FRANKFORT





KENTUCKY

2019-2023
MEMORANDUM OF UNDERSTANDING

Memorandum of Understanding

This Memorandum of Understanding made and entered into on June 10, 2021 at Frankfort, Kentucky by and between authorized Management representatives of the United States Postal Service, hereinafter the Employer, and Branch 361, National Association of Letter Carriers, AFL- CIO, hereinafter the Union, pursuant to the local implementation terms of the 2019-2023 National Agreement.

Presently effective local memoranda of understanding not inconsistent or in conflict with the 2019-2023 National Agreement shall remain in effect during the terms of this Agreement, unless changed by mutual agreement pursuant to the local implementation procedures.

- PAGE (03) ITEM 1. Additional or longer wash-up periods.
- PAGE (03) ITEM 2. Fixed or Rotating Days Off.
- PAGE (03) ITEM 3. Curtailment or termination of Postal Operations.
- PAGE (03) ITEM 4. Formulation of local leave program.
- PAGE (05) ITEM 5. Duration of the Choice Vacation period(s).
- PAGE (05) ITEM 6. The determination of the beginning day of vacation period.
- PAGE (05) ITEM 7. Whether two selections can be made during the choice vacation period.
- PAGE (05) ITEM 8. Whether jury duty and attendance at National or State Conventions shall be charged to the choice vacation period.
- PAGE (06) ITEM 9. Maximum number of employees off during the choice vacation period.
- PAGE (06) ITEM 10. Official notices of vacation schedule approved for such employee.
- PAGE (06) ITEM 11. Date and means of notifying the beginning of the new leave year.
- PAGE (06) ITEM 12. Applications for annual leave during other than the choice vacation period.
- PAGE (07) ITEM 13. The method of selecting employees to work on a holiday.
- PAGE (07) ITEM 14. Whether "Overtime Desired" lists in Article 8 shall be by section and/or tour
- PAGE (09) ITEM 15. The number of light duty assignments.
- PAGE (09) ITEM 16. The method to be used in reserving light duty assignments.
- PAGE (10) ITEM 17. The identification of assignments that are to be considered light duty.
- PAGE (10) ITEM 18. The identification of assignments comprising a section.
- PAGE (10) ITEM 19. The assignment of employee parking spaces.
- PAGE (10) ITEM 20. Annual leave to attend Union activities.
- PAGE (10) ITEM 21. Other items as provided in the craft provisions of this Agreement.
- PAGE (11) ITEM 22. Local implementation relating to seniority, reassignments and posting.

FRANKFORT LMOU 2019-2023

ITEM 1: City letter carriers shall be granted reasonable wash up time commensurate with the duties they have performed on a given day.

<u>ITEM 2:</u> Regular letter carriers shall have rotating days off. Exceptions to rotating days off may include parcel post routes, special carrier positions, or other carrier positions, and the non-scheduled day of these assignments will be negotiated prior to posting of the bid position.

<u>ITEM 3:</u> Postal operations will not be curtailed or terminated at the Post office unless the Postmaster determines that conditions so warrant. Reasonable considerations shall be given to overall conditions, including, but not limited to:

The safety and health of employees
Civil Disorders
Acts of God
Hazardous Weather Conditions
Advice and policies of local authorities.
Wholesale closing of businesses and other offices.
Curtailment or termination of public transportation.

Management shall attempt to notify the Union when a decision is reached concerning the curtailment or termination of Postal operations. The Union may request consultation with the Postmaster concerning the curtailment of operations. Management shall notify the employees at the earliest possible time of curtailment or termination of Postal operations. Such notification will be made by utilizing all available means of communication including public media.

ITEM 4:

