

GEORGETOWN



KENTUCKY

2019-2023

MEMORANDUM OF UNDERSTANDING

Memorandum of Understanding

This Memorandum of Understanding made and entered into on June 10, 2021 at Georgetown, 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 (06) ITEM 5. Duration of the Choice Vacation period(s).
- PAGE (06) ITEM 6. The determination of the beginning day of vacation period.
- PAGE (06) ITEM 7. Whether two selections can be made during the choice vacation period.
- PAGE (06) ITEM 8. Whether jury duty and attendance at National or State Conventions shall be charged to the choice vacation period.
- PAGE (06) ITEM 9. Maximum number of employees off during the choice vacation period.
- PAGE (06) ITEM 10. Official notices of vacation schedule approved for such employee.
- PAGE (07) ITEM 11. Date and means of notifying the beginning of the new leave year.
- PAGE (07) ITEM 12. Applications for annual leave during other than the choice vacation period.
- PAGE (07) ITEM 13. The method of selecting employees to work on a holiday.
- PAGE (08) ITEM 14. Whether "Overtime Desired" lists in Article 8 shall be by section and/or tour.
- PAGE (08) ITEM 15. The number of light duty assignments.
- PAGE (08) ITEM 16. The method to be used in reserving light duty assignments.
- PAGE (08) ITEM 17. The identification of assignments that are to be considered light duty.
- PAGE (08) ITEM 18. The identification of assignments comprising a section.
- PAGE (08) ITEM 19. The assignment of employee parking spaces.
- PAGE (08) ITEM 20. Annual leave to attend Union activities.
- PAGE (08) ITEM 21. Other items as provided in the craft provisions of this Agreement.
- PAGE (10) ITEM 22. Local implementation relating to seniority, reassignments and posting.

GEORGETOWN LMOU 2016-2019

ITEM 1: City carriers shall be granted up to 2 (two) minutes of wash up time daily.

ITEM 2: Regular letter carriers shall have rotating days off.

ITEM 3: The Postmaster shall make the determination to curtail operations having considered all reasonable options based on, but not limited to, the following conditions:

- The safety and health of all employees
- Civil Disorder Acts of God
- Hazardous Weather Conditions Local policies/orders
- Termination or suspension of public transportation

Management shall make every reasonable attempt to notify the Union when a decision is reached concerning the curtailment of Postal operations. The Union may request to consult with the Postmaster regarding curtailment of operations.

ITEM 4:

(A) ILL DURING VACATION: Carriers who become ill and transfer their prime/choice annual leave to sick leave or LWOP, shall be allowed to make an additional prime/choice leave selection from available weeks. If no prime week is available, the employee will submit three proposed weeks to local management, and the employee will be granted one of the three choices at management's discretion.

(B) CANCELLATION OF LEAVE (PRIME): All prime-time leave must be taken as an entire week increment, and thus must be cancelled as an entire week increment. Cancellation of prime leave must be made 8:00a.m. on Tuesday of the week that the schedule is posted reflecting the leave. When a week of prime leave is cancelled by 8: a.m. Tuesday, it shall be posted for bid by seniority for a reasonable period of time, agreed to between the certified zone steward and the zone supervisor. Carriers shall not be allowed to work the NS day of a prime leave week. If a carrier has selected a week of prime leave during the initial selection period, and such submission for leave is not approved due to carrier complement, that carrier may choose to use one of their two initial prime selections to 'line up' for that week in order of seniority. If a carrier desires to cancel a week of prime leave after the aforementioned deadline, the cancellation may only be approved by mutual consent of the certified zone steward (or President's designee) and the zone supervisor (or Postmaster's designee). The mutual decision to allow or disallow the cancellation will be based on the needs of the Service, the timeliness of the request, and the ability to offer such leave to other employees. If the parties are unable to mutually agree to allow the cancellation, then the leave must be taken as initially scheduled. Carriers who are 'lined up' in the leave book (by using a prime leave selection) for prime/choice annual leave shall be slotted into the complement, should a cancellation occur. Carriers who are 'lined up' in the leave book for casual annual leave shall not be slotted into cancelled prime leave vacations unless the reposting for the cancelled prime week receives no successful bidder, and unless they are next in line, having requested the entire week.

