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USPS-NALC 836 LOCAL MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT REFERRED TO AS THE LOCAL MEMORANDUM OF UNDERSTANDING IS ENTERED INTO AS OF THE 6TH DAY OF NOVEMBER BY AND BETWEEN THE HOPKINSVILLE KENTUCKY POST OFFICE (MANAGEMENT) AND LOCAL BRANCH 836 OF THE NATIONAL ASSOCIATION OF LETTER CARRIERS, AFL-CIO (UNION) IN ACCORDANCE WITH ARTICLE 30 OF THE AGREEMENT BETWEEN THE UNITED STATES POSTAL SERVICE AND THE NATIONAL ASSOCIATION OF LETTER CARRIERS AFL-CIO 2016-2019

ITEM 1: ADDITIONAL OR LONGER WASH-UP PERIODS

WHEN AN EMPLOYEE IS ASSIGNED TO PERFORM DIRTY WORK OR WORKS 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.

THE REGULAR WORK WEEK WILL CONSIST OF FIVE (5) DAYS WITH ROTATING DAYS OFF

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 THE CURTAILMENT OR TERMINATION OF POSTAL OPERATIONS TO CONFORM TO THE ORDERS OF LOCAL AUTHORITIES, OR AS LOCAL CONDITIONS WARRANT BECAUSE EMERGENCY CONDITIONS SHALL BE MADE BY POSTAL MANAGEMENT. WHEN THE DECISION HAS BEEN REACHED TO CURTAIL POSTAL OPERATIONS TO THE EXTENT POSSIBLE, LOCAL MANAGEMENT WILL NOTIFY AND SEEK THE COOPERATION OF THE LOCAL RADIO AND TELEVISION STATIONS TO INFORM EMPLOYEES.

ITEM 4: FORMULATION OF LOCAL LEAVE PROGRAM

ITEM A: EMPLOYEES WHO EARN THIRTEEN (13) DAYS OF ANNUAL LEAVE PER YEAR SHALL BE GRANTED UP TO TEN (10) DAYS OF CONTINUOUS LEAVE FOR THEIR PRIMARY LEAVE SELECTION. THE NUMBER OF ANNUAL LEAVE NOT TO EXCEED (10) SHALL BE AT THE OPTION OF THE EMPLOYEE. EMPLOYEES WHO EARN TWENTY(20) OR TWENTY-SIX(26) DAYS OF ANNUAL LEAVE SHALL BE GRANTED UP TO FIFTEEN(15) DAYS OF CONTINUOUS ANNUAL LEAVE PER YEAR SHALL BE GRANTED UP TO FIFTEEN(15) DAYS OF CONTINUOUS ANNUAL LEAVE FOR THEIR PRIMARY LEAVE SELECTION. THE NUMBER OF DAYS OF ANNUAL LEAVE NOT TO EXCEED FIFTEEN (15) SHALL BE AT THE OPTION OF EMPLOYEE.

ITEM B: ONCE THE LEAVE CALENDER IS PASSED AROUND AND EVERY CAREER EMPLOYEE HAS SELECTED THEIR PRIMARY LEAVE SELECTION ALL ELIGIBLE CITY CARRIER ASSISTANTS (CCA) WILL SELECT ONE(1)WEEK OF ANNUAL LEAVE. THE LEAVE CALENDER WILL PASS AROUND FOR SECONDARY

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LEAVE SELECTIONS. SECONDARY LEAVE WILL BE ALLOWED FOLLOWING COMPLETION OF THE PRIMARY LEAVE SELECTIONS AS EXPRESSED IN ARTICLES 9A, 9B AND 9C OF THE USPS-NALC JOINT CONTRACT AGREEMENT 2016-2019. THE EMPLOYEE MAY MAKE ONE (1) SELECTION OF EITHER FIVE(5)OR TEN(10)DAYS NOT TO EXCEED TEN(10) DAYS AND/OR NOT TO EXCEED THE EMPLOYEES MAXIMUM EARNED ANNUAL LEAVE CAPACITY.

ITEMC: AN EMPLOYEE MAY TAKE ONLY FIVE (5) DAYS DURING THEIR PRIMARY SELECTIONS IN THE MONTH OF DECEMBER.

