in which the holiday falls.

- B. As many full-time and part-time regular schedule employees as can be spared will be excused from duty on a holiday or day designated as their holiday. Such employees will not be required to work on a holiday or day designated as their holiday unless all casuals and part-time flexibles are utilized to the maximum extent possible, even if the payment of overtime is required, and unless all full-time regulars with the needed skills who wish to work on the holiday have been afforded an opportunity to do so.

- C. An employee scheduled to work on a holiday who does not work shall not receive holiday pay, unless such absence is based on an extreme emergency situation and is excused by the Employer.

- D. The overtime-desired list does not apply in selecting employees needed for holiday work.

- E. Management will select carriers to work in the following order:
 - (1) City Carrier Assistants (CCA).
 - (2) Part-time flexibles.
 - (3) Full-time regulars from those on their holiday or day designated as their holidays who volunteer to work by seniority.
 - (4) Full-time regulars from those on their non-scheduled day who volunteer to work by seniority.
 - (5) Full-time regulars who do not volunteer on what would otherwise be their non-scheduled day-by inverse seniority.
 - (6) All other non-volunteer full-time regulars-by inverse seniority.

- F. If, after the posting period, a need develops for additional or replacement employees, the employees shall be selected according to the same order as above.

ARTICLE VII
MISCELLANEOUS

- A. "Overtime-desired" lists shall be by station/branch. This section relates only to the administration of the overtime-desired list. There shall be no difference in terminology between station and branch. A branch is the same as a station within the Tucson installation with the only difference being location outside of the city limits.
- B. Regular letter carrier assignments will have rotating nonscheduled days. Part-time regular collectors will have fixed days off.
- C. In accordance with Article 20, Section 2, management will take reasonable steps, based on the specific needs of the individual location to safeguard employee security to the maximum extent possible.
- D. When a carrier performs dirty work or works with toxic materials, the carrier will be allowed a reasonable wash-up time.
- E. If collections are centralized out of one delivery unit, it will be considered a separate section within the installation.
- F. If the regular carrier is called in on the non-scheduled day, management will displace the T-6 or utility carrier to another route on their string of routes only if another route within the string is vacant. Otherwise, the full-time carrier working on a non-scheduled day will be assigned where needed.

MEMORANDUM OF UNDERSTANDING

The parties to this Memorandum agree to set up a joint Labor/Management meeting, if so requested by either party, within the first two (2) weeks following each calendar quarter. It is the responsibility of the party wishing to hold the meeting to make the request by the end of the quarter.


It is suggested a written agenda be provided so any item(s) needing research can be handled expeditiously.

Suggested attendees are the Postmaster, Manager of Customer Service Operations, for Management, the Union President, Vice President, and two (2) Union officials for the Union. Others may be present, as each party deems necessary to conduct the business at hand.


MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding, entered into on April 29, 2021 at, Tucson, Arizona, between the representatives of the United States Postal Service and the representatives of the National Association of Letter Carriers, Branch 704, is pursuant to the Local Implementation provision of the 2019-2023 National Agreement.

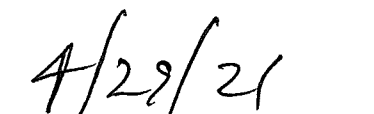
It is understood between the undersigned parties that this Local Memorandum of Understanding shall neither conflict with the National Agreement, nor deprive an employee of any rights or benefits provided for under the National Agreement. Should understandings set forth in this Memorandum be found to be in conflict with any provision of the National Agreement, such understandings will be considered negated, and the provision of the National Agreement shall prevail.




John Lafreniere, Postmaster
Tucson, Arizona



Kathy Walter, President
NALC Branch 704



Date



Date