

**NALC BRANCH 859**

**LMOU**

**LOCAL MEMORANDUM OF UNDERSTANDING**

**2021**

**ACCEPTED DECEMBER 2021**



This MEMORANDUM OF UNDERSTANDING, entered on December 28, 2021 at Prescott, Arizona between representatives of the U.S. Postal Service, and the designated agent of the NALC signatory to the National Agreement, Branch 859 of the National Association of Letter Carriers, pursuant to the local implementation provision of the 2019 National Agreement. This memorandum of Understanding constitutes the entire agreement on matters relating to local conditions of employment.

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**1. Additional or Longer Wash-up Periods.**

Carriers will be allowed reasonable wash up time, not to exceed 5 minutes each, before lunch and at the end of tour of duty.

**2. The establishment of a regular workweek of five days with either fixed or rotating days off.**

The regular workweek for the carrier craft will be five days with rotating days off.

**3. Guidelines for curtailment or termination of postal operations to conform to orders of local authorities or as local conditions warrant because of emergency conditions.**

When local authorities (i.e., DPS, Civil Defense, etc.) declare an emergency, or road closures, due to conditions caused by flood, earthquake, snowstorms, etc., the Union will be contacted and kept informed of local conditions which may impact the curtailment or temporary suspension of delivery services. Their input on the situation will be solicited. The decision to evacuate the building and/or terminate operations rest with the Installation head or Postmaster, the decision will be based on recommendations from local Authorities.

**4. Formulation of local leave program.**

Choice vacation shall be awarded as provided for in article 10, section 3.D.1,2,3 of the 2019 local agreement and this LMOU.

A general meeting for scheduling annual leave will be held before January 1<sup>st</sup> of each year with members of the carrier craft. At this meeting, each carrier will have the opportunity to make his or her selection(s) for the choice vacation period in order of seniority. Notice for this meeting will be posted no later than 10 days prior to meeting. Carriers not attending will be able to submit their leave request to an NALC representative on PS Form 3971 in triplicate in advance of the meeting.

All cancellations of annual leave will be submitted on PS Form 3971

To the delivery Supervisor at least one week prior to the annual leave commencement date. The supervisor may, at his or her discretion, accept leave cancellations at any time afterward.

Military leave will not be considered as part of the quota of carriers off during the choice vacation period or for incidental leave.



**5. The duration of Choice vacation period.**

The choice vacation period will be from January 1<sup>st</sup> through December 31<sup>st</sup>.

**6. The determination of the beginning day of an employee's vacation period.**

The carrier's vacation period will begin on Monday.

**7. Whether employees, at their option, may request two selections during the choice vacation period, in units of either five (5); or ten (10) days.**

Letter carriers, at their option, may request one (1) or two (2) selections during the Choice selection period in units of either five (5); ten (10); or fifteen (15) days; total not exceed ten (10)

Or fifteen (15) days on the first choice, in accordance with the National agreement of 2019, article 10, Section 3, D.1, 2, 3.

**8. Whether jury duty and attendance to National and/or State Conventions shall be charged to Choice vacation period.**

A carrier attending a NALC assembly during the choice vacation period will be counted in the number of carriers scheduled off during that period. Without regard to the number of carriers off on annual leave, management shall when possible, make every effort to approve a carrier's request for LWOP or annual leave when made for the purpose of attending NALC assemblies. Jury duty will not be considered as part of the carrier's quota of time off during the Choice vacation period or for incidental leave.

**9. Determination of the maximum number of employees who shall receive leave each week during the Choice vacation period.**

The choice vacation period annual leave quota shall be 20% of the carrier work force including (CCA's) as part of the formula described in item (A) below. In computing the number of carriers off, any fraction of .50 or higher will round to the next whole number.

**A. City Carrier Assistant's (CCAs)** will be factored into the 20% of the carrier leave program once they have completed their 90-day probation period and have been employed for a total of 180 days, within the preceding year.

Example: CCA Smith is hired in January 2021, and he/she is employed for a 180-day calendar period, then the days worked become part of the rolls for the following calendar year.



**2021 CHANGE TO ITEM 12 SUPERCEDES PREVIOUS PAGE 5**

- 10. The issuance of official notices to each employee of the vacation scheduled approved for such employee.**

A leave chart will be posted and readily posted for review by the carrier craft employees and will be kept up to date by the employer. No one except the delivery supervisor or his or her designee will make changes to the leave chart. This chart shall include all annual leave that has been approved. It shall also reflect all annual leave that has been approved. It shall also reflect all annual leave that has been disapproved and pending approval in case a carrier with approved leave should cancel.

- 11. Determination of the date and means of notifying employees of the beginning of the new year.**

No later than November 30<sup>th</sup> of each year, management will notify all carrier craft employees by posting on bulletin boards and in stand ups of the beginning date of the new year leave.

