

**LOCAL MEMORANDUM OF  
UNDERSTANDING  
BETWEEN**

**UNITED STATES POSTAL SERVICE  
CLINTON, KENTUCKY 42031  
AND**

**NATIONAL ASSOCIATION OF LETTER  
CARRIERS BRANCH 2156  
CLINTON, KENTUCKY 42031**

**APRIL 25<sup>TH</sup>, 2021**

**RE: Local Enforceable agreement:**

This Local Memorandum of Understanding (LMOU) sets forth the agreement between the Clinton Post Office and the NALC Branch 2156 Clinton Kentucky Installation. This LMOU articulates the local enforceable agreement between the NALC and the Postal Service on the NALC-USPS Joint Contract Agreement (2019-2023) negotiable work rules and other terms and conditions of employment. Should any part of this agreement contained herein be rendered or declared invalid by reason of any existing or subsequent enacted legislation or by a court of competent jurisdiction, such invalidation shall not invalidate the remaining portions of this agreement.

**ARTICLE 1  
RECOGNITION**

The installation shall be recognized as the Clinton Kentucky Post Office, Management as the representative, consisting of the Postmaster assigned to the office, shall represent management in the local negotiations. The Union shall be Branch 2156 of the National Association of Letter Carriers, AFL-CIO which shall be the sole bargaining unit for personnel assigned to the letter carrier craft of the installation and represented by the President for the purpose of local negotiations. Only those principles designated above may re-negotiate or modify the terms and conditions of the Local Memorandum of Understanding. Local Branch 2156, National Association of Letter Carriers, AFL-CIO is certified at the National Level and fully recognized as the exclusive bargaining agent for all personnel at the Clinton Kentucky Post Office assigned to the Letter Carrier Craft.

## **ARTICLE 30**

### **ITEM 1**

#### **WASH-UP TIME**

- CARRIERS SHALL BE GRANTED REASONABLE WASH-UP TIME

### **ITEM 2**

#### **FORMULATION OF THE WORK WEEK**

- THE FULL-TIME CARRIER SHALL HAVE A FIXED DAY OFF AT THEIR OPTION

### **ITEM 3**

#### **CURTAILMENT OF SERVICES**

- LOCAL MANAGERS SHALL CONFORM TO THE CONTROLLING LOCAL OR STATE OFFICIALS.
- BEFORE CURTAILMENT OF SERVICES BECAUSE OF EMERGENCY SITUATIONS, LOCAL OFFICIALS SHALL CONSULT THE LOCAL UNION PRESIDENT

### **ITEM 4**

#### **LOCAL LEAVE PROGRAM**

- MANAGEMENT SHALL NOTIFY CARRIERS BY NOVEMBER 1<sup>ST</sup> OF THE BEGINNING OF THE NEW LEAVE YEAR
- CARRIERS SHALL BE ALLOWED TO PROGRAM ALL OF THEIR EARNED ANNUAL LEAVE FOR THE YEAR.
- 1<sup>ST</sup> CHOICE IS UP TO 3 WEEKS AND 2<sup>ND</sup> CHOICE IS THE REMAINDER OF EARNED LEAVE
- CCAS SHALL BE ALLOWED TO PROGRAM 1 WEEK OF ANNUAL LEAVE AFTER THE CAREER EMPLOYEES HAVE COMPLETED. THE CCAS LEAVE SHALL BE KEPT ON A SEPARATE CALENDAR AND THE CARRIER MUST HAVE THE LEAVE AT THE TIME THE LEAVE IS TAKEN OR IT SHALL BE GIVEN BACK

### **ITEM 5**

#### **DURATION OF CHOICE PERIOD**

- THE LEAVE YEAR SHALL BE JANUARY 1<sup>ST</sup>-DECEMBER 31<sup>ST</sup>

### **ITEM 6**

#### **BENNING DAY OF LEAVE**

- BEGINNING DAY OF LEAVE IS MONDAY

### **ITEM 7**

### **CHOICE VACATION OPTIONS**

- CARRIERS EARNING 13 DAYS MAY SELECT UP TO 2 WEEKS ON THE 1<sup>ST</sup> CHOICE AND THE REMAINDER OF LEAVE EARNED ON THE 2<sup>ND</sup> CHOICE
- CARRIERS EARNING 20-26 DAYS, MAY SELECT UP TO 3 WEEKS ON THE 1<sup>ST</sup> CHOICE AND THE REMAINDER OF LEAVE ON 2<sup>ND</sup> CHOICE
- THE LEAVE MAY BE SELECTED IN AS FOLLOWS: SINGLE WEEKS, DOUBLE WEEKS, TRIPLE WEEKS, 2 WEEKS AND 1 WEEK OR SINGLE DAYS BUT ANY DAYS LESS THAN A WEEK SHALL COUNT AS A WEEK CHOICE

### **ITEM 8**

#### **JURY DUTY AND CONVENTIONS**

- JURY DUTY AND CONVENTION SHALL NOT BE COUNTED AGAINST A CARRIER PROGRAMED LEAVE NOR SHALL IT BE COUNTED TOWARDS NUMER OF CARRIERS OFF

### **ITEM 9**

#### **NUMBER OFF DURING CHOICE VACATION PERIOD**

- THERE SHALL BE ONE CARRIER OF DURING THE CHOICE VACATION PERIOD

### **ITEM 10**

#### **NOTICE OF APPROVED VACATION**

- MANAGEMENT SHALL RETURN APPROVED SLIPS WITHIN 3 BUSINESS DAYS AFTER SUBMISSION. IF MANAGEMENT DOES NOT RETURN THE SLIPS WITHIN 3 BUSINESS DAYS, THE LEAVE IS AUTOMAICALLY APPROVED

