

LOCAL MEMORANDUM OF UNDERSTANDING

between the

UNITED STATES POSTAL SERVICE

and

BRANCH 104

of the

NATIONAL ASSOCIATION OF LETTER CARRIERS

at

LAWRENCE, KANSAS 66044, 66045, 66046, 66047, 66049

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Item 1 - Additional or longer wash-up periods.

Local management will provide reasonable wash-up time in accord with Article VIII, Section 9 of the National Agreement, to any letter carrier who performs dirty work or works with toxic materials.

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

- A. All regular routes that have a 6-day delivery will be on a rotating day off schedule. Regular routes with Monday through Friday delivery will be on a fixed work schedule. Days off within the same tour may be traded by agreement of the carriers involved and approval of the supervisor.
- B. Determination of off day rotations for any future full-time route(s)/assignment(s) and changes to any current full-time route(s)/assignment's off day schedule will be negotiated between the Postmaster and the Branch President or their designees.
- C. When a city carrier or carrier technician (T-6) successfully bids a route or swing within the same swing or group of routes served by the same carrier technician, that carrier shall have the option to take their scheduled days off with them to their new route/swing. The carrier must notify management within two days of being informed of their successful bid if they choose to take their current scheduled days off with them to their new assignment.

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.

It is recognized by both parties that on occasion, emergency conditions may exist which would encourage the Employer to consider the curtailment of operations. Prior to taking action to curtail the operations due to emergency conditions, the Employer shall notify the Union as soon as practicable of its decision and plan of implementation. In cases of such emergency conditions, the Employer will, prior to making a decision to curtail operations, take into consideration such factors as:

- A. Postal officials will make the safety of letter carriers their prime concern, taking appropriate action to protect letter carriers.
- B. No letter carrier will be required to deliver mail after the sounding of a tornado take-cover signal or during an actual tornado.
- C. In the event of other emergency conditions, such as floods, snow, storms, civil unrest, etc., it is the duty and the responsibility of the Postmaster to determine when and where mail delivery is to be suspended.
- D. Any carrier who fears for his/her personal safety or health shall call the office as soon as practical, relate the condition(s) to his/her immediate supervisor and/or manager, and request further instructions.

Item 4 - Formulation of the local leave program.

A. Vacation bidding procedures

1. Vacation bidding will begin on or about November 1 for the following leave year.
2. Vacation bidding will be conducted in two rounds, hereafter referred to as "first round" and "second round."
 - a. During both bidding rounds, annual leave will be granted by city-wide seniority in rotation.
 - b. All city carriers, career and noncareer, will be eligible to bid during each round. Any carrier who will be on leave during any part of the bidding rounds may submit their bid forms in advance and will be placed in the proper order according to their seniority.
 - c. First round bidding will be on or about November 1 through November 3. Leave charts will be updated by end of day two days after the end of bidding. Second round bidding will be on or about November 8 through November 10. Leave charts shall be updated by end of day November 15.
 - d. During the first and second rounds, carriers may request one (1) selection in the choice vacation periods and one (1) selection in the non-choice periods, if the carrier so desires. Each selection may be in units of 5, 10 or 15 days in accordance with Article 10 of the National Agreement.
 - e. Management will post the bidding schedule, with exact dates and seniority lists, for the first and second rounds no later than October 15. These lists will be posted on the official bulletin boards in each office. Carriers will submit their bids in triplicate on Form 3971 and indicate a "first selection" or "second selection." If none of the selections submitted by the carrier are available, the Supervisor and Union Official will notify the carrier immediately. The carrier will have 24 hours to reply with a new form or verbally notify the Supervisor and Union Official of alternate selections. If the carrier does not reply within 24 hours, that carrier will be placed at the bottom of the seniority list for that round.
 - f. Leave requests during the first and second rounds must be submitted for full weeks.
 - g. Three days after the completion of the second round, vacation requests from all career and noncareer city carriers will be accepted on a first-come, first-served basis, including individual days or weeks, during the choice and non-choice periods. Leave slips for the upcoming leave year will be approved if there are slots available on the annual leave calendar, based on seniority. Management shall post a notice at all delivery units and give a stand-up talk on all workroom floors announcing the beginning date for the submission of these requests.

