

LOCAL AGREEMENT

(LMOU/ARTICLE 30)

BETWEEN

UNITED STATES POSTAL SERVICE
CAMPBELLSVILLE, KENTUCKY

AND

NATIONAL ASSOCIATION OF LETTER CARRIERS,
BRANCH 2773
CAMPBELLSVILLE, KENTUCKY

SEPTEMBER 2019 – MAY 2023

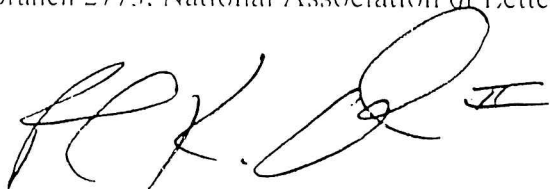
M.R.O.

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING is made and entered into on this day,
05/24/2021, at Campbellsville, Kentucky BY and Between authorized Management
representatives of the UNITED STATES POSTAL SERVICE, hereinafter the Employer, and
BRANCH 2773, NATIONAL ASSOCIATION OF LETTER CARRIERS, hereinafter the Union,
pursuant to the Local Implementation Provision of the 2019 Working Agreement.

Authorized Union Representative

Branch 2773, National Association of Letters carriers



Ron Osborne

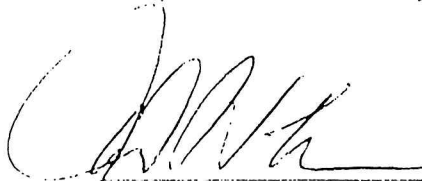
Local Business Agent

Region 6 (KIM), NAALC

Authorized Management Representative

United States Postal Service

Campbellsville, Kentucky



David Lane

Postmaster

Campbellsville, 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 who 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 rotating 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 AWOI, only as long as the emergency conditions exist.

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 part of the total number of carriers allowed off for annual leave in accordance with item 9 of the LMOU.

Section D - Letter carriers, career or non-career, may cancel any or all annual leave at their discretion. Letter carriers will not be required to use five (5) days of annual leave in order to receive their selection of annual leave. For the purposed of reposting vacation periods due to cancellations, cancellations should be reported to local management at least 30 days prior to the requested leave to provide sufficient time to repost the vacation period.

Section E - Carriers transferring into the installation shall be granted their vacation selections made in the losing installation provided the selected vacation periods are not already chosen. In the event the vacation period is already chosen, the carrier shall be permitted to select another vacation period or periods that is/are open during the choice vacation period. Carriers must provide written proof of vacation selections made in the losing installation prior to making selections within the gaining installation.

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

1. Letter carriers will select vacation periods by seniority.
2. Career carriers may select one (1) ten (10) day selection which shall be two consecutive weeks during the selection process. All other selections shall be for five (5) day periods.
3. Each letter carrier must make a first selection before a second and subsequent selections can be made.

4. Selections for vacation periods shall continue until carriers have exhausted the total number of weeks of annual leave earned for that year. Part Time Flexible carriers will be allowed to program the maximum number of selections as afforded by their years of creditable service.
5. All programmed annual leave shall be honored except in emergency situations.
6. After City Carrier Assistants have completed their selections of vacation periods in accordance with Section G of this item number, career carriers will be allowed to select additional five (5) day selection periods to program carryover leave from the previous year. Selections for programming carryover leave shall be made in accordance with bullet numbers 1 and 3 of this section until all available carryover leave is exhausted.

Section G -- Once selections of vacation periods for career carriers for leave earned for that year are made and prior to selections for carryover leave are made, 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. Selections shall be made by relative standing of CCA's.

Section H -- If a PTF or 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 cancelled 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 full vacation week in January which includes January 1st and runs through the last week in November which includes November 30th. The week which includes December 25 shall also be part of the choice vacation period.

