

LOCAL AGREEMENT

(LMOU/ARTICLE 30)

BETWEEN

UNITED STATES POSTAL SERVICE
BARDSTOWN, KENTUCKY

AND

NATIONAL ASSOCIATION OF LETTER CARRIERS,
BRANCH 14
BARDSTOWN, KENTUCKY

SEPTEMBER 2019 – MAY 2023

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING is made and entered into on this day, 5-13-2021, at Bardstown, 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

Bardstown, Kentucky



Sandra Caudill

Postmaster

Bardstown, 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 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 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 - 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.

Section C - Programmed annual leave cancelled forty five (45) days in advance, in writing, 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 D - Letter carriers will not be forced to work while on approved annual leave, except in emergency conditions.

Section E - 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 F - 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 G - 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 B.

Section H - Any PTF or 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 I - 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 J - Second Round Selection:

1. 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 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 during the second round of programming annual leave.
2. City Carrier Assistants (CCA's) shall have the option of selecting two (2) five-day periods of annual leave during the second round of programming annual leave.

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

Section L - Requests for choice vacation periods will be submitted using PS Form 3971 filled out in triplicate. After completion of each round of selections, the supervisor will have five (5) days to verify the approved PS Form 3971 and return the form to the carrier.

Section M - 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.

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 December which includes 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 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 December which includes December 31st. 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 November 15th. 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 the 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 who shall receive programmed annual leave each week shall be equal to 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

The steward or union representative, and the office of Branch 14 NALC will be issued an official notice when the vacation schedule has been approved.

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 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. Requests for incidental leave will be awarded on a first come, first served basis and will be approved to the extent practicable including any requests submitted after the Tuesday preceding the service week in which leave is desired.

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**

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. 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 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 - Two non-productive breaks will be taken daily. Both shall be on the street in accordance with the instructions in the M41, Section 25.

Section C - 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 President of Branch 14 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 Branch President, or his/her designee, to determine if such inspections are warranted.
3. Carriers will be provided, a minimum, one (1) day advanced notice prior to conducting any 3999 to be used for the purpose of route evaluations, inspections or

adjustments. This does not restrict management from conducting 3999's for other purposes without advanced notice.

Section D - The Union will be notified of the issuance of any discipline to a letter carrier within the facility on the day the discipline is issued.

Section E - Communications

1. Letter carriers may use the telephone with permission.
2. A copy of all posted notices affecting the letter carrier craft will be sent to the office of Branch 14 NALC.

Section F - 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.

Section G - Safety

1. Letter carriers will be responsible for tagging vehicles for defects. The superintendent of Vehicle Maintenance Service or other designated supervisor will be responsible for repair of reported defects.
2. Regularly scheduled safety talks shall be held by the supervisor, and/or unit safety captain, for all letter carrier on the clock that day at least once a week on a rotating basis.
3. All postal vehicles assigned to letter carriers will be cleaned inside and outside at least once a month. Carriers will keep vehicles policed at all times.
4. No vehicle will be assigned to a carrier unless it can be reasonably expected to conform to recognized safety standards.

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 - 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.

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

Section F - When the needs of the Postal Service require the permanent reassignment of a CCA from one post office 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 G – Opting

1. When a bid assignment becomes vacant for a period of an anticipated five days or more as discussed in Article 41, Section 2B3, and 2B4 of the National Agreement, Management at the delivery unit will post the available hold down assignment(s) in the unit by noon Monday of each week.
2. All eligible employees may exercise their preference for these assignments by notifying management in writing of his/her preference. These bids must be submitted to a member of management at the delivery unit by noon on Tuesday before the assignment takes effect. Management will sign the aforementioned request and return a copy to the employee. An assignment available for hold-down will be awarded on a seniority basis among all available employees and the assignment will take effect on the first day of the next work week or as soon as the vacancy occurs thereafter.

Section H - Scheduling Due to Vacancies

1. All full-time regular carriers scheduled or called in on a non-scheduled day shall work their bid assignment, provided there is a vacant assignment within the swing the utility carrier can be assigned. Otherwise, the carrier working his/her non-scheduled day will be assigned where needed.
2. A utility carrier scheduled or called in on a non-scheduled day shall work his/her full-time assignment on one of the routes within the swing provided one is vacant. Otherwise he/she will be assigned where needed. If more than one route in string of routes is open and one route is on a hold down, the utility carrier will take the open route and the opting carrier will remain on their hold-down.
3. In cases to allow the utility carrier to perform his/her assignment, and more than one (1) route in the string of routes are on a hold-down, the junior carrier will be temporarily bumped. When an opting carrier is bumped from his/her hold-down assignment, he/she will be provided any or all hours available within the office that assures contractual work hour guarantees.

Section I - 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).