

LEXINGTON



KENTUCKY

2019-2023

MEMORANDUM OF UNDERSTANDING

Memorandum of Understanding

This Memorandum of Understanding made and entered into on June 11, 2021 at Lexington, 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 (04) ITEM 1. Additional or longer wash-up periods.
- PAGE (04) ITEM 2. Fixed or Rotating Days Off.
- PAGE (04) ITEM 3. Curtailment or termination of Postal Operations.
- PAGE (04) ITEM 4. Formulation of local leave program.
- PAGE (06) ITEM 5. Duration of the Choice Vacation period(s).
- PAGE (06) ITEM 6. The determination of the beginning day of vacation period.
- PAGE (06) ITEM 7. Whether two selections can be made during the choice vacation period.
- PAGE (07) ITEM 8. Whether jury duty and attendance at National or State Conventions shall be charged to the choice vacation period.
- PAGE (07) ITEM 9. Maximum number of employees off during the choice vacation period.
- PAGE (08) ITEM 10. Official notices of vacation schedule approved for such employee.
- PAGE (08) ITEM 11. Date and means of notifying the beginning of the new leave year.
- PAGE (08) ITEM 12. Applications for annual leave during other than the choice vacation period.
- PAGE (08) ITEM 13. The method of selecting employees to work on a holiday.
- PAGE (09) ITEM 14. Whether "Overtime Desired" lists in Article 8 shall be by section and/or tour.
- PAGE (11) ITEM 15. The number of light duty assignments.
- PAGE (11) ITEM 16. The method to be used in reserving light duty assignments.
- PAGE (11) ITEM 17. The identification of assignments that are to be considered light duty.
- PAGE (12) ITEM 18. The identification of assignments comprising a section.
- PAGE (12) ITEM 19. The assignment of employee parking spaces.
- PAGE (12) ITEM 20. Annual leave to attend Union activities.
- PAGE (12) ITEM 21. Other items as provided in the craft provisions of this Agreement.
- PAGE (16) ITEM 22. Local implementation relating to seniority, reassignments and posting.
- PAGE (17) Appendix A. ODL Tracking Worksheet
- PAGE (18) Appendix B. Hold Down Request Form

LEXINGTON LMOU 2019-2023

ITEM 1: City letter carriers shall be granted up to three minutes of wash up time daily.

ITEM 2:

- Full time regular letter carriers shall have rotating days off.
- Collection driver routes and/or Combination delivery routes shall have a fixed day off.
- Exceptions to rotating days off may include parcel post routes, special delivery positions, and other positions held by city letter carriers.
- Non-scheduled days for positions other than full time city letter carriers shall be negotiated prior to the positions being posted for bid.

ITEM 3: The Postmaster shall make the determination to curtail operations having considered all reasonable options based on, but not limited to, the following conditions:

- a. The safety and health of all employees.
- b. Civil Disorder.
- c. Acts of God.
- d. Hazardous Weather Conditions.
- e. Local policies/orders.
- f. Wholesale closing of businesses and other offices.
- g. Termination or suspension of public transportation.

Management shall make every reasonable attempt to notify the Union when a decision is reached concerning the curtailment of Postal operations. The Union may request to consult with the Postmaster regarding curtailment of operations.

ITEM 4: *Refer to Item 21 (M) Installation Detailed Leave Procedures: (page 14) of this document.*

(A) ILL DURING VACATION:

- Carriers who become ill during their prime/leave week(s) may transfer the leave to sick leave providing they have an adequate sick leave balance to cover the entire absence.
- Transfer of leave from annual to sick must be supported by medical documentation.
- Upon approval by management of sick leave, the employee may select a replacement week of prime annual leave from available weeks (weeks that have not yet reached the full complement).

