

Local Memorandum
of
Understanding

NALC Local Branch #383

Benton, KY 42025

NALC BRANCH #383

STEWARDS NOTES CONCERNING BENTON, KY 42025 LMOU

Minor addition to article 13

...Management will select from /in order 1. CCA 2.PTF....



Union President Local 383

5/27/2021



Management Representative

5.27.2021

L.M.O.U.
Benton, Ky. 42025

ITEM 1 ADDITIONAL OR LONGER WASH-UP PERIODS

When an employee performs dirty work or work with toxic materials, the employee will be allowed reasonable wash up time.

ITEM 2 THE ESTABLISHMENT OF A REGULAR WORK WEEK OF FIVE DAYS WITH EITHER FIXED OR ROTATING DAYS OFF

Letter Carriers will have fixed days off. One carrier will have Saturday, the other carrier will have Monday.

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

The installation head or designee shall consider:

- A. The health and safety of the employees
- B. The accessibility of postal operations to customers/employees/employer
- C. Requirements/expectations of customers in a decision for curtailment or termination of postal operations. In addition, to the extent possible, the installation head/local management will seek the cooperation of local media to inform employees.

ITEM 4 FORMULATION OF LOCAL LEAVE PROGRAM

The vacation schedule will be handled by the Union, with the schedule provided by management. Choice vacation will be granted to bargaining employees by seniority. Beginning the first day of Pay Period 2 and ending the last day of Pay Period 2, the choice vacation calendar will be made available to all full time and part time employees. Employees will submit PS Form 3971 in duplicate on or before the last day of Pay Period 2. PS Forms 3971 will be returned to employees no later than 21 days from the first day of Pay Period 2. Any requests for annual leave submitted outside of Pay Period 2 would be considered incidental leave.

ITEM 5 THE DURATION OF THE CHOICE VACATION PERIOD(S)

Choice vacation period will begin the third full week of January and end the last full week of November.

ITEM 6 THE DETERMINATION OF THE BEGINNING DAY OF AN EMPLOYEE'S VACATION PERIOD

Choice vacation selections will run Monday through Saturday.

ITEM 7 WHETHER EMPLOYEES AT THEIR OPTION MAY REQUEST TWO SELECTIONS DURING THE CHOICE VACATION PERIOD, IN UNITS OF EITHER FIVE (5) OR TEN (10) DAYS

Employees at their option may request two selections during the choice vacation period in units of 5 or 10 days.

ITEM 8 WHETHER JURY DUTY AND ATTENDANCE AT NATIONAL AND STATE CONVENTIONS SHALL BE CHARGED TO THE CHOICE VACATION PERIOD

Leave for attendance of national and state conventions will count toward choice period for station complement only. Jury duty will not be considered a part of the quota of carriers off during the choice vacation period.

ITEM 9 DETERMINATION OF THE MAXIMUM NUMBER OF EMPLOYEES WHO SHALL RECEIVE LEAVE EACH WEEK DURING THE CHOICE VACATION PERIOD

A minimum of one bargaining employee will be allowed leave each week during the choice vacation period for requests made during Pay Period 2.

ITEM 10 THE ISSUANCE OF OFFICIAL NOTICES TO EACH EMPLOYEE OF THE VACATION SCHEDULE APPROVED FOR SUCH EMPLOYEE

Choice leave requests will be made on PS Form 3971 in duplicate. The duplicate will be returned to the employee to provide official notification of the employees approved vacation schedule. The vacation schedule will be posted on the Union bulletin board.

ITEM 11 DETERMINATION OF THE DATE AND MEANS OF NOTIFYING EMPLOYEES OF THE BEGINNING OF THE NEW LEAVE YEAR.
A notice shall be posted on the official bulletin board not later than November 1st notifying the employees of the beginning of the new leave year.

ITEM 12 THE PROCEDURES FOR SUBMISSION OF APPLICATIONS FOR ANNUAL LEAVE DURING OTHER THAN THE CHOICE VACTION PERIOD.
Incidental leave may not be applied for more than 45 days in advance. Requests will be made on PS Form 3971 in duplicate with the copy returned to the employee within three days of the date submitted, provided the request was submitted seven days or more prior to the requested leave date. Incidental leave will be granted at management's discretion on a first come first served basis except when more than one request is received on the same day in which case seniority prevails.

ITEM 13 THE METHOD OF SELECTING EMPLOYEES TO WORK ON A HOLIDAY.
Management will select from/in order 1.CCA 2.PTF 3. Regular volunteer by Seniority 4. Regular non-volunteer by Juniority.

ITEM 14 WHETHER OVERTIME DESIRED LISTS IN ARTICLE 8 SHALL BE BY SECTION AND/OR TOUR
For Letter Carriers, all are in the same section and tour.

ITEM 15 THE NUMBER OF LIGHT DUTY ASSIGNMENTS WITHIN EACH CRAFT OR OCCUPATIONAL GROUP TO BE RESERVED FOR TEMPORARY OF PERMANENT LIGHT DUTY ASSIGNMENT
Temporary light duty assignments may consist of less than eight (8) hours of work in a service day, and less than forty (40) hours work per service week. Individual employees limitations and/or restrictions and the duration of those limitations and/or restrictions can impact availability of light duty work/assignments. Light duty is requested by the employee.

