

Local Memorandum
of
Understanding

NALC Local Branch #383

Paducah, KY 42001/42003

L.M.O.U.

Paducah Ky. 42001/03

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.

Carrier's off days will remain rotating.

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 decision for curtailment or termination of postal operations to conform to the orders of local authorities, or as local conditions warrant because of emergency conditions, shall be made by the installation head or person designated in writing to make such a decision. The installation head shall take into consideration such factors as:

- A. Requirements, expectations, and reactions of its customers to the emergency.
- B. The accessibility of postal operations and its customers to the employer and employees.
- C. The safety and health of its employees.

When the decision has been reached to curtail postal operations, to the extent possible, management will notify and seek the cooperation of local radio and television stations to inform employees.

ITEM 4 FORMULATION OF LOCAL LEAVE PROGRAM.

The vacation schedule shall be handled by the Union, and such schedule will be provided by management. The vacation schedule will be posted the first work day following Thanksgiving. On December 21st, carriers will begin selecting their annual leave for the coming year, by seniority. This will be completed as soon as possible. If a carrier or their designee fails to submit their selections at the proper time, they will be bypassed until their choices are submitted. There shall be no exchanging of leave.

City Carrier Assistants will be permitted to select one (1) vacation slot in the choice vacation period once vacation selections are completed for Career Letter Carriers, as detailed in ITEM 7 and ITEM 12 (though completely in the LMOU whole). Granting leave under such provisions must be contingent upon the CCA employee having a sufficient leave balance when the leave is taken.

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

The choice vacation period shall begin the first week of March and extend through the end of the year.

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

Vacation periods shall be 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.

Those carriers earning thirteen (13) days of annual leave per year shall have the option of selecting two (2) five (5) day periods or one (1) ten (10) day period during the choice vacation period. Those carriers who earn twenty (20) or twenty-six (26) days of annual leave per year, shall have the option of selecting one (1) five (5) day period and one (1) ten (10) day period or two (2) five (5) day periods or one (1) fifteen (15) day continuous period during the choice vacation period. Selections of fifteen (15) day periods will count as two (2) selections.

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

Union leave for 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.

The number of employees off will be eleven per cent of the carrier craft complement with the following exceptions: Memorial Day week, Independence Day week, and Labor Day week will each have eleven per cent of the carrier craft complement plus one (1) additional slot. Normal rounding will apply.

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

Each carrier craft employee will submit, following final selection of his or her 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 a reasonable amount of time.

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 VACATION PERIOD.

The months of January and February shall be on a first come, first served basis with 3971's submitted no sooner than the first working day of the month prior to the month leave is desired. Approval or denial of requests for incidental annual leave will be given no later than Wednesday preceding the service week for which leave is requested. For those carriers earning twenty (20) and twenty-six (26) days of annual leave, the vacation calendar will become available a second time. Those employees will be allowed up to two (2) additional selections of five (5) days during the choice period by seniority, up to the maximum of the leave earned for the year. At the conclusion of this round, the vacation calendar will be closed.

ITEM 13 THE METHOD OF SELECTING EMPLOYEES TO WORK ON A HOLIDAY.

Management will select carriers to work on holidays or designated holidays in the following order:

1. CCA
 2. PTF
 3. Full time regulars who volunteer to work on their non-scheduled day, by seniority. (continued next page)
 4. Full time regulars who volunteer to work their holiday or day designated as a holiday by seniority. Generally, those carriers volunteering to work their designated holiday, will be scheduled on their own assignment. However, this is not a requirement and management may make other assignments based upon cost effectiveness.
 5. Full time regulars who did not volunteer on what would be their non scheduled day, by juniority.
 6. All other non-volunteer full time regulars, by juniority.
- Those carriers on a long weekend preceding a holiday followed by scheduled annual leave on the vacation calendar shall be exempt from being forced to work on their long weekend; Friday and/or Saturday.

ITEM 14 WHETHER OVERTIME DESIRED LISTS IN ARTICLE 8 SHALL BE BY SECTION AND/OR TOUR.

