

2019 -2023
LOCAL MEMORANDUM OF UNDERSTANDING

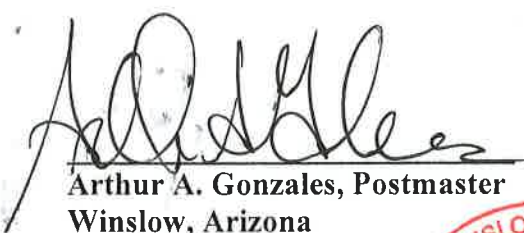
BETWEEN

**THE UNITED STATES POSTAL SERVICE
WINSLOW, ARIZONA**

AND

**THE NATIONAL ASSOCIATION OF LETTER CARRIERS
ARIZONA MERGED BRANCH 1902**

This Local Memorandum of Understanding is entered into between the representatives of the United States Postal Service and designated agents of the National Association of Letter Carriers, Arizona Merged Branch 1902 pursuant to provisions for local implementation under terms of Article 30 of the 2019 National Agreement.


Arthur A. Gonzales, Postmaster
Winslow, Arizona

6/17/2021
Date


Carlos Villalobos, President
Arizona Merged Branch 1902, NALC

6.17.2021
Date

Winslow LMOU 2019



Item 1: Additional or longer wash-up periods

Reasonable time shall be granted consistent with Article 8, Section 9 of the National Agreement.

Item 2: The establishment of a regular work week of five days with either fixed or rotating days off

All Full-Time Regular Letter Carriers will be on a rotating schedule of days off.

Item 3: Guidelines for the curtailment or termination of postal operations to conform to orders of local authorities or as local conditions warrant because of emergency conditions

The decision for curtailment or termination of Postal Operations to conform to the orders of local authorities, or as local conditions warrant because of emergency conditions, 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 a local radio station to inform employees and/or contact each letter carrier via cell phone or in person.

ITEM 4: Formulation of local leave program

- A) The leave chart will be circulated beginning in the month of November. The leave chart will be maintained and circulated by a NALC representative who will be designated by the union president. The leave chart shall be completed by the last full week in December.
- B) Each employee will have 24 hours to make a choice of vacation time once notified. If the employee has not made a selection within this time frame the chart may be passed on to the next junior bidder.
- C) All leave requests for the first and second round will be granted on a seniority basis pursuant to Article 10, Section 3.D.1 & 2.
- D) During the first round, employees eligible for 10 days of leave may choose one (1) week, one (1) week and one (1) additional week or two (2) consecutive weeks on the first round, not to exceed 10 days for both rounds.
- E) During the first round, employees eligible for 20 or 26 days leave may choose one (1) week, one (1) week and one (1) additional week, one (1) week and two (2) consecutive weeks or three (3) consecutive weeks on the first round, not to exceed 15 days for both rounds.



- F) Immediately following the completion of the first round a second round of vacation selections will commence. Employees may choose additional vacation time in weekly increments or increments of at least eight (8) hours during the second round, not to exceed their leave balance for the year.
- G) The leave chart and PS Form 3971 will be completed and submitted to the installation head or his designee no later than the second working day in January.
- H) Employees will be permitted to cancel approved leave by submitting PS Form 3971, in duplicate, at least two (2) weeks prior to the Saturday of the basic work week for which the leave has been approved.
- I) All canceled leave will be posted for five (5) calendar days. The senior employee who submits a request for the vacated period during the posting will be awarded the leave, provided they have sufficient annual leave to cover the period.
- J) Annual leave applications for periods other than the first two rounds may be submitted, in duplicate, at any time subsequent to the posting of the leave chart. Management shall return the duplicate indicating approval or disapproval within two (2) working days.
- K) A letter carrier will not be required to work while on annual leave or work a non-schedule day that is in conjunction with annual leave. However, if they do desire, letter carriers may advise their supervisor in writing of their availability to work a non-schedule day that is in conjunction with approved leave.
- L) Letter carriers are responsible for managing their annual leave balance. Letter carriers must ensure they have a sufficient leave balance to cover all leave requests.

ITEM 5: The Duration of the Choice Vacation Period

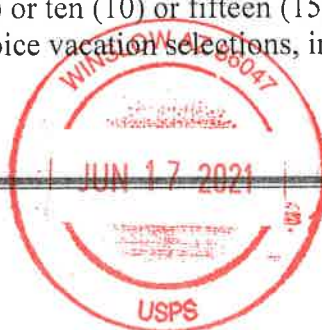
The choice vacation period shall begin on Monday of the first full week in January through the first Sunday of the following year.

ITEM 6: The Determination of the Beginning Day of an Employee's Vacation Period

The leave week shall begin on Monday and end on Sunday.

ITEM 7: Whether Employees at Their Option May Request Two Selections During the Choice Vacation Period

Letter carriers, at their option, may select one (1) or two (2) selections during the choice vacation period in units of either five (5) or ten (10) or fifteen (15) days; total not to exceed ten (10) or fifteen (15) days during the choice vacation selections, in accordance with Article 10, Section 3 of the National Agreement.



ITEM 8: Whether Jury Duty and Attendance at National or State Conventions Shall be Charged to the Choice Vacation Period

One delegate will be allowed annual leave or leave without pay to attend the National or State Convention, with it being included in the 13 %. Leave for the National and State Conventions will be blocked off the choice period chart before first round selections are made. If an employee becomes ill or is scheduled for jury duty during their vacation period and cannot be excused, they will be given the opportunity to select a period of equal length up to the 13 % allowed. Attendance at Union conventions shall not count as a choice vacation selection.

