

**LOCAL AGREEMENT**  
**(LMOU/ARTICLE 30)**

**BETWEEN**

**UNITED STATES POSTAL SERVICE**  
**LEBANON, KENTUCKY**

**AND**

**NATIONAL ASSOCIATION OF LETTER**  
**CARRIERS, BRANCH 14**  
**LEBANON, KENTUCKY**

**NOVEMBER 2011 – MAY 2016**

## **MEMORANDUM OF UNDERSTANDING**

This MEMORANDUM OF UNDERSTANDING is made and entered into on this day, April 18, 2013, at Lebanon, Kentucky BY and BETWEEN authorized Management representatives of the UNITED STATES POSTAL SERVICE, hereinafter the Employer, and BRANCH 14, NATIONAL ASSOCIATION OF LETTER CARRIERS, hereinafter the Union, pursuant to the Local Implementation Provision of the 2011 Working Agreement.

**Authorized Union Representative  
Branch 14, National Association  
Of Letter Carriers**

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**ANTHONY L. WEDDLE  
President, Branch 14, NALC**

**Authorized Management Representative  
United States Postal Service  
Lebanon, Kentucky**

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**TONY YOUNG  
Postmaster  
Lebanon, Kentucky Post Office**

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## **Scope of Memorandum of Understanding**

This “Memorandum of Understanding” constitutes the entire agreement by the parties and correctly expresses all the rights and obligations of the parties, except for impasse submitted to higher authority and/or arbitration. The parties acknowledge that each has the opportunity to make demands and proposals with respect to all collective bargaining subjects. Each party agrees that for the life of this “Memorandum of Understanding” the other parties shall not be obligated to bargain with respect to any subject not covered in the “Memorandum of Understanding” or reserved by formal understanding as a subject for continued negotiations during the term of this Memorandum.

## **Separability and Duration**

Should any part of the “Memorandum of Understanding” or any provisions contained herein be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by court of competent jurisdiction, such invalidation of such part or provision of this “Memorandum of Understanding” shall not invalidate the remaining portions of this “Memorandum of Understanding” and they shall remain in force and effect.

### **ITEM 1 - ADDITIONAL OR LONGER WASH UP PERIODS**

Section - A Reasonable wash-up time will be given to letter carriers for performing work with dirty or toxic materials.

Section – B A letter carrier who is required to fuel his/her delivery vehicle will be provided reasonable wash-up time in instances where the fuel has splashed back onto the individual.

### **ITEM 2 – THE ESTABLISHMENT OF REGULAR WORK WEEK OF FIVE DAYS WITH EITHER FIXED OR ROTATING DAYS OFF**

All letter carrier routes will be on a fixed day off schedule with the work week running from Saturday through Friday unless otherwise agreed between the local parties.

### **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**

Section A - Letter carriers shall not be required to attempt delivery during periods of inclement weather of such severity that civil authorities (e.g. city mayors, state highway police authorities, or state highway administrative authorities) consider road travel hazardous and have informed the public by radio, television, or other media not to travel public streets or highways.

Section B - During conditions of inclement weather letter carriers will attempt to report for work. However, if this is not possible and conditions are of such severity where authorities have ordered curtailment due to emergency conditions, letter carriers will be excused from reporting and will not be charged AWOL only as long as the emergency conditions exists.

#### **ITEM 4 - FORMULATION OF LOCAL LEAVE PROGRAM**

Section A - Management will post the leave calendar after the final round of choice vacation selections are completed and verified by the supervisor. All selections must be completed by January 15th.

Section B - Letter carriers will not be forced to work while on approved annual leave, except in emergency conditions.

Section C - Military leave will not be counted as a part of the total number of carriers allowed off for annual leave in accordance with Item 9 of the LMOU.

Section D - Letter carriers may cancel any or all annual leave at their discretion. Letter carriers, including City Carrier Assistants, will not be required to use five (5) days of annual leave in order to receive their selection of annual leave.

Section E - The procedures for selecting vacation periods for career carriers will be in accordance with the following:

- Letter carriers will select vacation periods by seniority, this includes regular carriers and Part Time Flexibles (PTF).
- Each selection period will be for five (5) days of annual leave.
- Each letter carrier must make a first selection before a second selection can be made.
- Selections for vacation periods shall continue until carriers have exhausted the total number of weeks of annual leave earned for that year.
- All programmed annual leave will be honored except in emergency situations.

