

Article 30 – Local Memorandum of Understanding Derby, KS Installation

ITEM 1 - WASH-UP PERIODS

It is acknowledged by the parties that city letter carriers at the Derby, KS Post Office perform dirty work in the office and on the street. The installation head shall grant reasonable wash-up time to those employees who perform dirty work or work with toxic materials.

ITEM 2 – THE ESTABLISHMENT OF A REGULAR WORK WEEK OF FIVE DAYS WITH EITHER FIXED OR ROTATING DAYS OFF:

One trip routes work week shall be rotating work cycle, advancing one day each week.

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.

Letter carriers will not be required to continue their duty assignment during unsafe weather conditions when local government officials direct the public to remain off the streets. The carrier will continue their duty assignment when the emergency has ended if within their tour of duty. It is agreed that all employees shall make every effort to report for duty as scheduled. When local emergencies occur that bring about the closing of businesses and other local industries and transportation is curtailed, the Installation Head will determine whether conditions are such that postal operations should be curtailed or terminated, considering the welfare of the postal employees, service needs, and local conditions. Notification by local government officials for the public to remain off the street shall constitute a legitimate reason for absence.

ITEM 4: FORMULATION OF LOCAL LEAVE

- A. Annual leave selection shall be by installation wide seniority on an installation wide basis.
- B. Initial selection for the choice/non-choice period will begin on Monday nearest November 15th. Second round of full-week bidding will begin on 2nd Monday of December for seven (7) days.
- C. Employees will complete the leave form (Form 3971) in duplicate and return it to the unit supervisor. If the employee so desires, he/she may retain a second copy.
- D. If the employee fails to submit the completed leave form within 7 calendar days, he/she will be passed over and will be granted leave periods available when the leave form is received and all other forms are completed installation wide.
- E. An employee who is on leave and/or scheduled day off, must submit his/her annual leave choice(s) prior to going on leave or scheduled day off. Leave may be submitted via email to management.

- F. The mutual exchange of leave periods will not be permitted.
- G. Scheduled annual leave periods may not be cancelled by the employee unless the request to cancel is received in writing one week prior to the first day of the scheduled leave period.
- H. Cancelled leave periods must be for the duration of the approved leave.
- I. All leave periods which become available through cancellation at least 14 days prior to the first day of scheduled leave, shall be made available to carriers in order of seniority.
- J. After Choice/non-choice leave is awarded under Item 4.B., additional incidental and full week leave requests may be granted on a first come, first served basis on the first day of the calendar year. Seniority will be the deciding factor for any ties.
- K. A Letter Carrier will use Form 3971, submitted in triplicate, to apply for annual leave selections after the original choice/non-choice leave selection. The supervisor will sign the Form 3971 showing receipt of the request. The employee will specify the calendar week. The supervisor shall notify the carrier of any action taken within three (3) days (excluding Sunday/holiday). If no action by management in this time frame, the leave is automatically approved. Automatic approval will only be granted if employee can provide their copy of the Form 3971, signed as received by their supervisor more than 3 (three) days prior. Date of receipt counts as day zero.
- L. Outside of the first and second pass of leave selection a form 3971 must be submitted by noon Tuesday prior to the week for which the leave is requested. Leave requested after Tuesday will be at management's discretion, consistent with the needs of the service.
- M. Approved military leave will count toward leave quota.
- N. PTF/CCA will be allowed to bid on full week periods as long as they have 40 hours at the time the leave is taken.
- O. Review Board: Derby, KS shall establish an Annual Leave Review Board to mediate all disapproved leave requests which are brought before the board. The board shall consist of the Station Manager and NALC Steward or their respective designees.
 - 1. The board shall convene to address the following situations.
 - A. Denied annual leave requests when an appeal is made by the employee whose leave was denied.
 - B. When an employee requests to cancel leave with less than ten days notice.
 - 2. The board shall rule by consensus.
 - 3. The board shall consider the following when making their decision:
 - A. Compliance with annual leave guidelines.
 - B. Workload at the station.
 - C. Help available from other stations.
 - D. Particular attention to the reasons for the employee's annual leave request, especially "once in a lifetime" situations.
 - E. Documentation provided by the employee.
 - F. The review board will meet expeditiously.

