

DANVILLE



KENTUCKY

2019-2023

MEMORANDUM OF UNDERSTANDING

Memorandum of Understanding

This Memorandum of Understanding made and entered into on May 26, 2021 at Danville, Kentucky by and between authorized Management representatives of the United States Postal Service, hereinafter the Employer, and Branch 361, National Association of Letter Carriers, AFL- CIO, hereinafter the Union, pursuant to the local implementation terms of the 2019-2023 National Agreement.

Presently effective local memoranda of understanding not inconsistent or in conflict with the 2019-2023 National Agreement shall remain in effect during the terms of this Agreement, unless changed by mutual agreement pursuant to the local implementation procedures.

- PAGE (04) ITEM 1. Additional or longer wash-up periods.
- PAGE (04) ITEM 2. Fixed or Rotating Days Off.
- PAGE (04) ITEM 3. Curtailment or termination of Postal Operations.
- PAGE (04) ITEM 4. Formulation of local leave program.
- PAGE (04) ITEM 5. Duration of the Choice Vacation period(s).
- PAGE (04) ITEM 6. The determination of the beginning day of vacation period.
- PAGE (04) ITEM 7. Whether two selections can be make during the choice vacation period.
- PAGE (05) ITEM 8. Whether jury duty and attendance at National or State Conventions shall be charged to the choice vacation period.
- PAGE (05) ITEM 9. Maximum number of employees off during the choice vacation period.
- PAGE (05) ITEM 10. Official notices of vacation schedule approved for such employee.
- PAGE (05) ITEM 11. Date and means of notifying the beginning of the new leave year.
- PAGE (05) ITEM 12. Applications for annual leave during other than the choice vacation period.
- PAGE (06) ITEM 13. The method of selecting employees to work on a holiday.
- PAGE (06) ITEM 14. Whether "Overtime Desired" lists in Article 8 shall be by section and/or tour.
- PAGE (06) ITEM 15. The number of light duty assignments.
- PAGE (06) ITEM 16. The method to be used in reserving light duty assignments.
- PAGE (06) ITEM 17. The identification of assignments that are to be considered light duty.
- PAGE (07) ITEM 18. The identification of assignments comprising a section.
- PAGE (07) ITEM 19. The assignment of employee parking spaces.
- PAGE (07) ITEM 20. Annual leave to attend Union activities.
- PAGE (07) ITEM 21. Other items as provided in the craft provisions of this Agreement.
- PAGE (08) ITEM 22. Local implementation relating to seniority, reassignments and posting.

Danville LMOU 2019-2023

ITEM 1: The Employer will honor wash-up time provisions as directed in Article 8, Section 9 of the National Agreement.

ITEM 2: All regular city letter carriers shall be on a rotating day off schedule at the Danville Post Office.

ITEM 3:

Under all conditions, employees will make every effort to respond for duty, however, if local authorities order emergency conditions, city letter carriers will be excused for only as long as the emergency condition exists, and will not be charged AWOL. In addition, City Letter Carriers will be required to report for work to perform essential duties such as Maintenance, security, and delivery of valuable items.

ITEM 4:

(A) Selection of choice annual leave will be on a seniority basis by use of a local leave chart or calendar.

(B) Any choice leave period which is cancelled by an employee will be re-posted to employees by seniority, provided the employee cancelling the leave works in lieu of taking leave and that two weeks advance notice is given.

(C) There shall be no exchanging of choice annual leave unless all employees in the craft senior to the employees exchanging the leave have had an opportunity to participate in the exchange.

(D) Employees, who are sick more than three days during their choice leave period may be allowed another selection equal to the number of days of sick leave used during the choice leave period, provided it does not conflict with scheduled choice leave of another employee.

(E) Cancellation of annual leave in order to meet required services on an emergency basis will be done in reverse order of seniority unless voluntary cancellation is sufficient to relieve the emergency.

(F) Choice vacation selection cancellations must be in full week increments. Cancellation of less than one week will not be accepted. The union will be notified of choice vacation cancellations.

(G) No Later than December 20th management and union will set schedule for selecting Choice/Casual Vacation selections period to be completed by January 31st.

(H) No carrier will be called in to work while on annual leave.

ITEM 5: The duration of choice leave period will be from the first Monday in February each year and continue for the subsequent 52 weeks.

ITEM 6: The beginning day and time of a city carrier's choice leave period will be from 12:01 AM. Monday and end at midnight on the following Sunday.