- h. Actual dates of bidding for each round will be determined yearly by management and union officials together. After agreement on exact dates that will be used for annual leave bidding, a stand-up talk will be given at each station to notify the Carriers of the dates.
 3. All annual leave in excess of the allowed maximum carryover must be requested by the carrier before the completion of the second round.
- B. Cancellation of Approved Leave.
 1. These procedures apply to both choice and non-choice vacation periods.
 2. Carriers may cancel approved leave in full week units by providing written notice to the supervisor no later than two weeks prior to the date on which the approved leave begins.
 3. Exceptions to the two weeks prior notice may be made in an emergency upon the approval of the supervisor and the designated union official (normally the steward). Leave canceled under this provision will not be posted for bid.
 4. Canceled leave in full week units will be posted for bid for five working days. Leave so posted will be awarded to the senior bidder except that any carrier whose choice was disapproved during the first or second round will have preference over the senior bidder. A copy of the disapproved form from the first or second round must be submitted as proof of the denied time, with their bid, within the five-day posting period
- C. Requests for annual leave which are made as a part of the first or second round will be submitted to a supervisor, in triplicate, on Form 3971. The carrier will retain one copy which was signed and dated by the supervisor who received it, as proof that the form was submitted.
- D. The number of annual leave slots available for city carriers for each week of the non-choice period shall be as follows:
 1. January 2 through the week before the first full week of March, 8.5% of the authorized carrier compliment, rounded to the nearest whole number.
 2. The week following the last full week of September through the week before Thanksgiving week, 6 slots.
 3. The week after Thanksgiving week through the last full week before the week of Christmas (December 26 - January 1), 8.5% of the authorized carrier compliment, rounded to the nearest whole number.
- E. The Authorized Carrier compliment will include all career and all noncareer city carriers that are on the rolls as of October 15 of the year before the new leave year.

- F. A union officer will help facilitate the annual leave board.
- G. A city carrier, career or noncareer, may not bid or request more annual leave than they have available or will have available for the leave year for which they are bidding or requesting.

Item 5 - The duration of the choice vacation period.

- A. The choice vacation period for the duration of this agreement shall be from the first full week in March, through the last full week in September. Choice vacation will also include the full week of Thanksgiving, and the week of December 26 to January 1.
- B. The week following the last full week of September through the last week of November (excluding Thanksgiving week), will have six annual leave slots available, and will be bid as non-choice vacation.

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

When bidding full weeks of vacation, the vacation period shall start on Monday and end on Sunday, except during the Christmas week, when the vacation runs from December 26 through January 1.

Item 7 - Whether employees, at their option, may request two selections during the choice vacation period, in units of either 5 or 10 days.

- A. Employees may request one selection per round during the choice vacation period, in units of 5, 10, or 15 days in accord with Article 10 of the National Agreement.
- B. The partial week of Christmas before Christmas day will be bid as a full week except when that partial week is a single day, and in that event, the single day will be bid as incidental leave.
- C. The partial week after January 1 will be bid as a full week except when that partial week is a single day, and in that event, the single day will be bid as incidental leave.

Item 8 - Whether Jury Duty and attendance at national or state conventions shall be charged to the choice vacation period.

- A. Jury Duty shall not be charged to the choice vacation selection of the carrier.
- B. Annual leave positions during choice and non-choice vacation periods can be reserved by the Union prior to the scheduling of the choice and non-choice annual leave period for attendance to the State Convention/Training, National Convention, and Annual RAP Session. These dates will be made available to management no later than October 31, each year. Such leave will not count as the carrier's selection.

- C. Six (6) annual leave positions will be reserved by the Union prior to the scheduling of the annual leave period for attending State Convention/Training; five (5) positions will be reserved for attending the annual RAP session; and five (5) positions will be reserved for attending the National Convention. In the event that Branch 104 has a city carrier who is holding a State or National office, an extra position will be made available to be reserved for each of the three events mentioned above. Such leave will not count as the carrier's selection.

Item 9 - Determination of the maximum number of employees who shall receive leave each week during the choice vacation period.

