

WINCHESTER



KENTUCKY

2019-2023

MEMORANDUM OF UNDERSTANDING

Memorandum of Understanding

This Memorandum of Understanding made and entered into on May 26, 2021 at Winchester, 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 make 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 (07) 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.
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- 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.

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ITEM 1: City carriers shall be granted up to 5 (five) minutes of wash up time daily.

ITEM 2: Regular letter carriers shall have fixed days off. Non-scheduled days shall be posted for bid separate from the routes, and be awarded by seniority.

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:

1. The safety and health of all employees.
2. Civil Disorder.
3. Acts of God.
4. Hazardous Weather Conditions.
5. Local policies/orders.
6. Wholesale closing of businesses and other offices.
7. 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 PRIME LEAVE: 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 CASUAL LEAVE: 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 transferring from one section to another will retain all previously approved leave.

(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 shall 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: Management shall grant 2 carrier craft employees annual leave each week during the prime/choice leave selection period, all 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 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 as part of the 2-carrier complement.

ITEM 8:

(A) Jury Duty: 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.

(B) Union Leave: 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.

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:

(A) Commencing on the 1st Monday in February, carriers shall each be granted one day (Postal Work Day) to submit for casual annual leave by seniority and these selections may be for any leave in 8-hour increments.

(B) Leave request for less than 8 hours (partial day leave) will not be considered.

(C) The casual leave selection period will take place from 1st Monday in February and continue on a day to day basis (Postal Work Day) until all carriers have been afforded an opportunity, by seniority, to submit casual leave request.

(D) During this casual leave period, carriers may only submit for hours of leave that do not exceed their yearly allotment (including hours chosen during the prime selection period).

(E) The recording of this casual leave shall be the responsibility of the Steward (or Branch Presidents designee) on a daily basis and shall be considered part of the steward's daily assignment.

(F) All casual leave request shall be granted by seniority, whether the request is for one day, one week, or any increment of 8 hours.

(G) All other request for casual annual leave will be submitted for after the conclusion of the casual by seniority phase, shall be considered on a first-come, first-serve basis with the supervisor recording the date and time of such request.

(H) All annual leave submitted for prior to the weekly schedule being completed (Tuesday or Monday for a Holiday scheduling) shall be granted up the complement of 2 carrier craft employees.

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.

ITEM 14:

INSTALLATION: Winchester, Kentucky Post Office

The Overtime Desired List shall be by letter carrier craft section.

ITEM 15: REFER to ITEM 17

ITEM 16: REFER to ITEM 17

ITEM 17: There shall be established by the employer, at least one light duty position consisting of eight hours work, which shall be designated for letter carriers, when necessary. Light duty assignments within the office for letter carriers may include, but are not limited to, the following:

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|--|-------------------------------|
| 1) Auxiliary assistance of casing mail. | 5) Labeling apartment boxes. |
| 2) Re-labeling route cases. | 6) Training new employees. |
| 3) Rewriting carrier route books. | 7) Assignments out of section |
| 4) Maintenance/labeling of collection boxes. | 8) AIS work |

The Installation head will make every effort to provide light duty work to injured and/or ill employees, upon request, based on the medical restrictions of the employee.

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 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 Winchester, Kentucky Post Office and all of its' work stations.

(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 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) A PTF or CCA 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 or CCA 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.

(K) 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 or CCA, even if the PTF or CCA is on a hold down assignment.

(L) 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.

(M) 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 or CCA 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.

(N) 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.

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

(P) 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.

(Q) 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 (1) route on a swing, that swing shall be posted for bid.

(R) 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.

(S) 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. 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, 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 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 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. Employees who take an out-of-craft detail shall be removed from any hold down and it shall be refilled.

(T) SCHEDULE CHANGES: Management shall notify any employee who has a schedule changed on his/her NS day after the schedule is posted.

ITEM 22: Refer to Item #21.

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
WINCHESTER, KENTUCKY

MONTE N GABBARD, POSTMASTER

Monte N. Gabbard
Monte N. Gabbard (Jun 10, 2021 15:57 EDT)

NATIONAL ASSOCIATION OF LETTER CARRIERS, BRANCH 361
LEXINGTON, KENTUCKY

KENNETH J. BECRAFT
Kenneth Becraft Ken Becraft

Digitally signed by Ken Becraft
Date: 2021.06.05 14:38:55 -04'00'