ITEM D: BY NOVEMBER 1ST LOCAL MANAGEMENT WILL PROVIDE A SENIORITY LIST AND LEAVE CALENDAR TO THE UNION PRESIDENT. THE UNION PRESIDENT WILL APPOINT SOMEONE TO COORDINATE SCHEDULING OF LEAVE AND SUBSEQUENT SUBMISSIONS OF PS FORM 3971 TO THE SUPERVISOR. EACH EMPLOYEE SHALL SUBMIT THEIR REQUEST FOR LEAVE IN DUPLICATE. THE SUPERVISOR SHALL PROVIDE EACH EMPLOYEE A COPY OF THEIR PS FORM 3971 UPON APPROVAL OF THE REQUEST ADDITIONALLY THE SUPERVISOR SHALL RECORD THE EMPLOYEES APPROVED LEAVE ON THE LEAVE CALENDAR AND CHECK THE NAME OFF OF THE SENIORITY LIST RESPECTIVELY.

EACH EMPLOYEE SHALL RECEIVE NOTIFICATION OF THEIR TURN TO SELECT TWENTY-FOUR (24) HOURS PRIOR TO THEIR LEAVE SELECTION. AN EMPLOYEE WHO IS NOT READY TO MAKE HIS/HER SELECTIONS SHALL BE PASSED OVER UNTIL SAID EMPLOYEE IS READY TO MAKE HIS/HER SELECTION. AN EMPLOYEE WHO IS PASSED OVER AND SUBSEQUENTLY TURNS IN PS FORM 3971 MAY NOT DISPLACE ANOTHER WHOSE LEAVE IS ALREADY ON THE LEAVE CALENDAR.

LEAVE SELECTION BEGINS ON THE FIRST DAY WITH FIVE (5) EMPLOYEES MAKING THEIR PRIMARY SELECTIONS. THREE (3) EMPLOYEES WILL MAKE SELECTIONS EACH DAY UNTIL EVERYONE HAS MADE THEIR PRIMARY SELECTIONS. SECONDARY LEAVE SELECTIONS WILL BE HANDLED IN THE SAME MANNER AS PRIMARY SELECTIONS OUTLINED ABOVE.

WHEN EMPLOYEES ANNUAL LEAVE BALANCE HAS BEEN CREDITED WITH HOURS FOR THE UPCOMING LEAVE YEAR, ANY EMPLOYEE HAVING INSUFFICIENT HOURS TO COVER THEIR SCHEDULED LEAVE MUST IMMEDIATELY FORFEIT ANY WEEK(S) THAT ARE OVER THEIR BALANCE. THE EMPLOYEE WILL CHOOSE WHICH WEEK(S) THEY WILL CANCEL.

ITEM E: ANNUAL LEAVE MAY BE EXCHANGED BY MUTUAL AGREEMENT OF EMPLOYEES WITH NOTIFICATION TO LOCAL MANAGEMENT SEVEN (7) DAYS IN ADVANCE TO PROPERLY SCHEDULE A LEAVE REPLACEMENT.

ITEM F: APPROVED LEAVE MAY BE CANCELLED PROVIDED AT LEAST SEVEN (7) DAYS IN ADVANCE NOTICE IS GIVEN TO LOCAL MANAGEMENT AND THE UNION. ANY CANCELLED LEAVE WILL BE POSTED ON THE CARRIERS BULLETIN BOARD BY THE EMPLOYEE. ANY EMPLOYEE WHO WISHES TO TAKE ANY LEAVE THAT HAS BEEN POSTED AS CANCELLED MUST REQUEST SAID LEAVE WITHIN FIVE (5) DAYS OF THE POSTING. MANAGEMENT SHALL GRANT LEAVE ON A FIRST COME FIRST SERVE BASIS FOR ON POSTED CANCELLED LEAVE PERIODS PROVIDED:

- (1) THE EMPLOYEE APPLYING FOR CANCELLED LEAVE HAS NOT USED ALL OF HIS/HER PRIME TIME LEAVE, OR
- (2) THE EMPLOYEE APPLYING FOR CANCELLED LEAVE MUST GIVE UP PRIME LEAVE EQUIVALENT TO THE LEAVE RECEIVED

MANAGEMENT WILL NOT ACCEPT REQUEST FOR CANCELLED LEAVE AFTER THE WORK WEEK SCHEDULE IS POSTED

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

THE CHOICE VACATION PERIOD WILL BE JANUARY 1ST THROUGH DECEMBER 31ST

ITEM 6: THE DETERMINATION OF THE BEGINNING DAY OF AN EMPLOYEES VACATION PERIOD

THE VACATION PERIOD WILL BE MONDAY THROUGH SUNDAY. ANY PART OF A WEEK WILL COUNT AS ONE SELECTION.