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

The choice leave period shall be from Monday nearest May 1st through the Saturday nearest September 30th, and Monday nearest November 1st through the Saturday nearest December 1st.

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

The beginning day of the employee's vacation period shall be Monday.

ITEM 7: WHETHER EMPLOYEES AT THEIR OPTION MAY REQUEST TWO SELECTIONS DURING THE CHOICE VACATION PERIOD, IN UNITS OF EITHER 5 OR 10 DAYS.

Employees at their option shall be granted up to two (2) selections in two units of five (5) or one five and one of ten (10) consecutive working days. The total should not to exceed the limitations of the National Agreement.

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

Jury Duty and attendance at State and National Conventions shall not be charged to the maximum leave allowable to an employee during the choice period.

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

(Item currently at Impasse. 2019 language is currently being used)

Two Employees shall be allowed off during the choice period. Two employees shall be allowed off during the non choice period.

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

One copy of the completed leave form (3971) will be returned to the employee indicating the approved leave period(s) when submitted in duplicate. This constitutes official written notice to the employee.

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

Employees shall be notified by posting, no later than November 1st, when the new year begins and ends and the date leave selections will commence.

ITEM 13 - METHOD OF SELECTING EMPLOYEES TO WORK A HOLIDAY

The following method will be used to select those qualified employees needed to work the holiday or day designated as the holiday:

1. Part-time flexible employees
2. Full-time and part-time regulars who volunteer to work on their holiday or day designated as their holiday by seniority.
3. CCAs
4. Full-time and part-time regulars who volunteer to work on their non-scheduled day by seniority.
5. Full-time and part-time regulars who did not volunteer to work their holiday or day designated as their holiday by juniority.
6. Full-time and part-time regulars who did not volunteer to work their non-scheduled day by juniority.

If, after the posting period, a need develops for additional or replacement employees, employees shall be selected according to the above order.

Employees who have approved annual leave for at least 8 hours the day preceding or the day following a holiday or day designated holiday will be excused from the pecking order.

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

Overtime desired lists shall be established by tour.

ITEM 15, 16, 17 – LIGHT DUTY ASSIGNMENTS

Within the letter carrier craft, light duty assignments shall include, but not be limited to the following:

1. Labeling cases, and preparing Form 313
2. Collections
3. Performing service on auxiliary mounted routes
4. Normal carrier duties
5. Casing and all other office work available.

All of the above duties which the ill or injured employee may be able to perform.

When it is not possible to assign ill or injured letter carriers to a light duty assignment within the letter carrier craft, in accordance with Article 13 of the National Agreement, the Installation Head or his/her designee shall discuss the matter with a representative of the craft prior to effecting a permanent reassignment outside the craft.

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 the purpose of reassignment of employees excess to the needs of a section, sections shall be defined as the installation.

ITEM 19: THE ASSIGNMENT OF EMPLOYEE PARKING SPACES:

Parking spaces, excess to the needs of the Postal Service, will be made available for craft employees 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.

In order for elected delegates to attend the State and National Conventions, the following will apply: Leave periods will be reserved for 100% of the number of State Convention delegates and 100% of the number of National Convention delegates, subject to notification by the organization of the number of elected delegates prior to the beginning of the leave selection period

ITEM 21 –OTHER ITEMS FROM CRAFT ARTICLES

A. “When a letter carrier route or full-time duty assignment, other than the letter carrier route(s) or full-time duty assignment(s) of the junior employee(s), is abolished at a delivery unit as a result of, but not limited to, route adjustments, highway, housing projects, all routes and full-time duty assignments at that unit held by letter carriers who are junior to the carrier(s) whose route(s) or full-time duty assignment(s) was abolished shall be posted for bid in accordance with the posting procedures in this Article.”

B. When a regular carrier comes in on their non-scheduled day, the T-6 may be bumped to a route on their string. If no route is available on their string the T-6 may opt to carry another assignment off of their string at their discretion.

This Memorandum of Understanding is entered into June 30th, 2025 for the Derby, Kansas Installation between the representatives of the United States Postal Service, and the designated agent of the National Association of Letter Carriers, pursuant to the Local Implementation Article of the 2023 National Agreement. This Memorandum constitutes the entire agreement on matters relating to local conditions of employment.

For the United States Postal Service

For the NALC Branch 201

Vivien Propst
Vivien Propst, Postmaster

Dustin Saville, President