- **(A) ILL DURING VACATION**: Carriers who become ill and transfer their prime/choice annual leave to sick leave or LWOP, shall be allowed to make an additional prime/choice leave selection from available weeks. If no prime week is available, the employee will submit three proposed weeks to local management, and the employee will be granted one of the three choices at management's discretion.
- (B) REPOSTING OF CANCELLED LEAVE (PRIME): All prime-time leave must be taken as an entire week increment, and thus must be cancelled as an entire week increment. Cancellation of prime leave must be made 8:00a.m. on Tuesday of the week that the schedule is posted reflecting the leave. When a week of prime leave is cancelled by 8: a.m. Tuesday, it shall be posted for bid by seniority for a reasonable period of time, agreed to between the certified zone steward and the zone supervisor. Carriers shall not be allowed to work the NS Day of a prime leave week. If a carrier has selected a week of prime leave during the initial selection period in January/February, and such submission for leave is not approved due to carrier complement, that carrier may choose to use one of their two initial prime selections to 'line up' for that week in order of seniority. If a carrier desires to cancel a week of prime leave after the aforementioned deadline, the cancellation may only be approved by mutual consent of the certified zone steward (or President's designee) and the zone supervisor (or Postmaster's designee). The mutual decision to allow or disallow the cancellation will be based on the needs of the Service, the timeliness of the request, and the ability to offer such leave to other employees. If the parties are unable to mutually agree to allow the cancellation, then the leave must be taken as initially scheduled. Carriers who are 'lined up' in the leave book (by using a prime leave selection) for prime/choice annual leave shall be slotted into the complement, should a cancellation occur. Carriers who are 'lined up' in the leave book for casual annual leave shall not be slotted into cancelled prime leave vacations unless the reposting for

the cancelled prime week receives no successful bidder, and unless they are next in line, having requested the entire week. Management shall grant up to the number of slots locked into the calendar during the Prime selection period for reposting, providing such requests are made prior to the posting of the weekly schedule.

(C) REPOSTING OF CANCELLED LEAVE (CASUAL): Cancellations of casual annual leave shall be granted if such request is received no later than 9:00a.m. two days prior to the day that such leave has been requested. Casual annual leave that has been approved and scheduled in conjunction with a non-scheduled day or holiday must be cancelled no later than 4p.m. on Monday of the week that the schedule reflecting the leave is posted. However, if an employee would not have been scheduled for a holiday (or NS day) pursuant to Article 11 of the National Agreement, and a cancellation request is made after the holiday schedule is posted, such request shall be considered on a case-by-case basis, based on the needs of the service, the timeliness of the request, and the ability to offer such leave to other employees. Cancellation requests that occur after the specified deadline shall only be granted by mutual agreement between the certified zone steward (or President's designee) and the zone supervisor (or Postmaster's designee). Also, casual leave in conjunction with a non-schedule day unaffected by a holiday, shall be considered for cancellation (later than 9:00a.m. two days prior) only if the employee would otherwise not be scheduled to work the NS Day, pursuant to Article 8 of the National Agreement.

Local Management shall be responsible for notifying all carriers of schedule changes due to cancellations, including the granting of leave to an employee who has 'moved up' into the complement. This notification shall take place as soon as possible after any cancellation is approved. Management shall grant up to the number of slots locked into the calendar during the Prime/Casual selection period, providing such requests are made prior to the posting of the weekly schedule. Letter Carriers shall use PS Form 3971 for all leave requests and cancellation requests and will be furnished a copy upon request.

- **(D) EXCHANGING OF LEAVE**: There shall be no exchanging of leave unless all carriers with seniority falling between the carriers exchanging leave have had an opportunity to participate in the exchange.
- **(E) TRANSFERRING WITH LEAVE:** Carriers shall be allowed to retain all previously approved leave upon leaving a section to work in another section. The carriers' leave will be counted against the complement in the section where it will be taken, and will be granted even if the complement has been previously satisfied.
- **(F) VACATION CALL IN**: No carrier will be called in or allowed to work while on prime/choice leave, except in an extreme emergency. Non-scheduled days in conjunction with annual leave shall be part of the leave period. For casual leave, no carrier will be mandated to work on non-scheduled days in conjunction with annual leave.
- **(G) MILITARY LEAVE:** Military leave will not count as part of a carriers' selections for the prime/choice period, nor will it count against the Branch's quota for the prime/choice period. Orders for monthly drills must be submitted prior to January 1st. Orders for annual training must be submitted within 5 days of the date of receipt of orders. Additional military training requests should be pre-approved as per military instructions.
- **(H) POSTING OF SCHEDULE:** The upcoming leave calendar shall be posted in each carrier work section by February 5th immediately preceding each leave year.
- (I) DATE OF NOTIFICATION: Management shall notify all carriers by January 1st, of the beginning and ending dates of the prime time leave selection period.
- **(J) METHOD FOR MAKING SELECTION**: No later than January 15th, all carriers shall submit leave Frankfort Local 2019-2023

