

LOCAL AGREEMENT
(LMOU/ARTICLE 30)

BETWEEN

UNITED STATES POSTAL SERVICE
SHELBYVILLE, KENTUCKY

AND

NATIONAL ASSOCIATION OF LETTER
CARRIERS, BRANCH 14
SHELBYVILLE, KENTUCKY

NOVEMBER 2011 - MAY 2016

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING is made and entered into on this April 30, 2013, at Shelbyville, 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**

**Anthony L. Weddle
President, Branch 14, NALC**

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

**Chip Robinson
Postmaster, Shelbyville 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 - All programmed annual leave for letter carriers will be on a strict craft seniority basis.

Section B - The vacation calendar will be given to the senior carrier thirty (30) days prior to the beginning of the choice vacation period.

Section C - The vacation calendar will be passed throughout the letter carrier craft by seniority and each carrier will indicate his/her selections for the choice period on the calendar. Each carrier will be permitted a maximum of forty-eight (48) hours to make their selections in accordance with Item 7 of the LMOU, per round, once he/she receives the vacation calendar beginning with the senior carrier.

Section D - Letter carriers may cancel any or all annual leave at their discretion. When cancelling annual leave carriers must inform management by the Tuesday preceding the service week in which the leave is to start. All carriers, including City Carrier Assistants, will not be required to use five (5) days of annual leave in order to receive their selection of programmed annual leave.

Section E - Programmed annual leave periods cancelled fourteen (14) days in advance will be reposted immediately for three (3) days and awarded by seniority. Bidding letter carriers must have sufficient leave to bid in increments of no less than forty (40) hours.

Section F - There will be no exchanging of programmed annual leave unless all carriers with seniority falling between the carriers exchanging leave have had the opportunity to participate in the exchange.

Section G - The remainder of a letter carrier's leave balance may be taken at other times during the year as requested in accordance with the procedures listed in Item 12 of the LMOU.

ITEM 5 – THE 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 THE EMPLOYEE’S VACATION PERIOD

The vacation period will begin at 12:01 am Monday and end at midnight on Sunday.

ITEM 7 – WHETHER EMPLOYEES AT THEIR OPTION MAY REQUEST TWO SELECTIONS DURING THE CHOICE VACATION PERIOD

Section A - Letter carriers will have the option of requesting two (2) rounds of selections for vacation periods during the choice vacation period.

Section B - The procedure for the selections of vacation periods during the choice vacation period will be in accordance with the following:

1. First round selection: All career letter carriers who at the beginning of the leave year earn thirteen (13) days of annual leave shall be permitted to select two (2) five (5) day periods or one (1) ten (10) day period during the choice vacation period. Career letter carriers who at the beginning of the leave year earn twenty (20) or twenty six (26) days of annual leave shall be permitted to select one (1) five (5) day period and then one (1) ten (10) day period or fifteen (15) continuous days during the choice vacation period.
2. Second round selection:
 - a. Career letter carriers who at the beginning of the leave year earn twenty (20) days of annual leave will be permitted to select one (1) five (5) day period of programmed annual leave. Career letter carriers who at the beginning of the leave year earn twenty-six (26) days of annual leave will be permitted to select two (2) five (5) day periods of programmed annual leave.
 - b. City Carrier Assistants (CCA’s) shall be permitted to select one (1) five (5) day period at the end of the second round of programming annual leave. The CCA’s leave duration will be in accordance with Item 6 of the LMOU. 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 B.

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

Section A - Jury duty will not be counted in the total number of carriers allowed annual leave each week during the choice vacation period.

Section B - Letter carriers attending a National or State convention during the choice vacation period will not be counted in the 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 will not be considered one of the letter carrier's leave selections.

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

Section A - The total number of letter carriers who shall receive annual leave each week shall be equal to 18 percent of the letter carrier complement as of December 1st of each year. When applying the 18 percent requirement, any fraction of .50 or more will be rounded up to the next higher number. The minimum number of letter carriers allowed annual leave each week during the choice vacation period will be one (1). More may be considered depending on service conditions.

Section B - Military leave will not be counted towards the total number of letter carriers allowed leave each week during the choice vacation period.

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

Upon completion of all vacation selections for the choice vacation period, each carrier will submit PS Form 3971, in triplicate, to the immediate supervisor for each week selected. The supervisor will immediately sign each form indicating the date and time of receipt and return one (1) copy of each selection to the carrier. Within seven (7) days of the end of the selection process, the supervisor will sign the approval section of each form and return one (1) copy to the respective carrier.

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

The vacation schedule will be posted on November 15th, or the first working day thereafter, until December 1st when the selection process for vacation periods begin. The two rounds of selecting programmed annual leave will be completed by January 15th.

ITEM 12 - THE PROCEDURES FOR SUBMISSION OF APPLICATIONS FOR ANNUAL LEAVE DURING OTHER THAN THE CHOICE VACATION PERIOD

Section A - All letter carriers may request incidental annual leave as needed at other times during the year by submitting in triplicate, Form PS-3971, to their supervisor no earlier than thirty (30) calendar days in advance and no later than the Tuesday preceding the week in which the annual leave is desired. Management shall approve requests for incidental leave to the extent

practicable including any requests submitted after the Tuesday preceding the service week in which the leave is desired. The supervisor will enter the date and time of the 3971 when received on all 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 in which the annual leave is desired, provided, the request was submitted by the Tuesday preceding the service week in which the leave is requested. If the leave request is disapproved, the supervisor will return the original 3971 to the carrier with the reason for disapproval written on the 3971.

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

The following Holiday Scheduling Default Pecking order will be used to schedule letter carriers for holiday work and the schedule will be posted as of the Tuesday preceding the service week in which the holiday falls:

1. All Part-Time Flexible carriers.
2. All full-time carriers who have volunteered to work on their holiday or their designated holiday, by seniority.
3. All full-time carriers who have volunteered to work their non-scheduled day, by seniority.
4. All City Carrier Assistant (CCA's)
5. Full-time carriers who have not volunteered to work their non-scheduled day, by inverse seniority.
6. Full-time 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

The Overtime Desired List (ODL) will be by craft.

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

Parking will be assigned for vehicles used in the delivery of mail. All other parking will be first come, first served.

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

Annual leave to attend union activities prior to the determination of the choice vacation schedule will not be part of the total choice vacation period.

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

Section A - Article 41, section 3.O.

Article 41, section 3.O. of the National Agreement shall be made part of this Memorandum of Understanding. When a letter carrier bid assignment or full-time duty assignment other than the letter 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 bid assignments 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.

Section B - Union Activities

1. The union steward shall have the right to petition station supervisors for permission to make announcements of interest to city letter carriers.
2. The union steward shall have the right to petition station supervisors for the purpose of using the telephone in the performance of their duties.

Section C - Letter Carriers may take one (1) of their two (2) established ten (10) minute breaks in conjunction with their lunch period.

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

Topics relating to seniority, reassignments and postings will follow Article 41 of the National Agreement.