(C) CANCELLATION OF LEAVE (CASUAL): Cancellations of casual annual leave shall be granted if such request is received no later than 9:00a.m. two days prior to the day that such leave has been requested. Casual annual leave that has been approved and scheduled in conjunction with a non-scheduled day or holiday must be cancelled no later than 4p.m. on Monday of the week that the schedule reflecting the leave is posted. However, if an employee would not have been scheduled for a holiday (or NS day) pursuant to Article 11 of the National Agreement, and a cancellation request is made after the holiday schedule is posted, such request shall be considered on a case-by-case basis, based on the

needs of the service, the timeliness of the request, and the ability to offer such leave to other employees. Cancellation requests that occur after the specified deadline shall only be granted by mutual agreement between the certified zone steward (or President's designee) and the zone supervisor (or Postmaster's designee). Also, casual leave in conjunction with a non-schedule day unaffected by a holiday, shall be considered for cancellation (later than 9:00a.m. two days prior) only if the employee would otherwise not be scheduled to work the NS day, pursuant to Article 8 of the National Agreement.

Local Management shall be responsible for notifying all carriers of schedule changes due to cancellations, including the granting of leave to an employee who has 'moved up' into the complement. This notification shall take place as soon as possible after any cancellation is approved. Letter Carriers shall use PS Form 3971 for all leave requests and cancellation requests and will be furnished a copy upon request.

(D) EXCHANGING OF LEAVE: There shall be no exchanging of leave unless all carriers with seniority falling between the carriers exchanging leave have had an opportunity to participate in the exchange.

(E) TRANSFERRING WITH LEAVE: Carriers shall be allowed to retain all previously approved leave upon leaving a section to work in another section. The carriers' leave will be counted against the complement in the section where it will be taken, and will be granted even if the complement has been previously satisfied.

(F) VACATION CALL IN: No carrier will be called in or allowed to work while on prime/choice leave, except in an extreme emergency. Non-scheduled days in conjunction with annual leave shall be part of the leave period. For casual leave, no carrier will be mandated to work on non-scheduled days in conjunction with annual leave. ODL carriers may volunteer to work the non-scheduled day of a casual week, or the non-scheduled day in conjunction with a holiday, however they cannot be mandated in these situations.

(G) MILITARY LEAVE: Military leave will not count as part of a carriers' selections for the prime/choice period, nor will it count against the Branch's quota for the prime/choice period. Orders for monthly drills must be submitted prior to January 1st. Orders for annual training must be submitted within 5 days of the date of receipt of orders. Additional military training requests should be pre-approved as per military instructions.

(H) POSTING OF SCHEDULE: The upcoming leave calendar shall be posted in each carrier work section by February 5th, immediately preceding each leave year.

(I) DATE OF NOTIFICATION: Management shall notify all carriers by January 2nd, of the beginning and ending dates of the prime time leave selection period.

(J) METHOD FOR MAKING SELECTION: No later than January 15th, all carriers shall submit leave request Form 1547 to their steward, indicating their selections for prime/choice annual leave. The certified zone steward (or President's designee) and the zone supervisor (or Postmaster's designee) shall choose a date between January 15th and February 1st whereby the zone steward will be relieved of his letter carrier duties and be detailed to recording and approving the zone's prime annual leave selections. Letter carriers will be notified as soon as possible of the date chosen for leave recording. On the date that the steward is detailed to recording and approving leave, the carriers in each zone shall be allowed to review their request with the steward, ascertain available weeks when their turn in the seniority rotation is reached, and make any final adjustments to their original submission of prime annual leave selections. The steward shall be responsible for recording all prime/choice leave selections into an annual leave book, as well as a calendar to be posted in the zone. Letter carriers shall receive notification of their approved prime leave, in writing, no later than February 1st of each year.

(K) NOTICE OF ROUTE INSPECTIONS: Should route inspections be scheduled during an approved leave period, each carrier affected by the inspection week may choose to cancel their previously approved leave, and if they do so, they shall be granted another leave period equal to that cancelled to accommodate the inspection. Each carrier making an alternate selection of leave due to route inspections, shall be granted a week of their choice providing they do not exceed the complement. A carrier may submit for a replacement week whereby he/she would be in excess of the complement, but must provide management with three choices and management shall award one of the weeks at their discretion, without exception. Only a week or weeks affected by the scheduling of route inspections qualify for the alternate selections.