ITEM 7: City carriers may at their option request two selections during the choice leave period in units of either 5 or 10 working days, the total not to exceed the 10 or 15 days continuous annual leave days as outlined in Article 10 Section 3 of the National Agreement

ITEM 8:

(A) Employees called for jury duty or for attendance at National or State Conventions during their scheduled choice vacation period may select another period only if it can be scheduled without conflict with other employees scheduled leave.

(B) Annual leave to attend union activities requested prior to the determination of choice annual vacation schedules-will not be part of the total choice vacation period.

ITEM 9:

(A) During the choice vacation period (excluding December) there shall be at least two carriers on choice annual leave, casual leave, military leave, and/or leave for union conventions and conferences.

(B) These dates will be entered on the leave chart or calendar as soon as they are determined.

(C) The supervisor and union representative will jointly place the leave in the leave chart and calendar by carrier seniority.

ITEM 10: Selections for Choice leave, by seniority and relative standing will be made on PS Form 3971 in duplicate and submitted to the supervisor for approval. The duplicate will be furnished to the applicant within 24 hours or as soon as possible. City Carrier Assistants will be awarded one block of forty hours (40) as described in Item 6 based on relative standing. Only one (1) CCA must be granted off during each week.

ITEM 11: No later than November 1st of each year, management shall post a notice on all employee bulletin boards to notify letter carriers of the beginning date of the new leave year.

ITEM 12:

(A) Request for casual annual leave will be considered pending upon completion of the choice/casual leave period selections are made in January.

(B) Immediately following choice vacation selection, employees by seniority and relative standing will be permitted to submit one PS Form 3971 for up to one week of casual annual leave during the leave year. Choice leave periods not filled will be available for casual leave selection. Employee's requests for full weeks will be considered prior to requests for less than a full week. Requests will be accepted for one week, and dates of acceptance will be posted on the bulletin board. This leave selection is done after Item 7 selections.

(C) Other Request for casual annual leave will be submitted on PS Form 3971 in duplicate no later than the Monday prior or earlier than 60 days to the service week in which the casual annual leave is desired. Approval or Disapproval of the request for casual annual leave will be given within 72 hours of the submission date as presented to the supervisor.

(D) Denied request for casual leave may be kept on file at the discretion of the employee, and if the leave becomes available, the first employee listed by dates of request will receive consideration. Employees who request 8 hours (full days) will be approved before requests for less than 8 hours (partial days). No casual leave for less than 8 hours will be approved until the day schedule is posted.

(E) Same day and annual leave requested in advance shall be granted by seniority and relative standing, and on a First-Come, First-Serve basis.

ITEM 13: Method of selecting employees to work on a holiday.

1. All Part-Time Flexibles
2. Volunteer on Holiday pay by Seniority
3. All City Carrier Assistants
4. Volunteers on Overtime pay by Seniority
5. Non-Volunteers on Overtime pay by Inverse Seniority
6. Non-Volunteers on Holiday pay by Inverse Seniority

ITEM 14: Overtime Lists shall be maintained by Section.

INSTALLATION: Danville, Ky. Post Office

(A) The "Overtime Desired List" for regular employees shall be office wide.

(B) Any Full-Time Letter Carrier in a leave status for the two-week period prior to the start of the calendar quarter will be afforded an opportunity to sign the overtime desired list on the first day he or she returns to duty.

(C) For purposes of tracking overtime for equalization pursuant to Article 8 of the National Agreement, all overtime hours worked by ODL carriers shall be counted toward the list, including hours worked by an ODL carrier on his/her own bid assignment, on a regularly scheduled day. For those carriers on the ODL, overtime will be counted hour for hour.

If the need for Sunday work exist the following method of selection will be observed.

1. All CCA's
2. Request CCA help from surrounding offices to include but not limited to Harrodsburg, Lancaster, and Stanford.
3. PTF's
4. Regular carriers on ODL by voluntary basis.
5. Regular non-ODL carriers by voluntary basis.
6. Mandatory ODL carriers on a rotating basis by juniority.
7. Mandatory non-ODL carriers on a rotating basis by juniority.

All regular carriers will be guaranteed 8 hours of work on Sunday but may pass on the 8-hour work guarantee, if they give the supervisor a written request to be released from the guarantee and no other work is available.

ITEM 15: There will be no regular city carrier's positions reserved for temporary or permanent light duty assignments.