The number of letter carriers who shall be allowed scheduled leave each week during the choice vacation period is thirteen and a half (13.5) percent of the authorized carrier compliment, which includes all career and noncareer city carriers, or eight (8) slots, whichever is greater. When the application of the percentage results in a fractional number, the number will be rounded to the nearest whole number.

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

Employees shall be notified of the approval or disapproval (if disapproved, reason why) of incidental annual leave within three (3) working days of the date Form 3971 is submitted to their supervisor. Form 3971 not being returned to carrier or a union official within three (3) working days, will be considered "approved."

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

Each delivery unit will be notified by October 15 of when the first day of each new leave year is.

Item 12 - The procedures for the submission of applications for annual leave during other than the choice vacation period.

- A. Three days after completion of the second round of the vacation bidding, all career and noncareer city carriers may request incidental annual leave on a first come, first served basis for all of the remaining openings, choice and non-choice, through the end of the leave year.
- B. Properly submitted and processed leave requests will be considered in the order of the date received, not by seniority. When two or more leave requests are submitted on the same day, those requests will be considered in order of seniority.
- C. Requests for previously unscheduled leave shall be submitted in triplicate, on Form 3971 and handed to a supervisor no later than the Monday prior to the service week in which leave is desired. If there is an opening available on the annual leave board, the request will be approved.

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

The order in which city carriers will be chosen to work holidays will be as follows:

1. All full-time regular, full-time flexible, part-time regular, and part-time flexible employees who possess the necessary skills and have volunteered to work on their holiday or their designated holiday, by seniority.
2. All full-time regular, full-time flexible, part-time regular, and part-time flexible employees who possess the necessary skills and have volunteered to work on their non-scheduled day, by seniority.
3. All City Carrier Assistant employees, and noncareer city carriers.
4. All part-time flexible employees to the maximum extent possible, even if the payment of overtime is required.
5. Full-time regular, full-time flexible, and part-time regular employees who possess the necessary skills and have not volunteered to work on what would otherwise be their non-scheduled day, by inverse seniority.
6. Full-time regular, full-time flexible, and part-time regular employees who possess the necessary skills and have not volunteered to work on what would otherwise be their holiday or their designated holiday, by inverse seniority.

Item 14 - Whether "Overtime Desired" lists in Article VIII shall be by section and/or tour.

- A. The overtime desired list shall be city-wide, and posted in all delivery units of the Lawrence, KS post office.
- B. Management will keep equitability of the carriers on the overtime list within 15 hours of the top overtime earner quarterly.

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

The number of light duty assignments will remain flexible.

Item 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.

No assignment of light duty work shall eliminate the consideration or requirement in the establishment of a regular eight (8) hour tour of duty.

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

The following shall be considered light duty assignments. This list is not restrictive.

- A. Labeling cases.
- B. Collections.
- C. Performing services on auxiliary routes which the ill or injured employee may be able to perform.
- D. Normal carrier duties which the ill or injured employee may be able to perform.
- E. Recording Forms 3575 on necessary carrier forms.
- F. Any other duties that the employee and management may agree upon that the employee may perform.

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

When it is proposed to reassign employees excess to the needs of the section, the section will be the City Carrier Craft, city-wide.

Item 19 - The assignment of employee parking spaces.

- A. Parking shall be continued under the present system. All spaces in excess to the needs of the service (as determined by the Postmaster) shall be assigned to bargaining unit employees in a timely manner. These assignments shall be based on seniority within an office, regardless of craft.
- B. The president of each craft together with a designated supervisor, will work together to enforce the parking program and to recommend the best method for utilizing designated employee parking spaces.
- C. When the regular assigned space is vacant due to a non-scheduled work day, or leave, the utility carrier or substitute assigned to that route shall use the assigned parking space, unless the carrier assigned to that space is working another assignment.
- D. In the event that a single craft employee would have the ability to take two parking spots, it shall then become first come, first served in the morning for the extra spot. (i.e., A carrier technician has the seniority to be assigned a parking spot in the MPO parking lot. Said carrier technician will be carrying a route of another city carrier who has the seniority to also have a parking spot in the MPO parking lot. In this situation, the extra parking spot in the MPO parking lot shall be open to a first come, first served situation, regardless of seniority.)
- E. In the event that a carrier with an assigned space has a day off when the route is not delivered (e.g., no Saturday delivery), that space shall be first come, first served unless that carrier is working another assignment.