ITEM 5:

(A) The prime/choice leave vacation period shall begin on the fourth Monday in March each year and continue for the subsequent 52 weeks.

(B) On or before August 15th, all carriers having annual leave that must be used or forfeited by year's end, shall schedule such leave as it is available for the rest of the calendar year. If a carrier fails to schedule annual leave that is subject to forfeiture by August 15th, only dates approved by management based on the needs of the Service will be granted.

ITEM 6: The first day of a letter carrier's vacation period shall be Monday, and the week of prime/choice leave shall be Monday through Sunday.

ITEM 7: During the prime/choice leave selection period, career carriers shall be allowed to select one block of continuous leave consisting of five, ten, or fifteen days OR carriers may choose to make two separate selections of either one five days and one ten days, or two five-day blocks. City Carrier Assistants may apply for one block of forty hours (40), covering the Monday through Saturday slot as described in Item 6 based on relative standing. Every effort will be made to allow CCA employees to be NS on the Sunday following a prime leave block.

ITEM 8: Jury Duty will not be considered a part of the quota of carriers off during the choice vacation. Court duty under court mandate will not be a part of the choice vacation period. Letter carriers on jury duty during the choice vacation period shall be eligible for another available period from the remaining unclaimed choice periods. If there are no unclaimed periods available, the employee will submit a list of three choices of which management will award one of the three.

The Union shall notify the Employer in writing, of the dates and names of the official delegates to attend a National or State convention, no later than January 10th, prior to the beginning of the leave year. Failure by the Union to give this notification will cause convention leave requests to be considered as casual annual leave and may be granted, consistent with the needs of the Service. Carriers who are delegates to National or State conventions shall use their seniority during the prime/choice vacation selection period. If their seniority does not allow a prime/choice selection due to the complement being satisfied when it is their turn in the rotation, that delegate shall be granted the convention week as approved leave, over and above the complement.

ITEM 9: The letter carrier craft shall be allowed 2 (two) employees on annual leave, each week, during the choice vacation period.

ITEM 10: All annual leave approved during the prime/choice vacation selection period must be accompanied by PS Form 3971, filled out completely, in duplicate, and signed by the zone steward or the zone supervisor. Forms 3971 shall be returned to letter carrier craft employees within five days of their approval. All approved leave is contingent upon the carrier having a sufficient leave balance when the leave is taken.

ITEM 11: The employer shall, no later than November 1st, publicize on bulletin boards and by other appropriate means, the beginning date of the new leave year, which shall begin with the first day of the first full pay period of the calendar year.

ITEM 12: All Letter carriers shall be allowed to submit for casual annual leave for the remainder of the leave year and have it granted by seniority or relative standing, providing they submit Form 3971 to their zone steward no later than March 1st. Each letter carrier will be allowed to submit for casual annual leave by March 1st, however they may only be entered into the leave book (whether within complement or not) for the appropriate number of hours that does not exceed their yearly allotment. Example: A letter carrier who is granted 208 hours per year, and chooses 120 of prime leave, has a balance of 88 hours that he may apply for during this casual leave, by seniority, selection period. The zone steward and zone supervisor shall be responsible for verifying the leave category for each carrier (208, 160, or 104 hours per year).

During the casual leave selection period, carriers may submit for leave in increments of eight hours. No requests for less than eight hours (partial days) will be considered. For casual annual leave, there shall be at least two letter carrier craft employees approved for annual leave, in conjunction with the guarantee provided for in Article 30, Item 9 of this LMOU, providing such leave is applied for at least one day in advance of the weekly schedule being posted. All requests for casual leave shall be entered into the leave book, providing the request does not exceed a carrier's yearly allotment, even if the weekly or daily complement has already been satisfied, and such requests shall be given priority when cancellations occur, in accordance with Item 4.2 of this LMOU.

