

LOCAL MEMORANDUM OF
UNDERSTANDING

BETWEEN

UNITED STATES POSTAL SERVICE
MURRAY, KY 42071

AND

LOCAL NALC BRANCH 2156

April 25th, 2021

PREAMBLE

This agreement (now completely grandfathered in) now called the 2019-2023 LMOU has been negotiated by and between the Murray Kentucky Post Office (or the "employer" or "management") and the Murray Local Branch 2156 of the National Association of Letter Carriers (or the "Union")

ARTICLE 1 RECOGNITION

The installation shall be recognized as the Murray Kentucky Post Office, Management as the representative, consisting of the Postmaster and the Customer Service Supervisors 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 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 Murray Kentucky Post Office assigned to the Letter Carrier Craft.

ITEM 1

WASH-UP TIME AND BREAKS

- When an employee performs dirty work with toxic materials, the employee will be allowed reasonable wash-up time. In addition, reasonable wash-up time for carriers shall be allowed prior to leaving the office to service their routes and after returning to the Post Office after completion of their routes at the end of their tours of duty.
- 2 ten (10) minutes breaks are to be taken on the street portion of their assignments.

ITEM 2

ESTABLISHMENT OF WORK WEEK

- Rotating days off shall be in effect for all Regular carriers and carrier Technicians during the lifetime of this agreement. Rotating days will be assigned to each route for the duration of time that rotating days off is the selected method for non-scheduled days.

ITEMS 3

CURTAILMENT OF SERVICES

- The local installation head (Postmaster), in consultation with local Union officials, State and Municipal City Authorities and weather forecasting agencies will make a determination of what operations are to be curtailed during periods of severe weather or natural disasters.

ITEM 4

LOCAL LEAVE PROGRAM

- Management will notify all members of the Letter Carrier Craft by November 1st of each year of the beginning and ending dates of the periods for making selections during the choice vacation period.
- The leave calendar will be passed throughout the city carrier workforce by seniority, and each carrier will indicate his/ her selection for choice

vacation and return it to the Customer Service Supervisor by the end of two working days of receiving the calendar. Any carrier who fails to record his/her leave choices within two days will be required to pass the leave calendar to the next senior carrier and will not be given another opportunity to select choice vacation until every other carrier has had an opportunity to select choice vacation.

- Sundays, holidays, and non-scheduled days shall not count as work days for the purpose of this paragraph.
- In the event a carrier is on any type of leave at the time that the leave calendar should be passed to him/ her, management and the union will jointly determine how best to allow him/ her to make his/her selection without delaying the calendar.
- City Carrier Assistants (CCAs) shall be allowed to take up to one period of 5 days during the choice vacation scheduling period. CCA's will choose their vacation after all carriers have picked their 1st and 2nd choices. If a CCA doesn't have the leave available at the time the choice vacation arrives, the leave must be given back. CCA's will have their own vacation calendar and will only be able to choose weeks that are not full on the regular vacation calendar.
- Before offering incidental annual leave after casing on a rotating basis, management will approve any previously submitted annual leave "disapproved pending" requests turned in before the first tour of carriers clocked-in for that service day.
- Carriers will be allowed to choose up to their maximum earnings for the year. This will be done in two rounds of bidding. First choice is up to three weeks, and second choice is up to the carriers remaining leave earned for the year.

INCIDENTAL LEAVE

- Non-choice or incidental leave shall be granted up to three (3) carriers off from January – December.
- Requests for incidental leave will be submitted on duplicate PS Forms 3971's no earlier than 30 days prior to the beginning date of the requested leave. 3971 's must be initialed by a manager upon submittal.
- Incidental leave is first come first serve basis, incidental leave after clocking in for duty is at the discretion of management.

- Exceptions to the 30-day rule of Incidental Leave requests may be granted to carriers who make long term plans. Form 3971 for such requests must be signed by the recognized steward or by the highest Union Official available. Management and the Union Official will jointly consider these requests submitted more than 30 days in advance of the starting date.

OTHER ITEMS UNDER LEAVE PROGRAM

- Carriers who become ill while on vacation during the choice period shall be permitted to convert their leave to sick leave.
- Carriers may opt to turn back choice leave in any increments they choose provided there is no danger of exceeding leave carry over limits or risks of losing leave at the end of the year.
- Exchanging of leave will not be permitted.
- Any carrier transferring from one station to another shall be granted his/her leave as previously scheduled.
- Carriers on leave or non-scheduled days or holidays in conjunction with leave shall be the last employee called in for emergencies.
- Military leave will not be counted as a carrier's selection of choice leave, nor will it be counted against the total number of people off during choice vacation period.
- Carriers on FMLA leave will not count as a carrier's selection of choice leave, nor will it be counted against the total number of people off during choice vacation period.
- Management will post the leave calendar immediately upon its completion.

ITEM 5

DURATION OF CHOICE VACATION PERIOD

- The choice vacation period shall be from January 1st — December 31st.

ITEM 6

BEGINNING DAY

- Letter carriers will start their choice vacation leave on Monday and return to work on the Monday following their choice vacation unless it is a non-schedule day or holiday. In that event they will return on Tuesday at the end of their choice vacation.