(B) CANCELLATION OF LEAVE (PRIME:)

- All prime annual leave must be taken in full week increments; therefore, any cancellation of prime leave must also be in full week increments.
- All cancellations of previously approved prime annual leave shall be reposted for bid for a period of one week providing the cancellation allows for a full week posting.
- The posted week shall be awarded based on highest seniority ranking provided that the bidder has sufficient leave balance to take the entire week as posted.
- All prime leave must be canceled by 9 a.m. Monday of the week that the schedule is to be posted reflecting the leave.
- No employee may be allowed to work the NS Day portion of their prime annual week(s).
- If prime annual leave is not canceled by 9a.m. on Monday of the week that the schedule is to be posted, the carrier shall take the leave as scheduled and will not be allowed to cancel.
- Carriers must have the necessary annual leave hours to take previously approved leave; if the necessary balance is insufficient, the leave shall be cancelled.

(C) CANCELLATION OF LEAVE (CASUAL):

- Cancellations of casual annual leave shall be granted if such requests are received no later than 9a.m. two days prior to the day that the leave is to be taken.
- Casual annual leave that has been scheduled and approved in conjunction with a non-scheduled day or holiday must be canceled no later than 4 pm. Monday of the week that the schedule reflecting the leave is to be posted.
- Failure to cancel casual annual leave by the aforementioned deadlines shall result in the employee taking the leave as originally scheduled.

(D) EXCHANGING OF LEAVE: There shall be no exchanging of leave.

(E) TRANSFERRING WITH LEAVE:

- Upon transfer to a new section, all previously approved prime and casual annual leave shall be retained in the new section even if the 13% complement has been satisfied.
- If it is necessary to honor previously approved leave for a transferring employee that exceeds the 13% complement in the receiving section, then the losing section shall not be required to refill that previously approved week and it shall not be available for annual leave.
('Previously approved' shall be defined as all prime and casual that has been properly submitted and properly approved prior to the opening date of the bid that created the transfer.)
- A PTF OR CCA converted to full time and assigned to a residual vacancy in a different section, shall be allowed to transfer their schedule leave pursuant to the aforementioned provisions of this section of the LMOU (Item 4, E).

(F) VACATION CALL IN:

- No carrier shall be called in or allowed to work while on prime or casual leave, except in emergency situations.
- Non-scheduled days shall be part of a carriers' leave period and therefore carriers will not be mandated to work on those non-scheduled days.

(G) MILITARY LEAVE:

- Military leave shall not count toward the zone complement for prime and casual annual leave, nor will it count against the carrier's allotted number of prime/casual choices.
- Orders for annual training must be submitted within 5 days of the date on which the orders were received by the employee.
- Orders for monthly drills must be submitted prior to January 1st.
- 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 2nd of the beginning and ending dates of the prime time leave selection period.

(J) METHOD FOR MAKING SELECTION:

- All letter carriers shall submit requests for prime annual leave to their immediate supervisor no later than January 15th, using Form 1547.
- Leave requests shall be granted in accordance with seniority and relative standing and in accordance with Item 7 of this Memorandum.

- Management shall return leave requests by February 2nd indicating approval or disapproval of each request.
- Approved prime annual leave requests shall be entered into the zone leave book by the zone supervisor or union designee.
- Following career carrier selections, CCAs will be given the opportunity to select a prime leave period of 32 or 40-hours as outlined in Item 7 of this agreement.

(K) NOTICE OF ROUTE INSPECTIONS: If a week of route inspections are scheduled during the week of a carrier's previously approved prime or casual annual leave, the carrier may choose to cancel the annual leave, in which case the carrier shall be allowed to choose a replacement week from those available.

ITEM 5: Refer to *Item 21 (M) Installation Detailed Leave Procedures: (page 14) of this document.*

(A) The prime annual leave vacation period shall begin on the fourth Monday in March each year and continue for the subsequent 52 consecutive weeks.

(B)

- All carriers that have a leave balance in excess of the allowable carry over total (440 hours), shall schedule this leave no later than August 15th.
- Failure on the employee's part to schedule leave shall result in the leave being subject to forfeiture, and shall be granted only at management's discretion based on the needs of the Service.