ITEM 16 THE METHOD TO BE USED IN RESERVING LIGHT DUTY ASSIGNMENTS SO THAT NO REGULARLY ASIGNED MEMBER OF THE REGULAR WORK FORCE WILL BE ADVERSELY AFFECTED

Management will reduce the hours of the supplemental work force, if necessary, to provide for light duty assignments for career employees. Management and the Union will work together on any modifications to the duty assignment of an employee with light duty.

ITEM 17 THE IDENTIFICATION OF ASSIGNMENTS THAT ARE TO BE CONSIDERED LIGHT DUTY WITHIN EACH CRAFT REPRESENTED IN THE OFFICE

Letter Carrier's light duty assignments should be Letter Carrier work insomuch as not in conflict with any of their limitations/restrictions.

ITEM 18 THE IDENTIFICATION OF ASSIGNMENTS COMPRISING A SECTION, WHEN IT IS PROPOSED TO REASSIGN WITHIN AN INSTALLATION EMPLOYEES EXCESS TO THE NEEDS OF A SECTION

In applying Article 12 of the National Agreement, the entire installation shall be considered a section.

ITEM 19 THE ASSIGNMENT OF EMPLOYEE PARKING SPACES.

Parking spaces in excess of USPS needs will be available 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 TOTAL CHOICE VACATION PLAN

Annual leave to attend Union activities requested prior to the determination of the choice vacation schedule will be a part of the total choice vacation period. Where the specific delegates(s) to the Convention; for example, have not yet been determined, upon the request of the Union, the Employer will make provision for leave for these delegate(s) prior to making commitments for vacations.

ITEM 21 THOSE OTHER ITEMS WHICH ARE SUBJECT TO LOCAL NEGOTIATIONS AS PROVIDED IN THE CRAFT PROVISIONS OF THIS AGREEMENT

A. Bulletin boards - a bulletin board will be provided to Benton's City Carriers for their exclusive use, for the posting of Union/Carrier - important literature.

B. Lockers - A locker will be assigned to every City Carrier employee who will provide their own lock as they desire.

C. Telephone use - Telephone use by Union officials will be provided for business related to the administration of the National Agreement.

D. Labor/Management meetings - can be held upon the unilateral request of either party - the dates and times being agreed upon.

E. Abolishment of a duty assignment - when a letter carrier route or full-time duty assignment, other than the letter carrier route(s) or full-time duty assignments of the junior employee(s), is abolished at a delivery unit a result of, but not limited to, route adjustment, highways or housing projects, all routes and full-time duty assignments at that unit held by letter carriers who are the junior to the carrier(s) whose route(s) or full-time duty assignments was abolished shall be posted for bid in accordance with the posting procedures in this Article. It will be posted for ten (10) days. The Local Branch may on a one-time basis during the life of this Agreement elect to delete the provision from its Local Agreement.

F. Bid notices - notice inviting bids for Letter Carrier craft assignments and to such other assignments to which a Letter Carrier is entitled to bid, shall be posted on the official bulletin board for ten (10) days. Copies of the notice shall be given to the local union. Employees absent during such posting will be notified of any posted bid notice.

ITEM 22 LOCAL IMPLEMENTATION OF THIS AGREEMENT RELATING TO SENIORITY, REASSIGNMENT, AND POSTING

Bumping of PTF on bid assignment will be allowed with the mutual consent of all parties. PTF, not on a bid assignment, will be offered immediately any vacancy of five (5) consecutive days or longer; assignment for bid when such assignment(s) become available after the weekly schedule has been posted. The President of NALC branch #383 may select and designate Letter Carrier members of all committees.

This L.M.O.U. is entered into on April 30, 2013, at Benton, Ky. 42025 between the representatives of the United States Postal Service and the designated agent of NALC Branch #383, pursuant to the Local Implementation Provisions of the 2011 - 2016 National Agreement with the National Association of Letter Carriers.

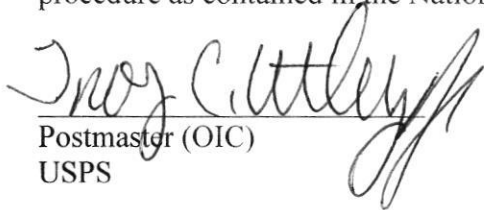
Christopher A. Carroll
For the US Postal Service

Roy Brashear
For the Union


MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into on 5/27/21 (Date) at Benton (City, State) Ky between the representatives of the United States Postal Service and the designated agent of NALC Branch 383, pursuant to the Local Implementation Provisions of the 2019 National Agreement with the National Association of Letter Carriers.

This Local Memorandum of Understanding shall be in full force and effect until midnight 5/20 (Date) 2023, unless extended by agreement between the parties at the National level. The terms of this Memorandum of Understanding are subject to the grievance procedure as contained in the National Agreement.



Postmaster (OIC)
USPS



President
NALC, Branch 383