- 12. The procedures for a submission of applications for annual leave during other than the Choice vacation period.**

In accordance with article 10, Section 3A, 3.D.4, and Section 4C (as referenced in the July, 2021 JCAM):

**A. Selections outside the Choice vacation period:**

Non-Choice annual leave quota shall be 20% of the carrier work force (including CCAs as described in Item 9 of the agreement). In computing the number of carriers off, any fraction of .50 or higher will round up to the next whole number. Non-Choice leave request may be full weeks, single days, or partial days or any combination thereof.

**B. Other request for annual leave:**

Incidental annual leave quota shall be 20% of the carrier work force (including the CCAs as described in Item 9 of this agreement). In computing the number of carriers off, any fraction of .50 or higher will round up to the next whole number. Incidental annual leave request may full weeks, single days, partial days, or any combination thereof.

- C. Carriers requesting non-choice or incidental annual leave must submit PS form 3971 in triplicate no later than 3:00 PM of the day prior to schedule being posted, Tuesday 3:00 PM for regular schedules, Monday 3:00PM for Holiday schedules, for leave commencing the following work week. Management will reply within 24 hours following submission of PS Form (cont. on page 6)**



3971 or the leave will be granted automatically, unless the leave request is submitted on Saturday or the day prior to a holiday, when the supervisor will respond on the next normal business day by 3:00 PM. Incidental leave will be granted on a first come, first serve basis, but in instances where more than one carrier submits a PS Form 3971 on the same date, it will be granted by seniority. Request submitted after the deadline will be granted at the discretion of the delivery supervisor. Applications for incidental

Leave may not be submitted prior to selection of Choice vacation period.

**D. Extended Sick Leave Provision:**

The Initial carrier, (and only the initial carrier for that period) who is granted "extended sick leave", will count towards the number of carriers allowed off. For this purpose of this LMOU only, "extended sick leave" shall be defined as follows:

1. "Extended sick leave" shall only apply when the sick leave used covers a full 40-hour week, Monday through Saturday, and has been approved in advance.
2. Carriers not available for duty due to illness (including FMLA), on-the-job injuries, and off the job injuries shall be considered to be "extended sick leave" when Continuation of Pay, sick leave, FMLA, or LWOP has been approved in advance for the 40 hour period. Carriers in a non-work status using any type of leave in lieu of sick leave shall be considered on "extended sick leave"
3. The term "extended sick leave" is agreed upon by the local parties for use in this LMOU only and in no way modifies any provision set forth in the National Agreement and applicable to postal manuals.

**13. The method of selecting employees to work on a holiday.**

The method of selection will be, in order:

1. All part time flexible employees to the maximum extent possible, even if overtime is required.
2. All full-time regular employees that have volunteered to work on their non-scheduled day, by seniority.
3. All full-time regular employees that have volunteered to work on their holiday or designated holiday, by seniority.
4. CCA (City Carrier Assistant) employees.



5. All full time regular employees that have not volunteered on what would otherwise be their non-scheduled day, by reverse seniority.

6. All full time regular employees that have not volunteered on what would otherwise be their holiday or designated holiday, reverse seniority.

14. Whether Overtime Desired List in Article 8 shall be by section and/or tour.

The Overtime Desired List will be prepared by total craft two weeks prior to the start of each calendar quarter. In the event City delivery is established in Prescott Valley, then Prescott Valley shall have a separate Overtime Desired List for carriers assigned to Prescott Valley zip codes, regardless of which station they are assigned.

15. The number of light duty assignments within each craft or occupational group to be reserved for temporary or permanent light duty assignments.

As per the National Agreement

16. The method to be used in reserving light duty assignments so that no regularly assigned member of the regular work force will be adversely affected.

As per the National Agreement

17. The identification of assignments that are to be considered for light duty within each craft represented in office.

As per National Agreement

18. The identification of assignments comprising a section, when it is proposed to reassign within a installation, employees excess to the needs of the section.

As per the National Agreement

19. The assignment of parking spaces.

Parking will be assigned by carrier route number. All other parking will be on a first come first serve basis.

20. The determination as to whether annual leave to attend Union activities requested prior to determination of the choice vacation schedule is to be part



**Of the Choice vacation plan.**

Annual leave to attend Union activities requested prior to the determination of the Choice vacation period schedule is to be part of the total choice vacation plan.

**21. Those other items which are subject to local negotiations as provided in the craft provisions of this agreement**

Meetings between management and the carrier craft will be held at the request of either party of this agreement, within ten (10) days of such request. Time of meeting will be agreeable to both parties, as will be the location of the meeting. Meetings will be held on the clock. An agenda will be provided by both parties. At least two (2), but no more than three (3) members from each group shall attend, but the representatives from each group must be in equal number. The length of the meeting shall be two (2) hours, unless agreed upon by both parties.