ITEM 6: The first day of a prime vacation week shall be Monday and shall run through the following Saturday.

ITEM 7: Refer to *Item 21 (M) Installation Detailed Leave Procedures: (page 14) of this document.*

(A) When submitting prime leave selections, career carriers shall be allowed to choose one block of continuous leave consisting of 5, 10, or 15 days OR carriers may choose to make 2 separate selections of either one 5-day and one 10-day block, or two blocks of 5 days each.

CCA Prime Leave Provisions

Following the choice selection period by seniority, CCAs will be given an opportunity to select a block of choice leave given the following conditions;

(A) Only CCAs having accrued the necessary annual leave hours (32 or 40) may make one selection for a block of prime leave from available weeks that have not yet been filled to the 13% complement. (Based on their relative standing from senior, downward).

(B) A CCA requesting a block of 32 hours shall be granted a week of prime leave from Monday through Saturday consisting of 2 NS days and 4 days of annual leave.

(C) A CCA requesting a block of 40 hours shall be granted a week of prime from Monday through Sunday consisting of 2 NS days and 5 days of annual leave.

(D) Any time following the first-come, first-served leave period whereby a CCA accrues the requisite hours for a 32 or 40-hour block of leave, they may submit for prime leave choosing from available weeks not yet filled to the 13% complement for each day requested.

(F) No CCA will be granted prime leave during the month of December.

CCA Casual Leave Provisions

Following both the choice selection period by seniority and the casual selection period by seniority among career letter carriers and prior to the first-come, first-served selection period (March 16), CCAs will be given an opportunity to select a block of choice leave given the following conditions;

(A) CCAs having accrued the necessary annual leave hours (8 to 40) may make a selection of 1 to 5 days of casual leave from available days that have not been filled to the 13% complement. (Based on their relative standing from senior, downward).

(B) When choosing casual leave in conjunction with a Holiday or Sunday, it is understood that, unless approved in advance at management's discretion, a CCA may be required to work on the Sunday or Holiday pursuant to the provisions of the National Agreement.

CCA First Come First Served Annual Leave

During the first-come, first-served selections period, all additional annual leave requested by CCAs who have exercised their right to prime leave or casual leave by seniority as described above and all other CCAs, shall be granted leave at management's discretion whether or not the 13% complement has been filled.

ITEM 8:

(A) JURY DUTY:

- Jury Duty will not be considered part of the prime leave quota.
- Court duty mandated by court order will not be part of the prime leave period.
- If a carrier is on jury duty during a prime week vacation, they shall be allowed a replacement week of equal time from available weeks.

(B) UNION LEAVE:

- The Union shall provide the Employer with a list of names and dates, in writing, of official delegates that will attend a National or State Convention no later than January 10th each year.
- The Employer shall grant 15% of the carrier craft assigned to each section, Union Leave as official delegates.
- Management shall make every reasonable effort to accommodate requests for Union official leave in excess of 15% for convention weeks, based on the needs of the Service.
- 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 15% of letter carrier craft employees on annual leave, in a given zone.
- 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.

ITEM 9: Refer to *Item 21 (M) Installation Detailed Leave Procedures: (page 14) of this document.*

(A) For purposes of annual leave during the prime vacation period (52 weeks), at least 13% of the career carrier craft shall be granted leave each week.

- In calculating the appropriate allotment for each section, the number of full-time carrier craft assigned to that section as of December 1st will be used, and any calculation shall include

rounding up of any fraction to the next whole number.

(B) In case of a withholding event at the Installation on the 1st of November, the Postmaster and Branch President will meet to decide the leave complement for the following year.

(C) The Employer shall provide a leave book and calendar (prime) in each zone reflecting approved prime and casual leave.

ITEM 10: Refer to *Item 21 (M) Installation Detailed Leave Procedures:* (page 14) of this document.

