

# WILMORE



# KENTUCKY

2019-2023

## MEMORANDUM OF UNDERSTANDING

## **Memorandum of Understanding**

This Memorandum of Understanding made and entered into on May 19, 2021 at Wilmore, 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 (05) ITEM 5. Duration of the Choice Vacation period(s).
- PAGE (05) ITEM 6. The determination of the beginning day of vacation period.
- PAGE (05) 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 (06) 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 (06) ITEM 18. The identification of assignments comprising a section.
- PAGE (06) 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.

## **WILMORE 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:** Regular letter carriers shall have FIXED days off. Days off shall be posted separate from the routes. The senior carrier shall have the day off of his/her choice. The junior carriers shall select by total office seniority (multi-craft) their N/S day(s) from the remaining weekdays.

**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.
- Wholesale closing of businesses and other offices.
- 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 while on annual leave during the choice vacation period shall be allowed to have another selection during the choice period from those remaining unclaimed choice periods. If there are no unclaimed periods available, the employee will submit a list of his/her three choices and Management will award one of the three.

**(B) REPOSTING OF CANCELLATIONS:** All cancellations shall be reposted as soon as Management is notified of the cancellation. Any cancellation involving prime time requests shall cancel the entire five-day increment involved.

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

**(D) TRANSFERRING WITH LEAVE:** Carriers transferring from one section to another shall retain all prior approved leave they selected during the choice period prior to the transfer.

**(E) VACATION CALL-IN:** No carrier will be called in or allowed to work while on annual leave unless an extreme emergency arises. Non-scheduled days in conjunction with annual leave shall be a part of the leave period.

**(F) MILITARY LEAVE:** Military leave will not count as part of a carrier's selections for the choice period, nor will it count against the Branch's quota for choice period.

**(G) POSTING OF SCHEDULING:** Management will post the leave calendar in the carrier work area by March 15th of each leave year.

**(H) DATE OF NOTIFICATION:** Management shall notify all carriers by February 1st of the beginning and

ending dates of the period for making selections during the choice vacation period.

**(I) METHOD FOR MAKING CHOICE SELECTIONS:** No later than March 1st of each year, the leave book shall be started throughout the carrier workforce by seniority/relative standing and each carrier will have access to the leave book for two workdays to make his/her selection or go to the bottom of the list. The NALC Steward or his/her designee will be responsible to ensure that the leave book starts and is passed on time.

**ITEM 5:**

**(A)** The choice vacation period shall be from the Fourth Monday in March each leave year and continue for a period of 52 consecutive weeks.

**(B)** On August 15th, all employees having to their credit unscheduled leave which must be taken or forfeited will at that time either schedule such leave during the remaining months by mutual agreement with the Supervisor, or it will be assigned by management at the needs of the service.

**ITEM 6:** Letter carriers will start their vacations on a Monday and return to work on Monday following their vacation, unless that Monday is a holiday or a non-scheduled workday. In which case, they will return to work on their next scheduled workday.

**ITEM 7:** Letter carriers, at their option, may request one or two selections during the choice vacation period in units of either five, ten or fifteen days; total not to exceed ten or fifteen days on the first-choice accordance with leave earned annually. Each letter carrier may be granted two selections if requested at his/her option during the choice vacation period as outlined in Article 10, Section 3 of the National Agreement. City Carrier Assistants will be awarded 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. Only one (1) CCA must be granted off during each week.

**ITEM 8:**

**(A) Jury Duty:** Letter carriers on jury duty during the choice vacation period shall be eligible for another vacation period within the choice vacation period. Jury duty will not be considered as part of the quota of carriers off during the choice vacation period.

**(B) Union Leave:** The Union shall notify the Employer, in writing, of the dates and names of the official delegate(s) to attend a National or State Convention, no later than February 10th prior to the beginning of the leave year. Failure by the Union to give this notification will cause convention leave request 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 choice vacation period. If their seniority is insufficient, they will be off regardless, and this leave will not be considered part of the quota of carriers off during the choice period. A reasonable effort will be made to approve leave for additional representatives to attend State or National called meetings.

**ITEM 9:** There shall be at least one carrier off each week during the choice vacation period. In the event of loss of compliment this provision shall be renegotiated.

**ITEM 10:** Each carrier craft employee will submit, following final selection of their choice vacation period(s), form 3971 in duplicate, filling in all applicable items. A copy, signed by the responsible supervisor will be returned to each carrier craft employee within five days of receipt.