request Form 1547 to their steward, indicating their selections for prime/choice annual leave. The certified zone steward (or President's designee) and the zone supervisor (or Postmaster's designee) shall choose a date between January 15th and February 1st whereby the zone steward will be relieved of his letter carrier duties and be detailed to recording and approving the zone's prime annual leave selections. Letter carriers in each zone shall be notified as soon as possible of the date chosen for leave recording. On the date that the steward is detailed to recording and approving leave, the carriers in each zone shall be allowed to review their request with the steward, ascertain available weeks when their turn in the seniority rotation is reached, and make any final adjustments to their original submission of prime annual leave selections. The steward shall be responsible for recording all prime/choice leave selections into an annual leave book, as well as a calendar to be posted in the zone. Letter carriers shall receive notification of their approved prime leave, in writing, no later than February 1st of each year.

(K) NOTICE OF ROUTE INSPECTIONS: Should route inspections be scheduled during an approved leave period, each carrier affected by the inspection week may choose to cancel their previously approved leave, and if they do so, they shall be granted another leave period equal to that cancelled to accommodate the inspection. Each carrier making an alternate selection of leave due to route inspections, shall be granted a week of their choice providing they do not exceed the 5-carrier max complement. A carrier may submit for a replacement week whereby he/she would be in excess of the complement, but must provide management with three choices and management shall award one of the weeks at their discretion, without exception. Only a week or weeks affected by the scheduling of route inspections qualify for the alternate selections.

<u>ITEM 5:</u> The prime/choice leave vacation period shall begin on the fourth Monday in March each year and continue for the subsequent 52 weeks.

On or before August 15th, all carriers having annual leave that must be used or forfeited by year's end, shall schedule such leave as it is available for the rest of the calendar year. If a carrier fails to schedule annual leave that is subject to forfeiture by August 15th, only dates approved by management based on the needs of the Service will be granted.

<u>ITEM 6:</u> The first day of a letter carrier's vacation period shall be Monday, and the week of prime/choice leave shall be Monday through Sunday.

<u>ITEM 7:</u> Management shall grant up to 5-carrier craft annual leave each week during the prime/choice leave selection period, all career carriers shall be allowed to select one block of continuous leave consisting of five, ten, or fifteen days OR carriers may choose to make two separate selections of either one five days and one ten days, or two five-day blocks. City Carrier Assistants will be awarded one block of forty hours (40), covering the Monday through Saturday slot as described in Item 6 based on relative standing. Every effort will be made to allow CCA employees to be NS on the Sunday following a prime leave block. Only one (1) CCA must be granted off during each week.

ITEM 8:

- **(A) JURY DUTY:** Jury Duty will not be considered a part of the quota of carriers off during the choice vacation. Court duty under court mandate will not be a part of the choice vacation period. Letter carriers on jury duty during the choice vacation period shall be eligible for another available period from the remaining unclaimed choice periods. If there are no unclaimed periods available, the employee will submit a list of three choices of which management will award one of the three.
- **(B) UNION LEAVE**: The Union shall notify the Employer in writing, of the dates and names of the official delegates to attend a National or State convention, no later than January 10th, prior to the beginning of the leave year. Failure by the Union to give this notification will cause convention leave requests to be Frankfort Local 2019-2023

considered as casual annual leave and may be granted, consistent with the needs of the Service. Carriers who are delegates to National or State conventions shall use their seniority during the prime/choice vacation selection period. If their seniority does not allow a prime/choice selection due to the complement being satisfied when it is their turn in the rotation, that delegate shall be granted the convention week as approved leave, over and above the complement.

For training seminars or any other State or National meeting not scheduled in advance, additional Union designees shall be granted annual leave upon the request of the Branch President, providing such requests do not exceed 6 carriers on annual leave. Management shall make a reasonable effort to accommodate any/all requests for leave to attend Union functions, over and above the aforementioned complement percentages, at the President's request.

<u>ITEM 9:</u> For prime/choice annual leave purposes, up to 5 of the letter carrier craft employees shall be approved for leave each week during the prime leave period (52 weeks), and up to 3 during the First-Come-First-Choice period (52 weeks minus the weeks of Prime and Prime/Casual were the number exceeded 3 then the number for those weeks will be the number of slots locked in during Prime and Prime/Casual selection periods.).