- All annual leave approved during the prime vacation selection period must be accompanied by PS Form 3971, completed and in duplicate, with one copy to be returned to the carrier following selections by seniority.
- All approved leave is contingent upon the carrier having a sufficient leave balance when the leave is taken.

ITEM 11: The Employer shall notify craft of the date on which the new leave year begins, which is the first day of the first full pay period contained in the new calendar year. (Date when new balances are issued.)

ITEM 12: Refer to *Item 21 (M) Installation Detailed Leave Procedures:* (page 14) of this document.

- All Letter Carriers shall be allowed to submit for casual annual leave by seniority or relative standing using PS Form 3971, turned in to their immediate supervisor, no later than March 1st.
- Leave will be approved up to the quota as established in Item 9 of this memorandum, limiting each carrier to their yearly allotment, less what was chosen during the prime annual selection period.
- Requests for casual annual leave that are in excess of the 13% complement shall not be approved, rather, they shall be placed in the leave book in order of seniority, under the complement line and shall be considered in the event of leave cancellations.
- Advance scheduled leave shall only be approved in 8-hour increments. No part-day leave will be considered during this selection period.
- In conjunction with Item 9 of this memorandum, casual leave shall be granted up to 13% of the full-time carrier in each section (as of December 1st), providing such leave is requested prior to the weekly schedule being posted.
- The zone supervisor or union designee shall complete the approval and recording of casual annual leave requests by March 15th of each year.
- All requests for casual annual leave submitted after March 15th shall be awarded on a first come, first served basis with seniority the determining factor for requests submitted on the same day.
- Following career carrier selections, CCAs will be given the opportunity to select a casual leave period of 8 or 40-hours as outlined in Item 7 of this agreement.

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

- 1.) PTFs
- 2.) Full-time volunteers by seniority who will be working their designated holiday.
- 3.) CCAs
- 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: Overtime Lists shall be maintained by Section.

INSTALLATION: Lexington, Ky. Post Office

Work Station: Building in which letter carriers perform their duties.

Zones: Last two numbers of the appropriate five-digit Zip Code. Section: A separate area of a work station with one or more supervisors responsible for a number of routes.

Unit: Same as sections

The following shall be defined as Sections currently assigned letter carrier duties within the Lexington Installation. Any additions or deletions to these Sections shall result in notification to and consultation with the local NALC president.

Section 1) Zone 40502

Section 2) Zone 40503

Section 3) Zone 40504, 40510

Section 4) Zone 40505, 40509

Section 5) Zone 40507, 40508, 40511, and Collection Routes

Section 6) Zone 40513, 40514

Section 7) Zone 40515

Section 8) Zone 40517

Beaumont and Bluegrass Stations will have Station wide ODL signup list for those employees wishing to work across Work Sections. This **Combined Station ODL** will be in addition to the Work Assignment (WA), Overtime Desired List (12) and (10) hour preference.

- Each **Combined Station ODL** employee must work all available overtime in their bid Work Section before crossing sections. (i.e., if 2 hours is available on a Zone 2 route, a Zone 2 carrier on the **Combined Station ODL** cannot cross to a Zone 15 route if it causes any Non-ODL employee in Zone 2 to work any overtime.)

Daily Overtime selection shall be in the following order:

- 1) Work Assignment employees utilized to 10 hours (own route, regularly scheduled day).
- 2) 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) Use the Combined Station ODL employees up to 10 hours.
- 5) Solicit non-ODL employees to work up to 10 hours on their own assignment.
- 6) Mandate non-ODL employees to work up to 10 hours on their own assignment.
- 7) Utilize Work Assignment employees up to 12 hours on their own assignment.
- 8) Utilize ODL employees up to 12 hours.
- 9) Use the Combined Station ODL employees up to 12 hours
- 10) Solicit non-ODL employees to volunteer up to 12 hours.
- 11) 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.