As per the National Agreement, Article 41, Section 1.B.3., the bid notice shall remain posted for ten (10) calendar days.

A full time regular letter carrier called in or scheduled to work on a non-scheduled day shall work his or her full time duty assignment provided there is a vacant route, or route with a PTF with no opt, on the string to which the T-6 carrier may be assigned. Otherwise the carrier working on a non-scheduled day will be assigned where needed.

**22. Local implementation of this Agreement relating to seniority, reassignments, and posting.**

As per the National Agreement, Art 41, Section 3.0, is hereby made part of this agreement:

"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 employees is abolished at a delivery unit as a result of, but not limited to, route adjustment, 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 assignment(s) was abolished shall be posted for bid in accordance with the posting procedures in this article"



### **23. Assignment of Part Time Regulars.**

Pursuant to Article 7, A.2 of the National Agreement, "Employees in this category shall be hired pursuant to such procedure as the employer may establish...", the employer hereby establishes, and it is agreed that Part Time Regular carriers subject to this agreement shall be used for collection of mail only, and shall not be used to perform other carrier duties.

Part Time Regular carriers shall be included in the local leave program, both as part of the number of carriers used to determine leave quota and as part of the number of carriers allowed off an annual leave.

### **24. Delivery of Express Mail.**

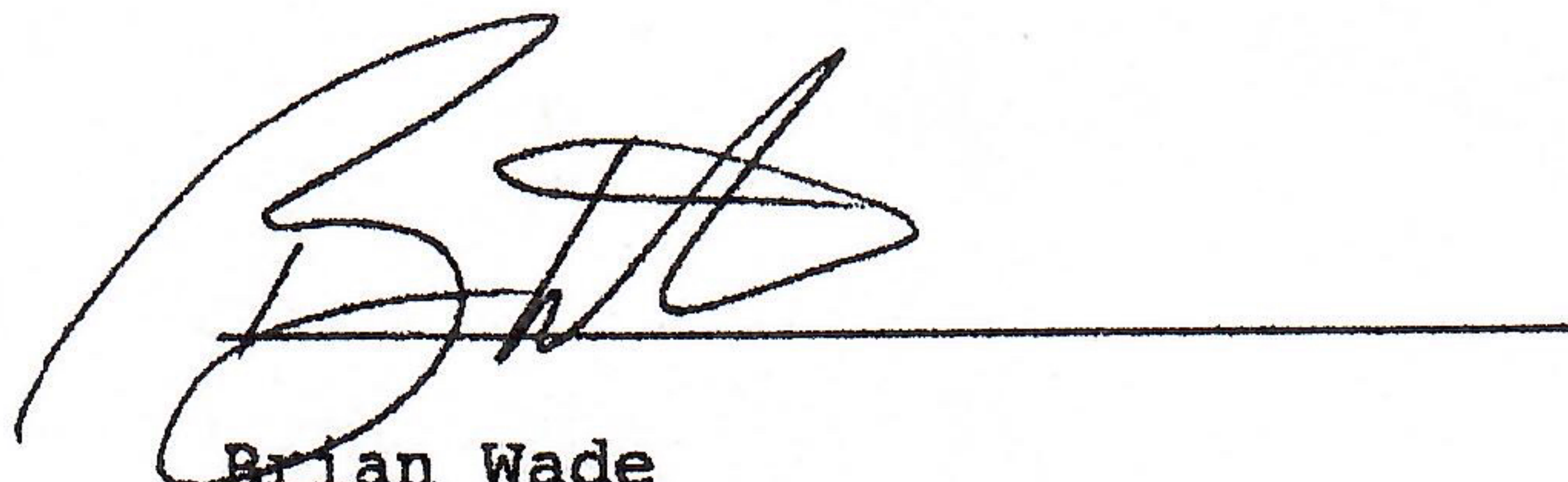
The preferred means of delivery of Express Mail shall be by city carriers. When possible, but limited to the use of penalty overtime, Express mail delivery shall be performed by city carriers in preference to managers or members of other crafts.

Signed on behalf of Branch 859  
National Association  
Of letter carriers



Elana Otero  
Chief NALC Spokesperson  
President  
NALC Branch 859

Signed on behalf of Prescott Post Office  
United States Postal Service



Brian Wade  
Chief USPS Spokesperson  
Postmaster  
Prescott, Arizona





December 20, 2021

Nan Vorelskie

National Business Agent  
National Association of Letter Carriers  
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INTEREST DECISION: Settled  
Case ID: E19N4EI21272086  
E19N4FI21772099  
E19N4EI21263380  
Installation: Prescott, AZ  
Local ID: UITEM9, UITEM12, MITEM1

Pursuant to the terms and obligations set forth in Article 30 of the National Agreement, management and union designees met in pre-arbitration interest discussions. We agree to the following language:

After review of Arbitrator Joseph Duffy's 2014 Interest Arbitration award dated August 12, 2014 and the LMOU, it appears the changes to the LMOU were not implemented.