The certified steward (or President's designee) shall be responsible for recording and approving both casual and annual leave in the leave book, and on a calendar in each zone, prior to March 16th. Any requests for approved LWOP shall not be considered part of the leave selection process.

<u>ITEM 10:</u> All annual leave approved during the prime/choice vacation selection period must be accompanied by PS Form 3971, filled out completely, in duplicate, and signed by the zone steward or the zone supervisor. Forms 3971 shall be returned to letter carrier craft employees within five days of their approval. All approved leave is contingent upon the carrier having a sufficient leave balance when the leave is taken.

<u>ITEM 11:</u> The employer shall, no later than November 1st, publicize on bulletin boards and by other appropriate means, the beginning date of the new leave year, which shall begin with the first day of the first full pay period of the calendar year.

<u>ITEM 12:</u> All letter carriers shall be allowed to submit for casual annual leave for the remainder of the leave year and have it granted by seniority or relative standing, providing they submit Form 3971 to their zone steward no later than March 1st. Each letter carrier will be allowed to submit for casual annual leave (by seniority) by Match 1st, however they may only be entered into the leave book (whether within complement or not) for the appropriate number of hours that does not exceed their yearly allotment.

Example: A letter carrier who is granted 208 hours per year, and chooses 120 of prime leave, has a balance of 88 hours that he may apply for during this casual leave, by seniority, selection period. The zone steward and zone supervisor shall be responsible for verifying the leave category for each carrier (208, 160, or 104 hours per year).

During the casual leave selection period, carriers may submit for leave in increments of eight hours. No requests for less than eight hours (partial days) will be considered. For casual annual leave, there shall be up to 5 of letter carrier craft employees approved for annual leave, in conjunction with the guarantee provided for in Article 30, Item 9 of this LMOU, providing such leave is applied for at least one day in advance of the weekly schedule being posted. All requests for casual leave shall be entered into the leave book, providing the request does not exceed a carrier's yearly allotment, even if the weekly or daily complement has already been satisfied, and such requests shall be given priority when cancellations occur, in accordance with Item 4.2 of this LMOU.

The certified zone steward (or President's designee) and the zone supervisor shall choose a date between March 2nd and March 15th whereby the zone steward shall be relieved of his letter carrier duties and detailed to recording and approving casual leave selections by seniority. There shall be up to 3 of the carrier craft complement allowed leave during the First-Come-First-Serve period. All leave applied for after March 1st, shall be on a <u>First-Come-First-Served</u> basis and shall be recorded with the appropriate time of receipt and date by the zone supervisor, and will only be considered after the completion of the casual leave by seniority selection period. After both the prime and casual leave selection periods (March 16), carriers will not be restricted to the number of hours that may be scheduled in the leave book, however all excess leave shall be subject to the cancellation provisions in ITEM 4.2 of this LMOU. All leave provisions of this agreement shall be in effect through the 2023 leave year.

ITEM 13: The method of selecting employees to work on a holiday.

- 1) PTF's
- 2) Full-time volunteers by seniority who will be working their designated holiday.
- 3) CCA's
- 4) Full-time volunteers by seniority who will be working their non-scheduled day.
- 5) Non-volunteers who will be working their non-scheduled day by inverse seniority.
- 6) Non-volunteers who will be working their holiday by inverse seniority.
- 7) The carrier who works a non-scheduled day pursuant to Article 11 holiday scheduling shall work where needed at management's discretion in the event that their daily bid assignment is occupied by another full-time carrier working their holiday.

ITEM 14:

INSTALLATION: Frankfort, Kentucky Post Office

Overtime Desired Lists shall pertain to each separate carrier craft Section.

For purposes of tracking overtime for equalization pursuant to Article 8 of the National Agreement, all overtime hours worked by ODL carriers shall be counted toward the list, including hours worked by an ODL carrier on his own bid assignment, on a regularly scheduled day. For those carriers on the ODL, overtime will be counted hour for hour.