Item 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 total choice vacation plan.

Request for annual leave to attend union activities requested prior to the determination of the choice vacation schedule shall be part of the total choice vacation plan.

Item 21 - Those other items which are subject to local negotiations as provided in the craft provisions of the Agreement.

- A. Carrier Compliment will consist of all career city carriers, all noncareer city carriers, and all part-time work force on the rolls as of October 15 of the year before the leave year.
- B. No carrier shall be permitted to perform any duties unless carrier is on the clock. Supervisors shall forbid any carrier to perform any duties while off the clock.
- C. With seasons, and weather patterns constantly changing, in an effort to minimize heat related illnesses, all categories (career and noncareer) of city carriers, will be allowed to wear the complete uniform style of their choice, including black, leather shoes, to meet their individual comfort level, regardless of the time of year.
- D. On the job training.

NALC Branch 104 and Management recognize the importance of quality training. As outlined in Section 7 of the ELM, "the people employed by the Postal Service are its major assets, and the training and development of these human resources is a key investment strategy for individual and organizational success...Responsibility for the training and development of Postal employees is shared by the individual employee, his or her supervisor or manager, and the organization." Pursuant to this, and in addition to following, but not limited to, the components of the Standard Training for City Letter Carriers Participant Guide, city letter carriers used as facilitators and instructors for on-the-job training will be selected from a list of candidates provided by and agreed upon by the Union and Management. OJIs (On the Job Instructors or Trainers) will be:

1. Given flexibility as to what route(s) will be used for training, the determination of which will be made in consultation with the regular (or carrier technician) of said route (if route differs from the one assigned to the trainer). Both the trainer and the carrier of record for the route that might be used for training that day need to agree to complete this switch. If an agreement cannot be made, OJIs will use the route they are originally assigned to that day for the training.
2. Given compensation at a Carrier Technician's hourly rate for the hours that they are training. Proper completion and submittal of PS Form 1723 shall be provided by management to a Branch 104 Union Officer and OJI within two (2) days of completed training of each CCA to ensure timely compensation.

E. Regularly scheduled Labor/Management Meetings.

1. In accordance with the provisions set forth in Article 17, Section 5, of the National Agreement, joint labor-management committee meetings will be held regularly for the purpose of discussing working conditions with the intention of maintaining good labor-management relations at both stations of the Lawrence Post Office. Here, "Labor" refers to no less than one local NALC officer or designee from each office and "Management" refers to no less than one manager/supervisor from each office. All efforts will be made to maintain an equal balance. The Postmaster will be required to attend at least every other meeting, though his/her attendance is encouraged at every meeting.
 2. Meetings will be held every other month, preferably January, March, May, July, September, and November, prior to the 17th, and will be on the clock at a time and location mutually agreed upon by both parties. Additional and/or emergency meetings may be scheduled by Management or the Union outside of these scheduled meetings as concerns or matters arise.
 3. Agenda items for labor-management committee meetings shall be exchanged by the President of Branch 104 (or their designee) and the Postmaster (or their designee) at least two (2) calendar days prior to the day on which the meeting is scheduled. Items not placed on such an agenda shall be discussed only by mutual consent of both parties, and if accepted, will be discussed only after completion of the previously agreed upon agenda items.
 4. The Union will prepare an agenda for the meeting, and it will consist of subjects presented by both parties.
 5. Minutes of labor-management meetings may be kept by both parties and copies shall be exchanged and initialed by the parties for verification within five (5) days after the meeting. Any agreement reached at such meetings shall be reduced to writing and signed by both parties also within five (5) days after the meeting.
 6. The policies to be established by Management for the holiday operation (peak) will be a subject of discussion at a timely regularly scheduled meeting, but no later than the November meeting.
 7. With the approval of both parties, scheduled meetings may be canceled. If either party proposes cancelling a meeting, the proposal must be made by Branch 104's President (or their designee) or the Postmaster (or their designee) to the other party one (1) week prior to the previously agreed upon scheduled meeting.
- F. Any city carrier that has been approved for one day or multiple days of annual leave that are in conjunction with Non-Scheduled day(s), or Holiday/designated Holiday, will not be required to work on their Non-Scheduled day(s) or Holiday/designated Holiday. Carriers maintain the right to work their Non-Scheduled day(s) if they choose to, upon request from