Overtime desired lists for bargaining unit employees will be administered by section and tour. For the letter carrier craft, 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 OR PERMANENT LIGHT DUTY ASSIGNMENT.

Temporary light duty assignments may consist of less than eight (8) hours work per service day and less than forty 40 hours of work per service week; and the availability of which will be determined by the individual employees limitations and/or restrictions and the duration of those limitations and/or restrictions. Assignments should not be made to the detriment of bid positions. Temporary light duty assignment hours may not be the same as the previous duty assignment schedule. Light duty is requested by an employee due to a non-job related injury, illness or condition.

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

For temporary light duty assignments, management and the Union will mutually strive to made modifications to the light duties employees existing duty assignment. If necessary, management will reduce the hours of the supplemental work force to provide for temporary light duty assignments for career employees.

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

Assignments available for light duty will be determined in accordance with Article 3; A,B,C,D of the National Agreement, given the employees qualifications and restrictions. Light duty assignments for Letter Carriers should contain carrier duties not in conflict with any limitations and/or 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.

For purposes of 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.

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

BULLETIN BOARDS

A bulletin board will be provided to Branch #383 for their exclusive use. Only suitable notices or literature may be posted or placed in literature racks. There shall be no posting of notices or literature except on the designated bulletin board unless officially approved otherwise.

UNIFORMS

Uniforms as provided for the city letter carriers will follow Authorized Uniform Combinations in ELM 933.2 (continued next page)

LOCKERS

City letter carriers will each be assigned a locker. Employees will furnish their own lock by their choice. Except in matters where there is a reasonable cause to suspect criminal activity, a steward or the employee will be present at any inspection of employees' lockers. Employees are expected to maintain their appropriate personal material only on the inside of their assigned lockers.

TELEPHONE USE

Telephone use by Union officials will be provided to the extent possible for legitimate business related to the administration of the National Agreement, subject to sound business judgment and practices.

LABOR MANAGEMENT MEETINGS

Labor management meetings will be scheduled in a timely manner upon the unilateral request of either party, and the dates and times shall be mutually agreed upon.

ASSIGNMENT WORK HOUR CHANGES

Letter carrier assignments shall not be posted when there is a change of more than one(1) hour in the starting time.

ABOLISHMENT OF A DUTY ASSIGNMENT

When a letter carrier route or full-time assignment, other than the letter carrier route(s) or full-time duty assignments of the junior employee(s), is abolished at a delivery unit as a result of, but not limited to, route adjustments, 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.

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. When an absent employee has so requested in writing; listing their address, a copy of any notice inviting bids shall be mailed to the employee.

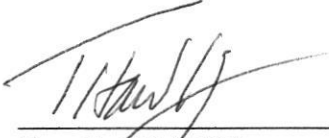
BIDDING ON NON-SCHEDULED WORK DAYS

Immediately following a route vacancy and before the route is posted for bid, the non-scheduled day will be considered open for bid on a seniority basis in the swing group, not to exceed five (5) carriers; providing no delay in posting the route.

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


- A. Bumping of T-6 carriers and PTF's on bid assignments will be allowed with the mutual consent of all parties
- B. Senior PTF's not on a bid assignment, will be offered immediately any vacant five (5) consecutive day or longer assignment for bid when such assignment(s) become available after the weekly schedule has been posted.
- C. Letter Carrier members of all committees; shall be selected and/or designated by the President of local branch #383.

This Memorandum of Understanding is entered into on November 16, 2017 at Paducah, Ky. 42001/03 between the representatives of the U.S. Postal Service and the designated agent(s) of NALC Branch #383, pursuant to the Local Implementation Provisions of the 2016-2019 National Agreement with the National Association of Letter Carriers.



For the U.S.P.S

11/16/17

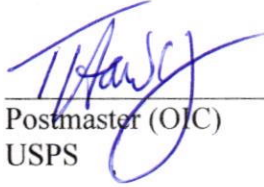


For the Union


MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into on (Date) at Paducah (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