ITEM 9: Determination of the Maximum Number of Employees Who Shall Receive Leave Each Week During the Choice Vacation Period

At least 13% of the total letter carrier workforce shall be granted annual leave during each week of the choice vacation period. In those instances where computing the 13% does not result in a whole number, and the fractional result is 0.5 or higher the next whole number shall be considered the correct number – e.g., 1.5 and above would become two (2).

ITEM 10: The Issuance of Official Notices to Each Employee of the Vacation Schedule Approved for Such Employee

Each carrier will submit PS Form 3971 in duplicate for all leave selections. A copy, signed by the supervisor, will be returned to the carrier within 2 working days indicating approved or disapproved.

ITEM 11: Determination of the Date and Means of Notifying Employees of the Beginning of the New Leave Year

No later than November 1st of each year, management shall post a notice on all employee bulletin boards to notify letter carriers of the beginning date of the new leave year.

ITEM 12: The Procedures for Submission of Applications for annual leave other than the Choice Vacation Period

After the leave chart has been circulated and completed, carriers can submit for additional leave. This leave will be on a first-come first serve basis. PS Forms 3971 submitted on the same date will be awarded to the senior letter carrier.

The request for leave will be approved provided: There is a slot open on the board (week or individual day); the request submitted is in increments of at least eight (8) hours; and the request must be submitted by close of business the Tuesday proceeding the week in which the leave falls.



ITEM 13: Method for Selecting Employees to Work on a Holiday

- A) All part-time flexible employees.
- B) All full-time and part-time regular employees who possess the necessary skills and have volunteered to work on their holiday or designated holiday – by seniority.
- C) City Carrier Assistant employees.
- D) All full-time and part-time regular employees who possess the necessary skills and have volunteered to work on their non-schedule day – by seniority
- E) Full-time regulars who **do not** volunteer on what would otherwise be their non-scheduled day – by inverse seniority.
- F) Full-time regulars who **do not** volunteer on what would otherwise be their holiday or designated holiday – by inverse seniority.
- G) Letter carriers who have annual leave in conjunction with a holiday or designated holiday will not be required (mandated) to work the holiday or designated holiday.

ITEM 14: Whether “Overtime Desired” Lists in Article 8 Shall be by Section and/or Tour

There will be one Overtime Desire list for Winslow, Arizona.

ITEM 15: Light Duty Assignments

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 the medical determination of the attending medical authority.

Light duty requests will be submitted in writing to the installation head and include the required medical documentation. The installation head will carefully consider all requests for light duty and act on them in a timely matter.

The Union will be notified when a letter carrier submits a request for light duty.

ITEM 16: Method to Reserve Light Duty

No regular employee on a bid assignment will be adversely affected because of a light duty assignment.



ITEM 17: Identification of Light Duty Assignments

A "light duty" assignment is defined as any assignment within the physical capability of an employee who is temporarily or permanently incapable of performing his/her normal duties as a result of illness or injury.

ITEM 18: Reassignments – (No Proposal)

ITEM 19: Parking

The private use of parking spaces available to letter carriers will be permitted on a first-come, first-served basis.

ITEM 20: Leave for Union Activities

Annual leave to attend Union activities, other than State and National conventions (Item 9), requested at any time will not be part of the total choice vacation period.

ITEM 21 and ITEM 22: Seniority, Reassignments and Posting

- A) Shall be as provided for in Article 41, Sections 1 & 2 of the National Agreement.
- B) Bids must be submitted on PS Form 1717 or equivalent form in a sealed envelope. The enveloped shall be marked to identify on the outside to show it is a carrier bid, the number of the posting announcement and the date and closing time of the bid. Bids are to be submitted to the immediate supervisor. If the automated bid process is implemented in Winslow, all letter carriers will be trained in the use of the process and that process used for submitting bids.
- C) A copy of any notice concerning bids or affecting employees in the letter carrier craft will be sent to the secretary of Branch 1902 and to all full-time regular carriers on approved leave on the beginning date of the notice.
- D) Management shall post all temporarily vacant full-time craft duty assignments of anticipated duration of five (5) days or more.

Full-time reserves, unassigned regulars, full-time flexible, part-time flexible and city carrier assistant letter carriers may indicate their preference for such assignments.



- E) Branch 1902 requests that Article 41, Section 3.O be included as part of the local agreement provided, however, Branch 1902 may on a one time basis during the life of this agreement elect to delete this provision from this local agreement.

"When a letter carrier route or full-time duty assignment, other 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."

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into on June 17, 2021 at Winslow, AZ between the representatives of the United States Postal Service and the designated agent of NALC Branch 1902, pursuant to the Local Implementation Provisions of the 2019 National Agreement with the National Association of Letter Carriers.

This Local Memorandum of Understanding shall be in full force and effect until midnight May 20, 2023, unless extended by agreement between the parties at the National level. The terms of this Memorandum of Understanding are subject to the grievance procedure as contained in the National Agreement.

IN WITNESS THEREOF:

/s/ United States Postal Service:

/s/ National Association of Letter Carriers:

Arthur A. Gonzales
Postmaster
Winslow, Arizona

Carlos Villalobos
President
Arizona Merged Branch 1902, NALC