**ITEM 11:** The employer shall, no later than November 1st, publicize on bulletin boards and by other  
Wilmore Local 2019-2023

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:** Other leave applied for from March 16th to March 31st shall be granted by seniority. Leave applied for after April 1st will be on a first-come, first-served basis with the Supervisor making a written notice of the date and time for each receipt for out of prime leave. There shall be at least one carrier off as guaranteed in **Item 9** of this agreement, provided such requests are presented to the Supervisor by Tuesday prior to the weekly schedule being posted.

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

- 1) PTF's
- 2) Full-time volunteers by seniority who will be working their designated holiday.
- 3) CCA's
- 4) Full-time volunteers by seniority who will be working their non-scheduled day.
- 5) Non-volunteers who will be working their non-scheduled day by inverse seniority.
- 6) Non-volunteers who will be working their holiday by inverse seniority.
- 7) The carrier who works a non-scheduled day pursuant to Article 11 holiday scheduling shall work where needed at management's discretion in the event that their daily bid assignment is occupied by another full-time carrier working their holiday.

If after the posting period, a need develops for additional or replacement employees, employees will be selected according to the same order as above.

**ITEM 14:** Overtime Desired list will be by carrier craft section.

**ITEM 15:** SEE 17

**ITEM 16:** SEE 17

**ITEM 17:** There shall be established by the employer at least one light duty position. Every reasonable effort shall be made to provide up to eight hours work which shall be designated as light duty assignments for letter carriers. It is agreed that light duty assignments within the office for letter carriers may include but not be limited to:

- 1) Assisting routes by casing up mail.
- 2) Relabeling carrier cases.
- 3) Rewriting carrier route books.
- 4) Coverage of suitable collection books.
- 5) Labeling inside of apartment boxes.
- 6) Training new employees when training is done at the station level by craft employees.
- 7) AIS Work.
- 8) Assignments out of section.

The Installation Head will make every effort to provide light duty work to injured and/or ill employees, upon request, based upon the medical restriction of the employee as provided by the attending physician. The duties provided will be determined by the work available at the time of request.

**ITEM 18:** A Section as regards to this item shall be defined as the delivery unit.

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

**ITEM 20:** Annual leave to attend Union Activities requested prior to the determination of the choice vacation schedule shall be a part of the total choice vacation period, subject to the conditions in **Item 8**.

**ITEM 21:**

**(A)** The Employer and the Union agree that the work installation, as used in this agreement, shall mean the Wilmore Post Office and all work stations.

**(B)** The Employer agrees to provide the Union a copy of notices of bids for route assignment 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 normally is placed.

**(D)** In the event of multiple posting of routes or assignments, a carrier may bid on more than one vacancy by listing his/her preference in the order, i.e., first choice, second choice, third choice, etc.

**(E)** Letter carriers applying for a vacancy shall submit a bid, completed, sealed, and in the bid box at each station, 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 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)** 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.

**(I)** Temporary assignment changes for T-6, Swingman, or Utility Carrier. If a vacancy exists on the swing, the swing person may be moved for the regular carrier called in, but not off his/her swing. If no vacancy exists, the called in carrier will work where needed. The swing carrier may agree to move elsewhere. Mandatory employees must be given his/her normal assignment if available.

**(J)** 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.

**(K)** Article 41, Section I.A.5: When there is a change of more than one hour in the starting time on a route during the life of this contract, all affected routes in that work station shall be posted for bid, subject to Union request. When there is a change of more than 49% of the average of the delivery time and the number of deliveries 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.

**(L) LABOR-MANAGEMENT MEETING:** A joint Labor-Management meeting may be scheduled by the Postmaster or Branch President by submitting a meeting agenda to the other party. This meeting will take place at the earliest possible convenience.

**(M) HOLD DOWNS:** Letter carriers 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. Letter carriers on hold downs shall not be eligible, nor be allowed to move except for:

1. To provide 8 hours regular pay work for a full-time employee (in the case of a CCA/PTF having the hold down), when no other work or duties are available to complete an 8-hour assignment.
2. The Junior CCA/PTF or a full-time employee on a hold down can be moved to allow a swing carrier to move to that route in the case of a regular employee being called in and displacing the swing carrier. Also, the CCA/PTF or Full-Time employee 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 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. Employees who take an out-of-craft detail shall be removed from any hold down and it shall be refilled.

**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  
WILMORE, KENTUCKY

TONY I. SHEARER, POSTMASTER


  
Tony Shearer (May 24, 2021 08:14 EDT)

---

NATIONAL ASSOCIATION OF LETTER CARRIERS, BRANCH 361  
LEXINGTON, KENTUCKY

KENNETH J. BECRAFT, PRESIDENT

 **Ken Becraft**

 Digitally signed by Ken Becraft  
Date: 2021.05.22 15:42:16 -04'00'

---