The certified zone steward (or President's designee) and the zone supervisor shall choose a date between March 2nd and March 15th whereby the zone steward shall be relieved of his letter carrier duties and detailed to recording and approving casual leave selections by seniority. All leave applied for after March 1st, shall be on a first come, first served basis and shall be recorded with the appropriate time of receipt and date by the zone supervisor, and will only be considered after the completion of the casual leave by seniority selection period. After both the prime and casual leave selection periods (March 16), carriers will not be restricted to the number of hours that may be scheduled in the leave book, however all excess leave shall be subject to the cancellation provisions in ITEM 4.2 of this LMOU. All leave provisions of this agreement shall be in effect through the 2011 leave year.

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

- 1) Part-Time-Flexibles
- 2) Full-time volunteers by seniority who will be working their designated holiday.
- 3) City Carrier Assistants
- 4) Full-time volunteers by seniority who will be working their designated holiday.
- 5) Non-volunteers who will be working their non-scheduled day, selected by inverse seniority.
- 6) Non-volunteers who will be working on their holiday, selected by inverse seniority.
- 7) If, after the posting period, a need develops for additional or replacement employees, they shall be selected according to the same order as above. In the event of more than one employee on a swing (route) being scheduled, the employee working their holiday shall have preference to their normal bid assignment. The employee working the non-scheduled day shall work where needed if the CC-2 cannot be bumped pursuant to provisions in ITEM 21 of this LMOU.

ITEM 14: Overtime List shall be maintained by Section.

INSTALLATION: Georgetown, Kentucky Post Office

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 own bid assignment, on a regularly scheduled day. For those carriers on the ODL, overtime will be counted hour for hour.

ITEM 15:

REFER to ITEM 17

ITEM 16:

REFER to ITEM 17

ITEM 17: All efforts will be made to honor a request for light duty, that is supported by acceptable medical documentation. Availability of work and the physical limitations of the applicant will determine the duties, hours and duration of the assignment.

ITEM 18: A Section, with regard to this Item, shall be defined as the delivery unit.

ITEM 19: Parking shall be provided on a first-come, first-served basis. However, every effort to provide adequate parking will be made, including the assignment of vacant postal vehicle spaces to employee parking.

ITEM 20: Annual leave to attend union activities requested prior to the determination of the choice vacation schedule shall not be a part of the total choice vacation period, subject to the conditions of Item #8 (The appropriate union designee shall use their seniority to accrue the week necessary to attend union functions). When seniority does not allow the union designee to attain the leave necessary, one additional union designee shall be granted leave, over and above the complement.

ITEM 21:

(A) The Employer and the Union agree that the work Installation, as referred to in this Agreement, shall mean the Georgetown, Kentucky Post Office.

(B) The Employer agrees to provide the Union a copy of notices of bids for route assignments and to successful bidders of all new and vacant positions. The Employer shall also provide the Union and each steward with copies of any change on the seniority list affecting the carrier craft.

(C) Bidding for vacant routes and established utility assignments shall be open to all full-time regular carriers of the installation, with seniority as the deciding factor. Bid forms and envelopes shall be provided adjacent to the bulletin board where posting is normally placed.

(D) In the event of multiple posting of routes or assignments, a carrier may bid on more than one vacancy by indicating an order of preference for each bid assignment.

(E) Letter carriers applying for a vacancy shall submit a bid, completed, and either sealed and in a bid box at each station, or by phone or computer bidding within the time specified by the posted notice. Bids shall remain a confidential matter until posted.

(F) When an absent carrier has so requested, in writing, stating his/her mailing address, a copy of any notice inviting bids shall be mailed to that employee.

(G) All posted vacancies in the letter carrier craft shall remain posted for ten (10) days. Route vacancies requiring a contract vehicle shall so state, however, a bidder may not be disqualified because he/she does not desire such a contract.

(H) Letter carriers who do not possess a valid Government Vehicle Driver's License may bid on mounted routes provided they qualify before being assigned to the route.

(I) A letter carrier may withdraw a bid at any time prior to the issuance of the official "NOTICE OF SUCCESSFUL BIDDER" by the Personnel Office, provided the request is in writing.