Section F - Once selections of vacation periods are complete for career letter carriers, City Carrier Assistants (CCA's) will be permitted to select one (1) five (5) day period from the remaining unselected vacation periods during the choice vacation period.

Section G - If a CCA has an inadequate leave balance at the time his/her leave selection arrives, he/she must notify management no later than the Tuesday preceding the service week in which the leave period starts to identify the day(s) of annual leave canceled in accordance with Item 4 section D.

#### **ITEM 5 - DURATION OF THE CHOICE VACATION PERIOD**

The duration of the choice vacation period will be from the first day of the leave year through the end of December.

**ITEM 6 - THE DETERMINATION OF THE BEGINNING DAY OF AN EMPLOYEES VACATION PERIOD**

The beginning day of an employee's choice vacation period will start at 12:01 a.m. Monday and end at midnight Saturday.

**ITEM 7 - WHETHER EMPLOYEES AT THEIR OPERATION MAY REQUEST TWO SELECTIONS DURING THE CHOICE VACATION PERIOD IN UNITS OF EITHER 5 OR 10 DAYS.**

The choice vacation period identified in Item 5 of the LMOU begins the first day of the leave year through the end of December. Therefore, there will be no limitations in the number of vacation selections taken during the choice vacation period.

**ITEM 8 - WHETHER JURY DUTY AND ATTENDANCE AT NATIONAL OR STATE CONVENTIONS SHALL BE CHARGED TO THE CHOICE VACATION PERIOD**

Section A - Jury duty will not be charged to the choice vacation period. Letter carriers who are required to attend jury duty on one of their vacation selections will be allowed to select another week from the remaining available vacation periods.

Section B - Letter carriers attending a National or State convention during the choice vacation period will be counted in the total number of carriers allowed off during that period. The president of Branch 14 will notify the postmaster of the delegates which are identified by December 1st. The names of the delegates will be written in the leave week of the National or State convention and the requested leave will not be considered one of the letter carrier's leave selections in accordance with Item 7 of the LMOU. The leave week for National and State Conventions will be reopened once the delegates have been granted leave.

**ITEM 9 - DETERMINATION OF THE MAXIMUM NUMBER OF EMPLOYEES WHO SHALL RECEIVE LEAVE EACH WEEK DURING THE CHOICE VACATION PERIOD**

The total number of letter carriers allowed annual leave each week will be one (1). More will be considered if service is not affected.

**ITEM 10 - THE ISSUANCE OF OFFICIAL NOTICES TO EACH EMPLOYEE OF THE VACATION SCHEDULE APPROVED FOR SUCH EMPLOYEE**

Requests for choice vacation periods will be submitted using duplicate form 3971. After the completion of each round of selections the supervisor will have five (5) workdays to approve the 3971 and to return a copy of the PS Form 3971 to the employee.

**ITEM 11 - DETERMINATION OF THE DATE AND MEANS OF NOTIFYING  
EMPLOYEES OF THE BEGINNING OF THE NEW LEAVE YEAR**

A calendar shall be posted not later than November 1<sup>st</sup> of each year notifying employees of the beginning of the new leave year.

**ITEM 12 - THE PROCEDURES FOR SUBMISSION OF APPLICATION FOR ANNUAL  
LEAVE OTHER THAN THE CHOICE VACATION PERIOD**

Section A - All letter carriers may request incidental (casual) annual leave by submitting in duplicate, Form PS-3971, to their supervisor no more than sixty (60) calendar days in advance and no later than the Tuesday preceding the week in which the annual leave is desired. The supervisor will enter the date and time of the 3971 when received on both copies and return one to the carrier. Requests for incidental leave will be awarded on a first come, first served basis.

Section B - Requests for incidental leave will be determined for approval by the supervisor as far in advance as practicable but no later than the Wednesday preceding the service week the annual leave is desired. If the leave request is disapproved, the supervisor will return the original 3971 to the carrier with the reason written on the 3971.