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

PRIME TIME ANNUAL LEAVE SHALL BE REQUESTED BY SENIORITY. THE EMPLOYEE HAS THE OPTION OF REQUESTING TWO(2) SELECTIONS IN UNITS OF EITHER FIVE (5) or ten(10) days, the total not to exceed the ten(10) or fifteen(15) days above or in one(1) selection.

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

ITEM A- LEAVE TO ATTEND NATIONAL AND STATE CONVENTIONS WILL NOT BE CHARGED TO THE EMPLOYEE(S) CHOICE ANNUAL LEAVE. THE LEAVE FOR NATIONAL AND STATE CONVENTIONS SHALL BE BLOCKED OFF ON THE VACATION CALENDAR TO ENSURE THE DELEGATES MAY BE GRANTED LEAVE IN ACCORDANCE WITH ARTICLE 24 SECTION 2.B OF NATIONAL AGREEMENT.

B-EMPLOYEES CALLED FOR JURY DUTY WILL NOT REQUIRE SCHEDULED CHOICE ANNUAL LEAVE TO BE CANCELLED FOR OTHER EMPLOYEES EXCEPT IN THE CASE OF AN EMERGENCY BUT WILL COUNT FOR MAXIMUM CHOICE LEAVE IF THE MAXIMUM IS NOT SCHEDULED WHEN AN EMPLOYEE IS NOTIFIED OF JURY SELECTION.

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

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ITEM A- ELEVEN AND ONE-HALF PERCENT (11.5%) OF CAREER EMPLOYEES WILL BE ALLOWED LEAVE FROM THE FIRST MONDAY IN FEBRUARY THROUGH THE LAST SUNDAY IN NOVEMBER. WHEN APPLYING THE 11.5% REQUIREMENT ANY FRACTION OF 0.50 OR MORE WILL BE ROUNDED TO THE NEXT HIGHER NUMBER. ANY FRACTION LESS THAN 0.50 WILL BE ROUNDED TO THE NEXT LOWER NUMBER .

ITEM B-EIGHT PERCENT (8%) OF CAREER EMPLOYEES WILL BE ALLOWED LEAVE THROUGH ANY REMAINING TIME IN NOVEMBER, ALL MONTH OF DECEMBER, ALL MONTH OF JANUARY AND ANY REMAINING TIME IN FEBRUARY. WHEN APPLYING THE 8% REQUIREMENT ANY FRACTION OF 0.50 OR MORE WILL BE ROUNDED TO THE NEXT HIGHER NUMBER. ANY FRACTION LESS THAN 0.50 WILL BE ROUNDED TO THE NEXT LOWER NUMBER.

ITEM C- MEMORIAL DAY WEEK, INDEPENDENCE DAY WEEK, AND LABOR DAY WEEK WILL EACH HAVE 11.5% OF CAREER EMPLOYEE COMPLEMENT PLUS ONE(1) ADDITIONAL SLOT.

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

AFTER EACH EMPLOYEE HAS SUBMITTED THEIR CHOICE(S) FOR LEAVE (PRIMARY AND SECONDARY) IN DUPLICATE ON PS FORM 3971, LOCAL MANAGEMENT WILL GIVE THE EMPLOYEE(S) A COPY OF THE APPROVED PS FORM 3971.

ITEM 11: DETERMINATION OF THE DATE AND MEANS OF NOTIFYING EMPLOYEES OF THE BEGINNING OF THE NEW LEAVE YEAR

AS SOON AS MANAGEMENT RECEIVES NOTIFICATION FROM THE POSTAL DATA CENTER OF BEGINNING OF NEW LEAVE YEAR, IT WILL BE POSTED ON THE BULLETIN BOARD- NO LATER THAN NOVEMBER 1ST.