ITEM 16: Since there will be no regular city carrier positions reserved for temporary or permanent light duty assignments, no member of the city carrier work force will be adversely affected.

ITEM 17:

(A) When it's not possible to assign an ill or injured city letter carrier to a light duty assignment in the Danville carrier craft unit in accordance with article 30 of the national agreement, the Postmaster or designee shall discuss the matter with a representative of NALC and other unions prior to offering a permanent re-assignment outside the carrier craft.

(B) Management will give consideration to documented requests for temporary light duty assignments, Danville Local 2019-2023

consistent with the needs of the postal service and individual restrictions of carriers, they may be utilized in the following:

1. Duties which can be performed on their own route
2. Mounted or auxiliary routes
3. Other suitable carrier work Reference: Article 13

ITEM 18: See Item 14

ITEM 19: After official needs have been satisfied, management will provide parking spaces for employees.

ITEM 20: Annual leave to attend union activities requested prior to the determination of the choice leave schedule will not be part of the total choice leave period.

ITEM 21:

(A) A Joint labor/management meeting shall be scheduled quarterly, or as needed. Agenda items must be exchanged at least 72 hours prior to each meeting. Where agenda items do not warrant a regular scheduled meeting, discussions may take place by mutual agreement in lieu thereof.

(B) The notice inviting bids for vacant letter carrier assignments shall remain posted for a period of 10 days on office bulletin board.

(C) Where there are several assignments posted, the letter carrier may bid for as many assignments as are posted. He or she will state their preference as such, first choice, second choice, etc. If there is one single bid on an assignment, it will be designated as first choice. No electronic bids will be accepted, bid cards will be placed next to the bid box.

(D) The successful bidder for vacant assignments will be placed in the new assignment within 15 calendar days of the closing of bids, except the period beginning with the last Saturday in November and ending with the Friday following Christmas. The effective date of the assignment will be the first day of the following pay period.

(E) At the discretion of the Branch President, the employer will post all regular positions for bid when there is a change of more than one (1) hour in the starting time from the previous posting. When there is a change of more than 49% of the average of the number of deliveries and the delivery time on a route, that route and all routes junior shall be posted for bid. When there is a change of more than one route on a swing, that swing shall be posted for bid.

(F) Article 41.3.0 of the National Agreement shall be made a part of this Memorandum of Understanding. "When a letter carrier route 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 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 Article." In the event of posting of routes as a result of this Article, only those employees permanently assigned to the affected unit may bid on the posted vacancies.

(G) All full time regular carriers directed work on a non-scheduled workday will be given his or her full-time assignment. This includes the swing carriers in respect to his/her swing, except in an emergency.

(H) A swing carrier bumped from his/her assignment shall move first to any open route on his/her swing, Danville Local 2019-2023

and secondly to the route occupied by the PTF/CCA on a hold down assignment. If more than one assignment on a swing is occupied due to a hold down, the junior person on a hold down shall be displaced by swing carrier. If no vacancies on his/her swing, then he/she shall choose any vacant route on another swing.

(I) Hold Downs: When a route becomes vacant for a period of anticipated duration of 5 days or more, as outlined in Article 41, Section 2.8.3 and 2.8.4, of the National Agreement, management will post the hold down assignments available by noon Monday of each week, if known in advance. Those craft members eligible to exercise preference for these assignments must notify management in writing of his or her preferences by use of the locally developed bid form for temporary assignment. These bid forms must be submitted to a member of management at the delivery unit by noon on Wednesday before the assignment takes effect (exception by noon on Tuesday when Monday is a holiday). Management will sign/initial the temporary bid form and return a copy to the employee and union representative. Assignments shall be awarded by seniority.

ITEM 22: See Item 18

THIS MEMORANDUM OF UNDERSTANDING SHALL REMAIN IN FULL FORCE AND EFFECT UP TO AND INCLUDING 12:00 AM/MIDNIGHT, May 20, 2023.

IN WITNESS WHEREOF:

UNITED STATES POSTAL SERVICE
DANVILLE, KENTUCKY

DIANE EVANS, POSTMASTER

Eleita Diane Evans
Eleita Diane Evans (Jun 3, 2021 15:03 EDT)

NATIONAL ASSOCIATION OF LETTER CARRIERS, BRANCH 361
LEXINGTON, KENTUCKY

KENNETH J. BECRAFT

Kenneth Becraft **Ken Becraft**  Digitally signed by Ken Becraft
Date: 2021.05.26 12:05:16 -04'00'
