

LOCAL AGREEMENT

(LMOU/ARTICLE 30)

BETWEEN

UNITED STATES POSTAL SERVICE
VINE GROVE, KENTUCKY

AND

NATIONAL ASSOCIATION OF LETTER CARRIERS,
BRANCH 14
VINE GROVE, KENTUCKY

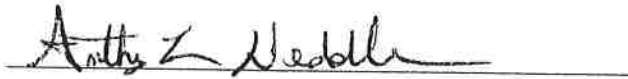
SEPTEMBER 2019 – MAY 2023

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING is made and entered into on this day, 5-18-2021, at Vine Grove, 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 2019 Working Agreement.

Authorized Union Representative

Branch 14, National Association of Letters carriers



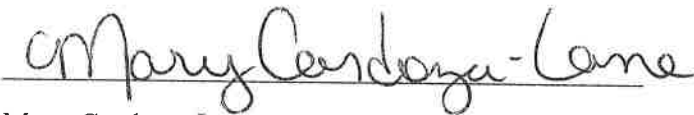
Anthony L. Weddle

President, Branch 14, NALC

Authorized Management Representative

United States Postal Service

Vine Grove, Kentucky



Mary Cardoza-Lane

Postmaster

Vine Grove, 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

Reasonable wash-up time will be given to letter carriers who work with dirty or toxic materials.

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 exist.

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 - Letter carriers, career or non-career, may cancel any or all annual leave at their discretion.

Section D - Programmed annual leave cancelled thirty (30) days in advance will be reposted for three (3) days and awarded by seniority. Bidding letter carriers must have sufficient leave to bid in increments of no less than 40 hours.

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

Section F - 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 G - 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 H - 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 cancelled in accordance with Item 4 Section B.

Section I - Any CCA who has vacation selected during the choice vacation period and is converted to regular or career carrier will be allowed at their discretion to take their selection and be placed in a Leave Without Pay (LWOP) status, select another available week later in the choice vacation period or cancel the leave selected.

Section J - First Round Selection: Career letter carriers who are entitled to ten (10) days of leave during the choice vacation period shall have the option of taking two (2) five (5) day periods or one (1) ten (10) day period during the choice vacation period. Career letter carriers who are entitled to fifteen (15) to twenty-six (26) days of leave during the choice vacation period shall have the option of taking one (1) five (5) day period and then one (1) ten (10) day period or fifteen (15) continuous days during the choice vacation period.

Section K - Second Round Selection:

1. Career letter carriers who at the beginning of the leave year earn twenty (20) days or twenty-six (26) days of annual leave will be permitted to select one (1) five (5) day period during the second round of programming 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 or 1 ten (10) day period during the second round of programming annual leave.
2. City Carrier Assistants (CCA's) shall have the option of selecting one (1) five-day period of annual leave during the second round of programming annual leave.

Section L. - Third and Fourth Round Selection: Career letter carriers who carry over annual leave from the previous year will be permitted to select up to three (3) five (5) day periods in the third round and one (1) five (5) day period in the fourth round. Carriers must have sufficient leave to cover the number of selections in their entirety. Programming annual leave must be in forty (40) hour increments.

Section M - First and second round selections shall be made from November 15th through December 15th of each year. Third and Fourth round selections shall be made from December 16th through January 15th of each year.

ITEM 5 - DURATION OF THE CHOICE VACATION PERIOD

Section A - Excluding the first 3 weeks of December, 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 December which includes December 31st.

Section B - Letter carriers who wish to have annual leave during the month of January shall submit their request using PS form 3971 to the supervisor before December 31st.

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 at the carrier's discretion and each vacation period will be scheduled for seven (7) calendar days which include five (5) workdays.

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

Excluding the first 3 weeks of December, 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 December which includes December 31st, therefore, there will be no limitations in the number of vacation selections taken during the choice vacation period. Selections shall be made in accordance with Item 4 of this LMOU.

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 - Attendance at National or State conventions will be charged to the choice vacation period but will not be considered one of the letter carriers leave selections in Item 4 of the LMOU. The leave week to attend a National or State convention will be blocked off to ensure that delegates are granted annual leave. Once the delegate has been approved leave to attend the convention, selections for programmed annual will be reopened.

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 who shall receive annual leave each week, shall be one (1) per selected period. 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

The Postmaster will notify all letter carriers that the vacation calendar has been approved and a copy will be given to the NALC steward or Branch 14 representative.

**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 15th 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 thirty (30) 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. 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.

**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 fall 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.
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.

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

The overtime desired list shall be made up 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 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 SPACE

Parking will be assigned for vehicles used in the delivery of mail. All other parking will 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 to attend union activities requested prior to the determination of the choice vacation schedule will be counted in the total number of carriers allowed leave each week in accordance with Item 9 of the LMOU. However, the week selected to attend the union activity will not be counted towards one of the carriers leave selections listed in Item 4. The President of Branch 14 will notify the postmaster of the delegates which are identified by November 15th and the weeks(s) of union activities during the choice vacation period will be blocked off to ensure that union representatives are granted leave. Once the union representatives have been approved leave, the remaining choices for the week of the union activity will be reopened for all carriers.

Section B - Annual leave to attend union activities which is “not” determined prior to the determination of the choice vacation schedule may be granted in accordance with the provisions of Article 24 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 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 Union steward shall be present provided one is available when a letter carrier is issued discipline.

Section C - Communications: Letter carriers may use the telephone with permission.

Section D – Union Activities

1. Stewards of Branch 14 shall have the right to petition supervisors for permission to make announcements of interest to letter carriers.
2. Stewards of Branch 14 shall have the right to petition supervisors for the purpose of using the telephone in the performance of their duties.

**ITEM 22- LOCAL IMPLEMENTATION OF THIS AGREEMENT
RELATING TO SENIORITY, REASSIGNMENT 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 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 the route, only if it is bid on a route within the same swing. A carrier bidding outside the swing must bid on the non-scheduled day and route together.

Section D - Successful bidders shall start the new assignment on the first day of the first available pay period.

Section E - When the needs of the Postal Service require the permanent reassignment of a CCA from one delivery unit to another, the Postal Service will seek a volunteer from all available CCA's. If there are no volunteers, the junior CCA within the losing delivery unit will be reassigned.

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).