ITEM 6 - THE DETERMINATION OF THE BEGINNING DAY OF AN EMPLOYEE'S VACATION PERIOD

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

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 duration of the choice vacation period will be from the first full vacation week in January which includes January 1st and runs through the last week in November which includes November 30th. The week which includes December 25 shall also be part of the choice vacation period. Therefore, selection of the week which includes November 30th may only be selected as part of a 10-day selection if the week prior to the week which includes November 30th is selected. The week which includes December 25th may not be selected as part of a 10-day selection.

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 Union will notify the postmaster of the delegates which are identified by November 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 4 of the LMOU.

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). Management may approve additional carriers off if service conditions permit.

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 PS Form 3971. After the completion of vacation selections, the supervisor will have five (5) workdays to approve the 3971 and return a copy 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 1st 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 annual leave is desired. The supervisor will enter the date and the time of the 3971 when received on both copies and return one to the carrier within seven (7) days of the request. 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 for disapproval written on the 3971. Requests for incidental (casual) annual leave shall be approved provided service conditions permit for such approval.

**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 regulars who have volunteered to work their non-scheduled day, by seniority unless there is insufficient work to cover the contractual work hour guarantees.
4. All City Carrier Assistants 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.

[Handwritten initials] R.D.

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

Section A - The overtime desired list shall 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 workday 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 the 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 IDENTIFYING OF ASSIGNMENTS COMPRISING A SECTION, WHEN IT IS PROPOSED TO REASSIGN WITHIN AN INSTALLATION EMPLOYEES EXCESS TO THE NEEDS OF THE SECTION

For the purpose of excess to the needs of the 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. The use of parking spaces at the installation shall be on a first come, first served basis.

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

Section A - 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.

Section B - Leave requested by carriers serving as a union official in regard to union activities other than National or State conventions shall be granted under the conditions set forth in Article 24, Section 2.C. of the National agreement.

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 be reposted in the event of a change in starting time of greater than one (1) hour.

Section B - A full-time regular carrier called in to work a non-scheduled day shall work his or her full-time duty assignment. The carrier technician scheduled to work the route shall work on another route within the swing that is available. If no route is available, then the carrier technician shall be assigned where needed within the installation.

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.

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Section D- In efforts to facilitate timely, accurate and cost-effective route adjustments in accordance with Section 2 of the M39 the parties agree to the following:

1. The Union will jointly participate, at the employer's expense, in any and all future route inspections and adjustments. A representative, designated by the National Business Agent, Region 6, NALC shall work with management throughout the process outlined in the M39.
2. Prior to scheduling any route inspections, it is agreed that unit and route reviews will be jointly conducted with the designated NALC representative to determine if such inspections are warranted.
3. Carriers will be provided, a minimum, one (1) day advanced notice prior to conducting any 3999 or 1838c to be used for the purpose of route evaluations, inspections or adjustments. This does not restrict management from conducting 3999's or 1838c's for other purposes without advanced notice.

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

Section A - A notice inviting bids will be posted on an installation wide basis.

Section B - The notice inviting bids for letter carrier craft assignments will be posted on the official bulletin board for ten (10) days. The Union shall be provided copies for mailing to any employees who may be absent and request notices in writing.

Section C - Bidding will be by entire city carrier craft.

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

Section E - Successful bidders shall start the new assignment in accordance with Article 41.1.C.2 of the National Agreement.

Section F - When a letter carrier route or full time assignment, other than the letter carrier(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 Item. (Article 41.3.O National Agreement).

Section G - Opting

1. All eligible employees may exercise their preference to opt for assignments by notifying Management, in writing, no earlier than two (2) weeks prior to and no later than 48 hours before the assignment commences. No later than 24 hours before the assignment commences, the carrier with the highest seniority, or relative standing for CCA's, shall be notified of the awarding of the assignment.
2. In the event an assignment becomes available when less than 24 hours notice can be provided. Management may inquire as to the preference of each employee and award the assignment to the carrier with the highest seniority, or relative standing for CCA's, provided all qualified employees are afforded an opportunity to indicate their preference.