## MEMORANDUM OF UNDERSTANDING BETWEEN THE NATIONAL ASSOCIATION OF LETTER CARRIERS, AFL-CIO AND THE UNITED STATES POSTAL SERVICE

It is agreed that the following procedures will be used in situations in which a regular letter carrier, as a result of illness or injury, is temporarily unable to work his or her normal letter carrier assignment, and is working another assignment on a light duty or limited duty basis, or is receiving Continuation of Pay (COP) or compensation as result of being injured on the job, sick leave, or annual leave or Leave Without Pay (LWOP) in lieu of sick leave.

## I. Bidding

- A) A regular letter carrier who is temporarily disabled will be allowed to bid for and be awarded a letter carrier bid assignment in accordance with Article 41, Section 1.C.1, or, where applicable, in accordance with the provisions of a local memorandum of understanding, provided that the letter carrier will be able to assume the position within six (6) months from the time at which the bid is placed.
- B) Management may, at the time of submission of the bid or at any time thereafter, request that the letter carrier provide medical certification indicating that the letter carrier will be able to perform the duties of the bid-for position within six (6) months of the bid. If the letter carrier fails to provide such certification, the bid shall be disallowed, and, if the assignment was awarded, it shall be reposted for bidding. Under such circumstances, the letter carrier shall not be permitted to re-bid the next posting of that assignment.
- C) If at the end of the six (6) month period, the letter carrier is still unable to perform the duties of the bid-for position, management may request that the letter carrier provide new medical certification indicating that the letter

carrier will be able to perform the duties of the bid-for position within the second six (6) months after the bid. If the letter carrier fails to provide such new certification, the bid shall be disallowed and the assignment shall be reposted for bidding. Under such circumstances, the letter carrier shall not be permitted to re-bid the next posting of that assignment.

- D) If at the end of one (1) year from the placement of the bid the letter carrier has not been able to perform the duties of the bid-for position, the letter carrier must relinquish the assignment, and shall not be permitted to re-bid the next posting of that assignment.
- E) It is still incumbent upon the letter carrier to follow procedures in Article 41.1.B.1 to request notices to be sent to a specific location when absent. All other provisions relevant to the bidding process will also apply.

## II. <u>Higher Level Pay</u>

Letter carriers who bid to a higher level assignment pursuant to the procedures described in the preamble and Part I, Bidding, above, will not receive higher level pay until they are physically able to, and actually perform work in the bid-for higher level position.

George S. McDougald

General Manager

Grievance and Arbitration

Division

Labor Relations Department United States Postal Service

Lawrence G. Hutchins

Vice President

National Association of Letter Carriers, AFL-CIO

March 16, 1987