### **ITEM 11**

#### **NOTICE OF LEAVE YEAR**

- CARRIER SHALL BE NOTIFIED BY November 1<sup>st</sup> OF THE BEGINNING OF THE NEW LEAVE YEAR

### **ITEM 12**

#### **PROCEDURES FOR INCIDENTAL LEAVE**

- ONE CARRIER IS GUARANTEED OFF FOR INCIDENTAL LEAVE IF NO OTHER CARREER IS ON CHOICE VACATION
- CARRIERS MAY TURN IN LEAVE REQUESTS 30 DAYS OUT FOR THE DATE THE REQUEST IS TURNED IN
- FOR CHOCIES OUTSIDE OF 30 DAYS BOTH MANAGEMENT AND THE UNION MUST APPROVE THIS SELECTION

### **ITEM 13**

#### **HOLIDAY SCHEDULING**

- ALL PART-TIME FLEXIBLES TO THE MAXIMUM EXTENT POSSIBLE EVEN IF THE PAYMENT OF OVERTIME IS REQUIRED
- ALL FULL-TIME AND PART-TIME REGULAR EMPLOYEES WHO HAVE VOLUNTEERED TO WORK THEIR HOLIDAY OR DESIGNATED HOLIDAY BY SENIORITY
- CCAs TO THE MAXIMUM EXTENT POSSIBLE EVEN IF THE PAYMENT OF OVERTIME IS REQUIRED
- ALL FULL-TIME OR PART-TIME REGULAR EMPLOYEES WHO HAVE VOLUNTEERED TO WORK THEIR NON-SCHEDULED DAY BY SENIORITY
- FULL-TIME OR PART-TIME REGULAR EMPLOYEES WHO DID NOT VOLUNTEER TO WORK THE NON-SCHEDULED DAY BY INVERSE SENIORITY
- FULL-TIME OR PART-TIME REGULAR EMPLOYEES WHO DID NOT VOLUNTEER TO WORK THEIR HOLIDAY OR DESIGNATED HOLIDAY BY INVERSE SENIORITY

#### **ITEM 14**

#### **OVERTIME DESIRED LIST**

- THE CLINTON POST OFFICE SHALL BE ONE SECTION FOR THIS PURPOSE

#### **ITEM 15**

#### **LIGHT DUTY ASSIGNMENTS**

- MANAGEMENT SHALL MAKE EVERY EFFORT TO EMPLOY LETTER CARRIERS IN THEIR OWN STATION FOR LIGHT DUTY ASSIGNMENTS. THESE ASSIGNMENTS MIGHT NOT CONSIST OF 8 HOURS A DAY BUT MUST BE LOOKED UPON BASED ON THE CARRIER'S INDIVIDUAL MEDICAL NEEDS. IT IS AGREED THAT ALL REQUESTS FOR LIGHT DUTY IN THE LETTER CARRIER CRAFT OF THE CLINTON POST OFFICE SHALL BE CONSIDERED ON THE MERITS BY LOCAL MANAGEMENT IN CONSULTATION WITH UNION OFFICIALS. AFTER THIS CONSULTATION, EMPLOYEES MAY BE GRANTED LIGHT DUTY THAT IS CONSISTENT WITH THEIR MEDICAL CONSTRAINTS WHEN IT IS MUTUALLY AGREED THAT LIGHT DUTY IS AVAILABLE. THESE HOURS MAY OR MAY NOT BE WITHIN THE CARRIER'S NORMAL 8-HOUR WORK SCHEDULE. THEREFORE, OUT OF SCHEDULE PREMIUM SHALL NOT APPLY.

#### **ITEM 16**

#### **RESERVING LIGHT DUTY ASSIGNMENTS**

- MANAGEMENT AND THE UNION SHALL STRIVE TO MAKE MODIFICATIONS TO THE AFFECTED EMPLOYEE'S ASSIGNMENT BASED ON THE LIMITATIONS OR RESTRICTIONS. ASSIGNMENTS SHALL NOT BE MADE AT THE DETRIMENT OF THE BID POSITION. IF NECESSARY, MANAGEMENT WILL REDUCE THE HOURS OF THE SUPPLEMENTAL WORKFORCE TO PROVIDE LIGHT DUTY ASSIGNMENTS.

#### **ITEM 17**

#### **IDENTIFICATION OF ASSIGNMENTS**

- ASSIGNMENTS WILL BE ANY WORK WITHIN THE CARRIER CRAFT THAT MEETS THE INJURED CARRIER'S MEDICAL RESTRICTIONS, WITHOUT BEING A DETRIMENT TO REGULAR ASSIGNMENTS, ALL OF THESE ASSIGNMENTS WILL BE AFFORDED

**ITEM 18**

**ARTICLE 12 PROVISIONS**

- THE ENTIRE INSTALLATION SHALL BE CONSIDERED ONE SECTION

**ITEM 19**

**PARKING**


- PARKING IS ON A FIRST COME BASIS

**ITEM 20**

**UNION LEAVE PRIOR TO CHOICE VACATION PERIODS**

- LEAVE TO ATTEND UNION ACTIVITIES SHALL BE BLACKED OUT PRIOR TO THE CHOICE VACATION SELECTIONS AND SHALL NOT COUNT TOWARDS THE QUOTA OFF

  
\_\_\_\_\_  
NALC PRESIDENT

  
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CLINTON POSTMASTER