(J) PTF, CCA, or RLC on a hold down assignment shall work the bid assignment of the regular that they are opting to replace. However, the assignment of a PTF, CCA, or RLC on a hold down shall be considered 'vacant' for the purposes of bumping due to a full-time carrier working his/her non-scheduled day.

CC-2 carriers shall work the assignment of the normally scheduled rotation of routes on a swing unless they are bumped to an unoccupied or 'vacant' assignment. A vacant assignment on a swing is defined as any route occupied by a PTF, CCA, or RLC, even if the PTF, CCA, or RLC is on a hold down assignment.

CC-1 carriers working overtime on their non-scheduled day may displace the CC-2 carrier only if an unoccupied or vacant route exists on the swing, or if the CC-2 carrier volunteers to move off of the swing when no vacancy exists.

CC-2 carriers displaced by a CC-1 carrier shall move first to an unoccupied route on the swing, and secondly to the route occupied by a PTF, CCA, or RLC on a hold down assignment. If more than one assignment is on a swing is occupied due to a hold down, the junior person on a hold down shall be displaced by the CC-2.

If no vacancy exists on a swing when either the CC-1 or CC-2 carrier is working their NS day, then the carrier working the NS day shall work where needed at management's discretion.

At no time shall a PTF, CCA, or RLC on a hold down assignment, working the NS day of the hold down assignment, displace or 'bump' a full-time carrier.

(K) Article 41, Section 3.0 of the National Agreement shall be made a part of this Memorandum of Understanding. When a letter carrier route or a 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 adjustment, highways, housing projects, all routes and full-time duty assignments at that unit held by letter carriers that are junior to the carrier(s) whose route(s) or full-time duty assignment(s) was abolished shall be posted for bid. 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.

(L) Article 41, Section 1.A.5: When there is a change of more than one hour in the starting time on a route during the life of this agreement, all affected routes in that work station shall be posted for bid, subject to the Union's request. 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 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.

(M) LABOR MANAGEMENT MEETING: A Joint Labor-Management meeting shall be held the 3rd Thursday of every other month beginning with January. This meeting will be held between the Union President and/or his/her designee, the NALC Steward of record and the Postmaster or his/her designee. The time of this meeting shall be mutually agreed to by the Postmaster/designee and the President/designee. He/she shall be compensated for this time on a no-loss, no-gain basis by the Postal Service. Other craft attendees shall be off the clock. An agenda will be submitted by either party no later than Monday prior to the meeting. If no agendas are submitted, the meeting will be cancelled.

(N) HOLD DOWNS: Letter carriers (PTF's, CCA's, RLC's) opting for hold down assignments shall work the hours and the duty assignment of that hold down for the duration of the vacancy. For unscheduled absences that occur resulting in a hold down opportunity, management must notify all eligible carriers of that vacancy within 24 hours. The vacancy shall be filled the 2nd day after the vacancy notification to the employees. The senior eligible employee shall be placed on the assignment. Letter carriers on hold downs shall not be eligible, nor be allowed, to move except for:

- (1) To provide eight (8) hours of regular-pay work for a full-time employee (in the case of a PTF or CCA having the hold down) when no other work or duties are available to complete his/her eight (8) hour assignment.
- (2) The junior PTF or CCA or a full-time employee on a hold down can be moved to allow the swing carrier to move to that route in the case of a regular employee being called in and displacing the swing carrier. Also, the PTF, CCA or RLC on a hold down may be moved if the swing carrier is called in and no other vacancies exist on the swing. The junior employee on the hold down on that swing must be bumped. This action does not break the hold down. Also, a temporary unscheduled return to a route by the regular employee does not break the hold down.

ITEM 22:

Item #22 shall be the same as 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
LEXINGTON, KENTUCKY


MIKE WILSON, POSTMASTER


Mike Wilson (Jun 11, 2021 17:31 EDT)

NATIONAL ASSOCIATION OF LETTER CARRIERS, BRANCH 361
LEXINGTON, KENTUCKY

KENNETH J. BECRAFT

Kenneth Becraft **Ken Becraft**

 Digitally signed by Ken Becraft
Date: 2021.06.11 16:42:17 -04'00'



2019-2023

MEMORANDUM OF UNDERSTANDING