ITEM 12: THE PROCEDURES FOR SUBMISSION OF APPLICATION FOR ANNUAL LEAVE DURING OTHER THAN THE CHOICE VACATION PERIOD

ONLY LEAVE APPROVED FOR PRIMARY AND SECONDARY VACATION SCHEDULE WILL BE GUARANTEED. ANY ADDITIONAL REQUEST FOR LEAVE OR ANY REQUEST WHICH EXCEED THE MAXIMUM WILL BE CONSIDERED INCIDENTAL LEAVE. THIS LEAVE WILL BE REQUESTED ON DUPLICATE PS FORM 3971 AND WILL BE CONSIDERED FOR APPROVAL ON FIRST-COME FIRST-SERVE BASIS. ANNUAL LEAVE REQUEST FOR INCIDENTAL LEAVE CAN BE REQUESTED NO MORE THAN 30 DAYS IN ADVANCE OF THE DESIRED LEAVE DATE. MANAGEMENT WILL IMMEDIATELY SIGN AND DATE THE PS FORM 3971 UPON RECEIPT.

REQUEST FOR INCIDENTAL LEAVE WILL BE APPROVED OR DISSAPPROVED WITHIN THREE (3) WORKING DAYS.

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

MANAGEMNT MAY DETERMINE THE NUMBER OF EMPLOYEES NEEDED TO PERFORM HOLIDAY WORK. SCHEDULE FOR EMPLOYEES TO WORK HOLIDAYS WILL BE AS FOLLOWS

A.PART-TME FLEXIBLES

B.VOLUNTEERS WORKING HOLIDAY

C.CITY CARRIER ASSISTANTS

D.VOLUNTEERS WORKING NON-SCHEDULE DAY

E.NON-VOLUNTEERS WORKING NON-SCHEDULED DAY

F.NON-VOLUNTEERS WORKING THEIR HOLIDAY

ITEM 14: WHETHER "OVERTIME DESIRED" LIST IN ARTICLE 8 SHALL BE BY SECTION AND/OR TOUR

THERE IS ONLY ONE CITY CARRIER SECTION WITHIN THE HOPKINSVILLE POST OFFICE- HENCE THE OVERTIME DESIRED LIST WILL BE COMPRISED OF THE AFOREMENTIONED SECTION

ITEM 15: THE NUMBER OF LIGHT DUTY ASSIGNMENTS WITHIN EACH CRAFT OR OCCUPATIONAL GROUP TO BE RESERVED FOR TEMPORARY OR PERMANENT LIGHT DUTY ASSIGNMENTS

ANY FULL -TIME REGULAR OR PART-TIME FLEXIBLE EMPLOYEE RECUPERATING FROM A SERIUOS ILLNESS OR INJURY MAY VOLUNTARILY SUBMIT A WRITTEN REQUEST TO THE INSTALLATION HEAD FOR TEMPORARY LIGHT DUTY OR OTHER ASSIGNMENT. LIGHT DUTY ASSIGNMENTS MAY BE ESTABLISHED TO CONSIST OF EIGHT (8) HOURS OR LESS AND SHALL BE BASED UPON THE MEDICAL RESTRICTIONS PRESENTED BY THE EMPLOYEES TOUR HOURS, WORK LOCATION AND BASIC WORK WEEK SHALL BE THOSE OF THE LIGHT DUTY ASSIGNMENT.

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

NOT APPLICABLE

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

NOT APPLICABLE

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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

SINCE THERE IS ONLY ONE CARRIER SECTION IN THE HOPKINSVILLE POST OFFICE THE ENTIRE INSTALLATION SHALL BE CONSIDERED A SECTION FOR APPLYING ARTICLE 12 OF THE NATIONAL AGREEMENT.

ITEM 19: THE ASSIGNMENT OF EMPLOYEE PARKING SPACES

MANAGEMENT IS NOT RESPONSIBLE TO PROVIDE EMPLOYEE PARKING SPACES. PARKING WILL BE ON A FIRST-COME-FIRST-BASIS.

