

LOCAL MEMORANDUM OF
UNDERSTANDING
BETWEEN
UNITED STATES POSTAL SERVICE
FULTON, KENTUCKY 42041
AND
NATIONAL ASSOCIATION OF LETTER
CARRIERS BRANCH 2156
FULTON, KENTUCKY 42041

APRIL 29TH, 2021

RE: Local Enforceable agreement:

This Local Memorandum of Understanding (LMOU) sets forth the agreement between the Fulton Post Office and the NALC Branch 2156 Fulton 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 Fulton Kentucky Post Office, Management as the representative, consisting of the Postmaster and the Customer Service Supervisor assigned to the office, of which two (2) may 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 and/or the Vice President or Treasurer, for a total of two (2) representatives 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 Fulton 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 BY SENIORITY WITH ONLY ONE CARRIER OFF PER DAY.

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 1ST OF THE BEGINNING DATE THAT LEAVE CAN BE USED IN THE NEW YEAR.
- CARRIERS SHALL BE ALLOWED TO PROGRAM 3 WEEKS OF ANNUAL LEAVE DURING CHOICE VACATION.
- 1ST CHOICE IS UP TO 2 WEEKS, 2ND CHOICE IS THE REMAINDER OF THE 3 WEEKS NOT USED IN CHOICE 1
- CCAs SHALL BE ALLOWED TO PROGRAM 1 WEEK OF ANNUAL LEAVE AFTER THE CAREER EMPLOYEES HAVE COMPLETED THEIR 1ST CHOICE. THE CCAs 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 1ST-DECEMBER 31ST

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 1ST CHOICE
- CARRIERS EARNING 20-26 DAYS, MAY SELECT UP TO 2 WEEKS ON THE 1ST CHOICE AND THE REMAINDER OF THE 3 WEEKS LEAVE ON 2ND CHOICE
- THE LEAVE MAY BE SELECTED IN INCREMENTS AS FOLLOWS: SINGLE WEEKS OR TWO WEEKS TOGETHER.

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 1ST OF WHEN CARRIERS CAN BEGIN TO USE LEAVE IN THE NEW YEAR

ITEM 12

PROCEDURES FOR INCENDENTIAL LEAVE

- ONE CARRIER IS GUARANTEED OFF FOR INCENDENTIAL LEAVE IF NO OTHER CAREER CARRIER IS ON CHOICE VACATION
- CARRIERS MAY TURN IN LEAVE REQUESTS WITHIN 30 DAYS OF THE DATE NEEDED OFF
- FOR CHOICES 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 IEVEN 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 FULTON 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 FULTON 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

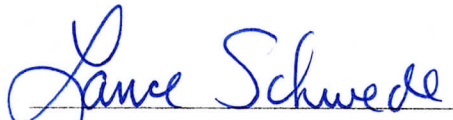
PARKING

- 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


FULTON POSTMASTER