As a result, the parties agree to the following:

Article 30 Item 9 – Determination of the maximum number of employees who shall receive leave each week during the Choice Vacation Period:

Item 9 shall be modified by changing the references from TEs, to CCAs.

Article 30 Item 12- Procedure for submission of applications for annual leave during other than the Choice vacation period:

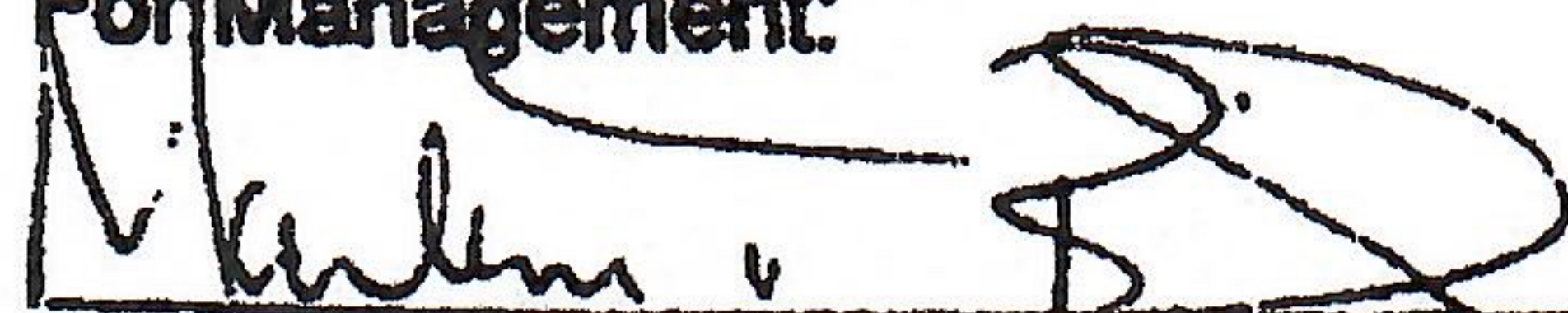
Item 12 shall be modified by changing the references from TEs, to CCAs.

Article 30 Item 1- Additional or longer wash up periods:

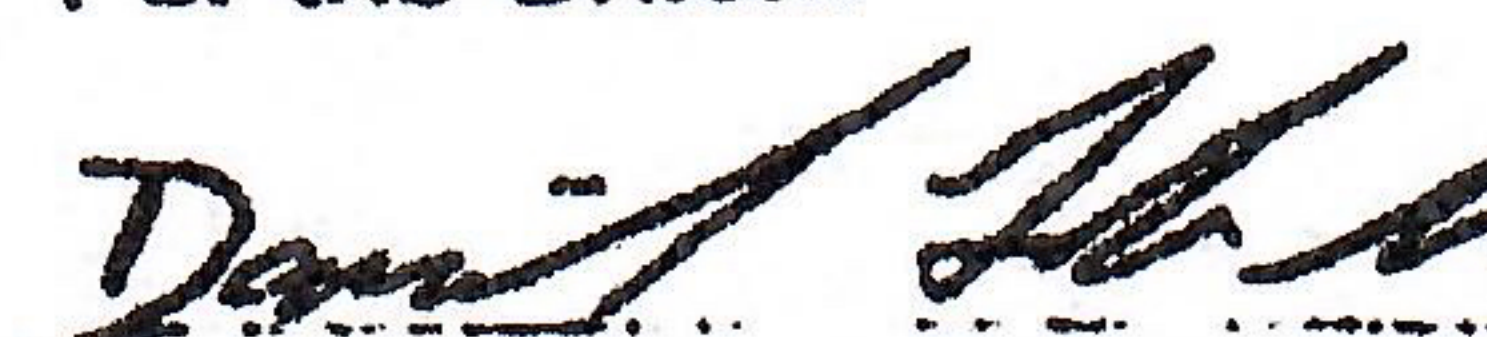
Item 1 shall remain the same, which states: Carriers will be allowed reasonable wash-up time, not to exceed 5 minutes each, before lunch and the end of the tour of duty.

Pages 4 & 5 of the LMOU will be replaced with the attached undated pages 4 & 5 to reflect the above changes.

For Management:

  
Marlene Benavidez 12/20/21  
Labor Relations Specialist, Sr.  
Management Designee

For the Union:

 12/21/21  
Danielle Fake-Moorman (Date)  
LBA – NALC Region 4  
Union Designee