ITEM 20: THE DETERMINATION AS WHETHER ANNUAL LEAVE TO ATTEND UNION ACTIVITIES REQUESTED PRIOR TO DETERMINATION OF CHOICE VACATION SCHEDULES IS TO BE PART OF THE TOTAL CHOICE VACATION PLAN

THE UNION PRESIDENT OR SECRETARY WILL PROVIDE THE DATES OF THE STATE AND NATIONAL CONVENTIONS TO MANAGEMENT BY NOVEMBER 1ST OF EACH YEAR. LEAVE TO ATTEND STATE AND NATIONAL CONVENTIONS WILL BE MARKED ON THE LEAVE CALENDAR BEFORE ROTATION FOR CHOICE LEAVE BEGINS. MANAGEMENT WILL WORK WITH THE UNION TO MAKE A REASONABLE EFFORT TO ALLOW MEMBERS THE AFOREMENTIONED UNION TO ATTEND UNION ACTIVITIES.

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

THE INSTALLATION HEAD SHALL MEET WITH APPROPRIATE REPRESENTATIVES OF BRANCH 836 AT SUCH TIME AS MAY MUTUALLY AGREE UPON. SUCH MEETINGS SHALL HAVE ONE (1) EMPLOYEE ON THE CLOCK.

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

ITEM A-BIDDING FOR VACANT FULL TIME CITY CARRIER ASSIGNMENTS WILL BE DONE BY EITHER TELEPHONE AND/OR COMPUTERIZED BIDDING (AUTOMATED BIDDING), AS APPLICABLE

ITEM B- PART TIME FLEXIBLE/CCA EMPLOYEES HAVE THE OPTION TO OPT ON VACANT ASSIGNMENTS OF FIVE (5) DAYS OR MORE USING _____ AND SUBMITTING TO SUPERVISOR. THESE EMPLOYEES MAY OPT FOR AS MANY ASSIGNMENTS AS POSTED, STATING THEIR PREFERENCE IN THE FOLLOWING MANNER: 1ST CHOICE, 2ND CHOICE, ETC WHEN MORE THAN ONE (1) ROUTE IS POSTED.

ITEM C- IF A REGULAR ROUTE THAT HAS A REGULAR EMPLOYEE ASSIGNED TO IT IS ABOLISHED THEN ALL ROUTES WITH EMPLOYEES ASSIGNED TO THEM THAT HAVE LESS SENIORITY WILL BE POSTED FOR BID.

ITEM D- ANY ASSIGNMENT SHALL BE POSTED WHEN THE ROUTE IS CHANGED BY THIRTY-THREE PERCENT (33%) OR MORE OF TOTAL DELIVERIES.

ITEM E - WHEN A REGULAR EMPLOYEE WORKS THEIR NON-SCHEDULED DAY AND A VACANCY EXIST WITHIN A CARRIER TECHNICIAN (T6) SWING THEN MANAGEMENT MAY MOVE THE CARRIER TECHNICIAN(T6) WITHIN THEIR SWING IN ORDER FOR TH NON-SCHEDULED EMPLOYEE TO WORK HIS/HER REGULAR ASSIGNED ROUTE-ENSURING EFFICIENCY AND BETTER CUSTOMER SERVICE.

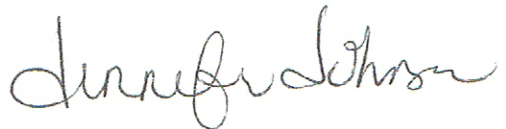
DURATION

THIS LOCAL MEMORANDUM OF UNDERSTANDING WILL BE FOR THE SAME TERM AND WILL REMAIN IN FORCE FOR THE DURATION OF THE CURRENT NATIONAL AGREEMENT BETWEEN THE UNITED STATES POSTAL SERVICE AND THE NATIONAL ASSOCIATION OF LETTER CARRIERS AFL-CIO. THIS AGREEMENT WILL BE OPEN FOR NEGOTIATION UPON NOTIFICATION OF ANOTHER LOCAL NEGOTIATING PERIOD PER THE NATIONAL AGREEMENT.

SIGNATURES


CRAIG WESTBROOKS

PRESIDENT BRANCH 836

JENNIFER JOHNSON 
POSTMASTER HOPKINSVILLE


FELICIA EARTHMAN

HEAD SPOKESPERSON