ITEM 7

CHOICE VACATION OPTIONS

- Carriers who earn 13 days of leave shall be granted up to 13 days of choice vacation leave. First pick is up to 10 days and second pick is up to the remaining earned leave. This leave may be taken in 2 units of 5 days, or 1 unit of 10 days.
- Carriers who earn 20 or 26 days of leave shall be granted up to 20 or 26 days of choice vacation leave. This leave may be taken as 3 units of 5 days, 1 unit of 5 days and 1 unit of 10 days, or 1 unit of 15 days. First choice is up to 15 days and second choice is up to the remaining leave earned.
- The number of days taken during the choice vacation period shall not exceed the carrier's leave earning capacity and shall be at the option of the carrier.

ITEM 8

JURY DUTY AND CONVENTIONS

- Military leave and jury duty will not count against the number of people off during choice vacation period.
- Annual leave to attend union conventions will be counted against the total number of people off during choice vacation period. Management shall black out weeks designated for State and National Conventions. Management shall also black out the week for Regional KIM Training. In the event that no Union official from the office is schedule to attend these events, those weeks will be made available for choice vacation selections and carriers may choose these weeks.

ITEM 9

NUMBER OFF DURING CHOICE VACATION PERIOD

- A total of three (3) letter carriers will be permitted off in any given week from January 1st – December 31st.

ITEM 10

NOTICE OF APPROVED VACATION

- PS Forms 3971 properly submitted for leave shall be returned to the employees within 3 work days of submission. If the PS Form 3971 has not been returned within 3 working days, the request will be automatically approved. Disapproved PS Forms 3971 will be disapproved pending" until time of the scheduled posting. All days except Sunday and holidays are considered work days.

ITEM 11

NOTICE OF NEW LEAVE YEAR

- Management will notify all members of the letter carrier craft by November 1st each year of the beginning date of the new leave year.

ITEM 12

PROCEDURES FOR INCIDENTAL LEAVE SUBMISSIONS

- See ITEM # 4 - Incidental Leave

ITEM 13

HOLIDAY SCHEDULE

- All full-time or part-time employees that volunteer to work their non-scheduled day or holiday or designated holiday by seniority.
- City Carrier Assistants to the maximum extent possible even if the payment of overtime is required
- All part-time flexible employees to the maximum extent possible, even if the payment of overtime is required.

- All full-time or part-time regular employees who do not volunteer to work their nonscheduled day by inverse seniority.
- Full-time or part-time regular employees who do not volunteer to work their holiday or designated holiday by inverse seniority.

ITEM 14

OVERTIME DESIRED LIST

- The Murray Post Office city Carriers shall be known as 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 Murray Post Office shall be considered on the merit by local management in consultation with local 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 work is available. These hours may or may not be within the carrier's normal 8-hour work schedule. Therefore, out of schedule premium will 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 work force to provide light duty assignments.

ITEM 17

IDENTIFICATIONS OF ASSIGNMENTS

- Assignments will be any work within the carrier craft that meet the injured carrier's medical restrictions, without being a detriment to regular assignments, will be afforded.

ITEM 18

ARTICLE 12 PROVISIONS

- The entire installation shall be considered a section for purposes of Article 12.

ITEM 19

PARKING SPACES

- City Carriers will park on the West side of the property against the boundary line fence. These spaces are first come first serve basis.

ITEM 20

UNION LEAVE REQUESTED PRIOR TO CHOICE SCHEDULING

- Annual leave to attend Union activities requested prior to choice will not be counted towards the total number of carriers off and blackened out on the schedule.

ITEMS 21 & 22

LOCAL ITEMS FOR NEGOTIATION

A. Bidding Process

- 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 a period of 7 days. A copy of such notice shall be provided to the local Union. In addition, employees who are

absent for reasons of leave, temporary assignment, or training who request in writing, shall be mailed a copy of any postings for vacancies. Employees requesting postings mailed to them are responsible for providing a correct mailing address.

A2. Alternate Expedited Bid Process

- When assignments are up for bid, Management shall notify the local Union to such assignments. Local Union will meet and begin the bidding process by proceeding from top to bottom of the seniority roster until assignments are filled. Only the winner of the bidding assignment procedure shall fill out a PS Form 1717 and return to the Supervisor. The Local Union will provide Management with a list of successful bidders and the assignments they have bid to, for confirmation of a successful bidding meeting. This bid meeting shall take place at the conclusion of the 7th day that the assignment has been posted.
- All carriers will be notified of date and time of such meetings.
- This alternate expedited bidding process shall be implemented only with the approval of local branch 2156 officers.
- Bids will be opened in the presence of a Local Branch 2156 Official.
- If a duty assignment is abolished regardless of reason; all assignments junior to the affect carrier's assignment shall be posted for bid, according to the posting and bidding requirements outlined in this LMOU.

B. OTHER ITEMS

- If a carrier's assignment changes by 25 % or more, including addition of deliveries or the reduction of deliveries or both, all bid assignments junior to him/ her shall be posted per Article 41.3.0. This is only done at the affected carrier's discretion.
- Letter carrier's assignments shall be posted when there is a change of more than 1 hour in starting times. Only the affected assignments shall be posted.
- A Full-time regular letter carrier called into work on a non-scheduled day shall work his/her bid assignment provided there is a vacant assignment in the swing group that the T-6 can be assigned to. Otherwise, the carrier called in will be utilized as needed by Management.