Management. City Carriers will also be allowed to volunteer to work in accordance with Article 11 of the National Agreement regardless of if they have approved annual leave in conjunction with a Holiday or Non-Scheduled day. (i.e., A City Carrier with an approved annual leave day on either Thursday, prior to their long weekend, or Monday, after their long weekend, will not be required to work either day of their long weekend. Carriers do maintain the right to work either day of their long weekend if they chose to, upon request from Management.)

- G. 1. In accordance with Article 17 of the National Agreement, when union officials are conducting official business with management, the parties are meeting as equals.
- 2. When union officials are conducting union business on 613 time, they shall dress as they deem appropriate as long as the union official will not be performing any street or other public facing function.
- H. Management agrees to allow city carriers up to 3 days of approved leave (of the carrier's choice) for the death of a Domestic Partner or Cohabiting Partner or for the death of a Domestic Partner's or Cohabiting Partner's:
 - 1. Children and spouses of children – biological, adopted, stepchild, daughter-in-law or son-in-law;
 - 2. Parent;
 - 3. Sibling – biological, adopted, stepsibling;
 - 4. Brother-in-law, Sister-in-law;
 - 5. Grandparent.

Item 22 – Local implementation of this agreement relating to seniority, reassignments and posting.

- A. Letter Carriers may bid for an assignment using the Telephone Bidding System at 1-800-222-2415 (or 1-800-520-0625 TDD), or by accessing Lite Blue (<https://liteblue.usps.gov>). In the event phone and electronic bidding is unavailable, management will provide paper bidding forms and a secure receptacle for placement of forms.
- B. Letter Carriers using unscheduled leave will either call the Automated Telephone System at 877-477-3273, or use Lite Blue (<https://liteblue.usps.gov>). In the event the phone system is unavailable, or the carrier is unable to access Lite Blue, carriers will be able to call the station that they are to report to and speak with a supervisor, alerting them that they will be absent.
- C. UARs, PTFs, CCAs, and any other noncareer city carrier, may opt on route(s) that will be vacant for a week or more by filling out the provided forms. Management will sign and date the form, and return a copy to the carrier, at the time it is received. Route opts will be on a

first-come, first-served basis. If two opts are received on the same day, UARs, then PTFs will be given first choice by seniority, and then CCAs or other noncareer city carriers will be given first choice by relative standing. PTFs, CCAs, and other noncareer city carriers may be temporarily removed from their opts, only if a full-time carrier, assigned or unassigned, is in need of 8 hours. An updated calendar will be posted weekly, alongside the annual leave board, keeping track of all opts that UARs, PTFs, CCAs, or any other noncareer city carrier will have throughout the year.

- D. Posting and bidding for duty assignments shall be city-wide. Notice inviting bids for letter carrier craft assignments shall be posted on the official bulletin board for ten (10) days at both installations. Copies of the notice shall be given to the local Union.
- E. Seniority shall be city-wide.
- F. 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), changes more than 35% or is abolished, as a result of, but not limited to, route adjustments, highway projects, housing projects, and mode of delivery, all routes and full-time duty assignment(s) at that unit held by carriers who are junior to the carrier(s) whose route(s) or full-time duty assignment(s) was changed by more than 35%, or was abolished, shall be posted for bid in accordance with the posting procedures in Article 41.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into on May 20, 2021, at Lawrence, Kansas, between representatives of the United States Postal Service and the designated agent of NALC Branch 104, pursuant to the Local Provisions of the 2019 National Agreement with the National Association of Letter Carriers.


Michelle Save
Postmaster, Lawrence, KS

06/10/2021
Date


Blake Rockers
President, NALC, Branch 104

6/10/2021
Date