Overtime selection shall be in the following order:

- 1) Work Assignment employees utilized to 10 hours (own route, regularly scheduled day)
- ODL employees utilized to 10 hours excluding those who may be granted a 'pass'.
- 3) Mandate ODL employees who have requested a 'pass' that must be denied due to operational needs.
- 4) Solicit non-ODL employees to work up to 10 hours on their own assignment.
- 5) Mandate non-ODL employees to work up to 10 hours on their own assignment.
- 6) Utilize Work Assignment employees up to 12 hours on their own assignment.
- 7) Utilize ODL employees up to 12 hours.
- 8) Solicit non-ODL employees to volunteer up to 12 hours.
- 9) Mandate all remaining employees to work up to 10 hours off of their bid assignment, by juniority. When mandating by juniority during a given quarter, a list shall be kept to rotate mandated employees from junior to senior each time the list is utilized. The non-ODL mandate list shall return to the normal junior- senior pecking order at the start of each quarter. Please note: when this method is necessary, the mandated employee(s) shall rotate to the top of the list. The zone supervisor and zone steward shall keep an updated rotation list that shall be effective for each quarter, and return to normal seniority/juniority at the start of each quarter.

The Overtime List shall be maintained as follows:

Weekly during the quarter, the zone supervisor and the certified zone steward will review and update the Overtime Desired List to ensure compliance with ODL requirements. Letter Carriers who are on the Overtime Desired List shall be allowed to indicate a preference to be 'passed over' for overtime consideration on a regularly scheduled workday by verbally informing their immediate Supervisor no later than 8:00 a.m. Also, the employee shall indicate their desire to 'pass' on overtime by signing the daily schedule/worksheet with the letter "P" next to their name. Carriers must place this designation on the daily schedule/worksheet no later than 8:00a.m. on the day that they desire to 'pass' on overtime. If delivery and overtime requirements make it possible, those carriers indicating a desire to 'pass', shall be excused from overtime on that day. In the event that more than one ODL carrier should indicate a desire to 'pass', and it is necessary for management to utilize one or more carriers for overtime, management shall deny or "override" a 'pass' based on seniority. Management shall compile a list of carriers who have 'passed', and mandate those employees starting with the junior employee and working up to the most senior, on each day that this method is necessary. The juniority list for passing will not rotate, and a new list will be compiled each day, as necessary, Management shall make every reasonable effort to honor a request for an eight hour 'pass' on a carriers' non-scheduled day, however if the ODL carrier cannot be replaced, the carrier shall work pursuant to Article 8 of the National Agreement.

When an Overtime Desired List carrier has requested a 'pass', and it is approved, the appropriate number of hours (either two for a regularly scheduled workday or eight for a non-scheduled day) shall be added to the overtime list on the day of the pass, the same as if the carrier actually worked the overtime. If the addition of the 'pass' would create a new top person on the ODL, that addition of overtime shall be held in abeyance until such time that the addition can be made without the charged hours creating a new top ODL employee. The zone Supervisor and certified zone steward shall be responsible for tracking the accumulation of passes along with the proper additions to the ODL. Passes that are held in abeyance will count toward the quarterly maximum.

Letter carriers shall be allowed a maximum of 3 (three) passes per quarter. Each approved 'pass' shall count as one incident, regardless of whether it is used for two hours on a regularly scheduled workday, or eight hours on a non-scheduled day. When an ODL carrier has reached the quarterly maximum of three passes, they shall be scheduled for overtime and shall work overtime in accordance with Article 8 of the National Agreement. No carrier shall be allowed to exceed 3 passes per quarter, and thus, every carrier on the ODL at the end of the quarter shall be eligible for makeup hours. No carrier will 'carry over' unused passes, and each quarter shall begin with all ODL employees having a maximum of three passes.

Employees who are unavailable for overtime due to Union activities (detailed by Branch President or other NALC entity) or due to being detailed by Postal management (204-B or other detail0, shall have a "D" placed on the daily schedule/worksheet on the day of the detail. Employees who exceed 5 (five) details in a quarter, shall not be considered for makeup hours at the end of the quarter. If an employee is detailed in excess of five times in a quarter, management will consider them for overtime when they are available, in compliance with other provisions of Article 8. Management shall not refrain from issuing overtime to employees who have in excess of five details in a quarter, solely because they are ineligible for makeup hours.

At the end of each quarter, The Overtime Desired List shall be totaled by the zone supervisor and certified steward. Any passes held in abeyance during the quarter, shall be added for the purposes of equalization, but no addition of a pass shall create a new 'top' employee on the ODL.