**ITEM 13 -THE METHOD FOR SELECTING EMPLOYEES TO WORK ON A  
HOLIDAY**

Management will post a notice on the Tuesday preceding the service week in which the holiday falls listing the number of carriers required to work. Management will schedule letter carriers in the following order:

1. All part-time flexible carriers even if the payment of overtime is required.
2. All full-time carriers who have volunteered to work on their holiday or their designated holiday, by seniority.
3. All full-time regular, full-time flexible and part-time regular carriers who have volunteered to work their non-scheduled day, by seniority.
4. All City Carrier Assistants (CCA's) even if the payment of overtime is required.
5. Full-time regular, full-time flexible and part-time regular carriers who have not volunteered to work their non-scheduled day, by inverse seniority.
6. Full-time regular, full-time flexible and part-time regular carriers who have not volunteered to work their holiday or designated holiday, by inverse seniority.

**ITEM 14 – WHETHER “OVERTIME DESIRED” LISTS IN ARTICLE 8 SHALL BE BY SECTION AND/OR TOUR**

Section A - The overtime desired list will be made up by craft.

Section B - Any letter carrier in a leave status for the entire two (2) weeks prior to a calendar quarter may submit a written notification, with a steward’s approval, to his/her supervisor stating that they want their name placed on the overtime desired list for that quarter. The notification must be received upon the first work day the carrier returns to duty.

**ITEM 15 – THE NUMBER OF LIGHT DUTY ASSIGNMENTS WITHIN EACH CRAFT OR OCCUPATIONAL GROUP TO BE RESERVED FOR TEMPORARY OR PERMANENT LIGHT DUTY ASSIGNMENT**

When it is not possible to assign an ill or injured carrier to a light duty assignment within the carrier craft in accordance with Article 13 of the National Agreement, the installation head or his/her designee shall discuss the matter with a representative of the NALC prior to affecting a permanent reassignment outside the craft.

**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**

Management will give every consideration to documented requests for temporary light duty. Light duty assignments will be established by consultation to provide maximum possible light duty work in the carrier craft.

**ITEM 17- THE IDENTIFICATION OF ASSIGNMENTS THAT ARE TO BE CONSIDERED LIGHT DUTY ASSIGNMENTS WITHIN EACH CRAFT REPRESENTED IN THE OFFICE**

Temporary light duty assignments consistent with the needs of the service and restrictions of carriers may be utilized on the following duties:

1. All duties which can be performed on the carrier’s own assignment.
2. Mounted auxiliary routes.
3. Other suitable work within the letter carrier craft.

**ITEM 18 – THE IDENTIFICATION OF ASSIGNMENTS COMPRISING A SECTION, WHEN IT IS PROPOSED TO REASSIGN WITHIN AN INSTALLATION EMPLOYEES EXCESS TO THE NEEDS OF A SECTION**

For the purposes of excess to the needs of a section, the entire installation shall comprise the section.



## **ITEM 19 – THE ASSIGNMENT OF EMPLOYEE PARKING SPACES**

Management will plan for all employees to have adequate parking as close as possible to their work office.

## **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 CHOICE VACATION PLAN**

Annual leave approved to attend union activities prior to the granting of choice vacation period will be counted in the total number of carriers allowed leave each week in accordance with Item 9 of the LMOU.

## **ITEM 21 - THOSE OTHER ITEMS WHICH ARE SUBJECT TO LOCAL IMPLEMENTATION AS PROVIDED IN THE CRAFT PROVISIONS OF THIS AGREEMENT**

Section A - Letter carrier routes shall not be reposted because of a change in starting time, regardless of whether the change is greater than or less than one (1) hour.

Section B - A fulltime regular carrier called in to work on a non-scheduled day shall work his or her full-time duty assignment.

Section C - Two non-productive breaks will be taken daily. Both shall be on the street in accordance with the instructions in the M41, Section 25. Items will be discussed at the union's request in accordance with M39, section 242.341.

## **ITEM 22- LOCAL IMPLEMENTATION OF THIS AGREEMENT RELATING TO SENIORITY, REASSIGNMENTS AND POSTING**

Section A - A notice inviting bids will be posted on a carrier section wide basis.

Section B - The notice inviting bids for letter carrier craft assignments and to other assignments will be posted on the official bulletin board for ten (10) days.

Section C - Bidding will be by entire city carrier craft. The non-scheduled day will be bid separate from route, only if it is bid on a carrier within the same swing. A carrier bidding outside the swing must bid on the non-scheduled day and route together.

Section D - Bids will be placed in a locked box and opened after ten (10) calendar days after the notice inviting bids was posted. At that time, the Postmaster, or management representative, and a union representative will open the box together.