The ODL shall be considered equal if all employees on the list are within 10% of the top person. If an ODL employee has accumulated more than 15 days of unscheduled leave during a quarter (sick leave, light or limited duty, etc.), that employee will be separated from the list for equalization purposes, and a settlement shall be negotiated for that employee based on the circumstances of the absence, subject to Frankfort Local 2019-2023

the grievance procedure.

In the event of an unequal Overtime Desired List, the next quarter's ODL shall reflect the hours due each employee and no overtime shall be added to the new list (for the employee due makeup hours) until the employee's makeup hours have been satisfied. Also, when the bottom person is not within 10% of the top person at the end of a quarter, each and every hour, for each and every carrier not equal to the top person, shall be considered makeup hours.

(Example: If the second person on the list has one fewer hour than the top person, but the bottom person is not within 10% of the top person, then the second person begins the next quarter at minus one hour).

When totaling the ODL, all time shall be rounded to the nearest whole number (.0-.49< and .50-.99>). If an employee who begins a quarter in arrears is not made up the hours due, along with being made equal to the top person in the current quarter, then that person shall be paid all hours in arrears at the end of the makeup quarter, at the overtime rate.

Employees who are entitled to make up hours, but who choose not to remain on the ODL, shall not relinquish their entitlement to those hours. Rather, the makeup hours shall be worked until such time that the number of hours in arrears is satisfied.

One time during a quarter, ODL employees may remove their names from the Overtime Desired List and move to the 'Work Assignment" List. All hours accrued while on the ODL shall be considered for equalization purposes for the employees remaining on the list. If an employee opts to move of off the ODL at any time during the quarter, for any reason, they shall forfeit their contractual right to any make-up hours.

ITEM 15: REFER to ITEM 17

ITEM 16: REFER to ITEM 17

<u>ITEM 17:</u> Management shall make every reasonable effort to accommodate requests for light duty assignments based on the available work and the documented medical restrictions of the employee.

ITEM 18: Sections shall be defined in Item 14 of this agreement.

<u>ITEM 19:</u> All parking shall be on a first come-first served basis. Management shall make every reasonable effort to accommodate the need for adequate employee parking, including the utilization of vacant postal vehicle parking.

<u>ITEM 20:</u> Annual leave to attend Union activities requested prior to the determination of the choice vacation schedule, shall be part of the total choice vacation period, subject to the conditions of ITEM 8.

ITEM 21:

- **(A)** The Employer and the Union agree that the work Installation, as referred to in this Agreement, shall mean the Frankfort, Kentucky Post Office and all of its' work stations.
- **(B)** The Employer agrees to provide the Union a copy of notices of bids for route assignments and to successful bidders of all new and vacant positions. The Employer shall also provide the Union and each steward with copies of any change on the seniority list affecting the carrier craft. Bidding for vacant routes and established utility assignments shall be open to all full-time regular carriers of the installation, with Frankfort Local 2019-2023

seniority as the deciding factor. Bid forms and envelopes shall be provided adjacent to the bulletin board where posting is normally placed.

In the event of multiple posting of routes or assignments, a carrier may bid on more than one vacancy by indicating an order of preference for each bid assignment.

Letter carriers applying for a vacancy shall submit a bid, completed, and either sealed and in a bid box at each station, or by phone or computer bidding within the time specified by the posted notice.

Bids shall remain a confidential matter until posted.

When an absent carrier has so requested, in writing, stating his/her mailing address, a copy of any notice inviting bids shall be mailed to that employee.

Posting of vacant and/or new assignments shall be made on Friday of pay week. The posting shall remain posted until Monday, 4:00 PM, of the next pay week. Successful bidder shall be declared and residual or new vacancies shall be posted Friday of that same pay week. Vacancies that occur during odd weeks shall be posted on the first Friday of the first pay week that follows. Route vacancies requiring a contract vehicle shall so state, however, a bidder may not be disqualified because he/she does not desire such a contract.

A letter carrier may withdraw a bid at any time prior to the issuance of the official "NOTICE OF SUCCESSFUL BIDDER" by the Personnel Office, provided the request is in writing.

- **(C)** Each carrier shall perform 8 hours work on their daily bid assignment if sufficient, productive work is available.
- **(D)** CCA's or PTF's on a hold down assignment shall work the bid assignment of the regular that they are opting to replace. However, the assignment of a CCA or PTF on a hold down shall be considered 'vacant' for the purposes of bumping due to a full-time carrier working his/her non-scheduled day.
- **(E)** CC-2 carriers shall work the assignment of the normally scheduled rotation of routes on a swing unless they are bumped to an unoccupied or 'vacant' assignment. A vacant assignment on a swing is defined as any route occupied by a CCA or PTF, even if the CCA or PTF is on a hold down assignment.
- **(F)** CC-1 carriers working overtime on their non-scheduled day may displace the CC-2 carrier only if an unoccupied or vacant route exists on the swing, or if the CC-2 carrier volunteers to move off of the swing when no vacancy exists.
- **(G)** CC-2 carriers displaced by a CC-1 carrier shall move first to an unoccupied route on the swing, and secondly to the route occupied by a CCA or PTF on a hold down assignment. If more than one assignment is on a swing is occupied due to a hold down, the junior person on a hold down shall be displaced by the CC-2.
- **(H)** If no vacancy exists on a swing when either the CC-1 or CC-2 carrier is working their NS Day, then the carrier working the NS Day shall work where needed at management's discretion.
- (I) At no time shall a CCA or PTF on a hold down assignment, working the NS Day of the hold down assignment, displace or 'bump' a full-time carrier.
- **(J)** Article 41, Section 3.0 of the National Agreement shall be made a part of this Memorandum of Understanding. When a letter carrier route or a 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 Frankfort Local 2019-2023

- of, but not limited to, route adjustment, highways, housing projects, all routes and full-time duty assignments at that unit held by letter carriers that are junior to the carrier(s) whose route(s) or full-time duty assignment(s) was abolished shall be posted for bid. In the event of posting of routes as a result of this Article, only those employees permanently assigned to the affected unit may bid on the posted vacancies.
- **(K)** When there is a change of more than one hour in the starting time on a route during the life of this agreement, all affected routes in that work station shall be posted for bid, subject to the Union's request. When there is a change of more than 49% of the average of the number of deliveries and the delivery time on a route, that route shall be posted for bid. When there is a change of more than one route on a swing, that swing shall be posted for bid.
- **(L) LABOR MANAGEMENT MEETING:** A committee shall be formed between the Postmaster and the Branch President exclusively, to discuss matters of mutual concern.
- (M) HOLD DOWNS: All eligible employees shall be allowed access to the leave book to check on future hold down opportunities. The senior eligible employee requesting the hold down shall be placed on the assignment. The request from the employee for the hold down shall be in writing, submitted to the supervisor no later than 4:00 PM on Mondays. Letter carriers opting for hold down assignments shall work the hours and the duty assignment of that hold down for the duration of the vacancy. For absences that are not scheduled in the leave book which result in a hold down opportunity, management must notify all eligible carriers of that vacancy within 24 hours. This notice shall be by placement of a notification of the hold down vacancy in the "Carrier Bid Board." The vacancy shall be filled the second day following the vacancy notification to the employees.
- (N) Letter carriers on hold downs shall not be eligible, nor be allowed, to move except (1) to provide eight hours of regular-pay work for a full-time employee (in the case of a CCA or PTF having the hold down) when no other work or duties are available by which the regular employee may complete his/her eight-hour assignment or (2) subject to the terms of this agreement at Item 21(C) (D) (E) (F) (G) (H) and (I).

ITEM 22: REFER TO ITEM 18.

THIS MEMORANDUM OF UNDERSTANDING SHALL REMAIN IN FULL FORCE AND EFFECT UP TO AND INCLUDING 12:00 AM/MIDNIGHT, May 20, 2023.

IN WITNESS WHEREOF:

UNITED STATES POSTAL SERVICE FRANKFORT, KENTUCKY

NICKOLAS STONE, POSTMASTER

A Sone

NATIONAL ASSOCIATION OF LETTER CARRIERS, BRANCH 361 LEXINGTON, KENTUCKY

KENNETH J. BECRAFT, PRESIDENT

Kenneth Becraft Ken Becraft

Digitally signed by Ken Becraft Date: 2021.06.10 16:18:30 -04'00'



2019-2023 MEMORANDUM OF UNDERSTANDING