No Non-Combined Station ODL employee can be mandated to work across sections.

Sunday and Holiday Work Procedures, when needed: As long as this language complies with all National Memorandums of Understanding on Sunday and Holiday delivery.

A sign-up list will be posted at each station on a monthly basis creating a Sunday Volunteer list for the following month. This volunteer list will consist of both ODL and Non-ODL volunteers.

All Sunday absences will be handled in accordance with applicable leave policies. Anyone mandated to work on Sunday who fails to report will be rotated back in order for the next mandate slot.

Sunday Overtime selection shall be in the following order:

- 1) All CCAs in the installation.
- 2) Sunday Volunteers on ODL.
- 3) Sunday Volunteers not on ODL.
- 4) All PTFs in the installation.
- 5) All ODL in the installation, on a rotating basis. If the available employees exceed the need for any given Sunday or Holiday.
- 6) Mandate non-ODL on a rotating basis by juniority.

Selection for Holiday or Designated Holiday will be in the following order:

- 1) All CCAs in the installation.
- 2) Full-time volunteers.
- 3) All PTFs in the installation.
- 4) Full-time volunteers by seniority who will be working their non-scheduled day (have already had their designated holiday on the weekly schedule).
- 5) Non-volunteers who will be working their non-scheduled day (have already had their designated holiday on the weekly schedule) by inverse seniority.
- 6) Non-volunteers who will be working their holiday by inverse seniority.

Overtime Desired Lists shall be maintained and tracked as follows:

Hours worked out of bid Work Section on Combined Station ODL or on Sunday Volunteer list will not be tracked for ODL equalization purposes

(A) All overtime hours worked by employees on the list shall be considered for equalization purposes, whether or not those overtime hours are worked on an employees' own bid assignment.

(B) Daily overtime assignments shall be distributed by using (as practicable as possible) ODL employees having the lowest current total hours through the highest current total hours.

(C) Overtime tracking shall include hours assigned, hours worked, opportunities offered, opportunities passed, availability and unavailability.

(D) ODL employees may request to be 'passed' for overtime either for daily overtime or for overtime on a non-scheduled day, and such requests will be granted or denied at management's discretion based on operational needs. Employees shall be limited to five successful requests (passes) per quarter. When a 'pass' is granted, the number of hours that would have otherwise been available to that employee shall be added to their total for equalization purposes.

(E) The running total of Assigned ODL hours must be posted in a location all employees can view by close of business of Friday of each week.

(F) By the Close of Business, on Tuesdays of week 1 of each pay period, the zone supervisor and certified zone steward will verify the ODL for equitability as follows.

- 1) The supervisor and steward will use the Daily Schedules and the Overtime Alert Report for the previous Pay Period to record the following information on the ODL tracking worksheet (copy provided at end of this agreement).
 - a. Number of Overtime hours assigned for the period
 - b. Number of Overtime hours actually worked for the period.
 - c. Number of days the employee was available for overtime.
 - d. Number of days the employee was not available for overtime.
 - e. Number of approved passes.
- 2) The supervisor and steward will use the information recorded on the ODL tracking worksheet to determine if each employee was distributed overtime in an equitable manner for the pay period. The result will be recorded on the ODL tracking worksheet as follows:
 - a. Previous totals from prior pay period review will entered into prior arrears column on ODL tracking worksheet.
 - b. If the employee is equitable on assigned overtime distribution, then a 0 will be placed in the pay period arrears column.
 - c. If the employee was worked to make up for previous pay period arrears, then these hours will be recorded in the makeup arrears column.
 - d. If the employee was not equitable on assigned overtime distribution, then the agreed to number of hours in arrears will recorded in the pay period arrears column.
- 3) The ODL tracking worksheet will be sent to the postmaster and branch president at the end of the meeting, if no meeting is scheduled then an explanation must be sent to the Postmaster and Branch President. If the ODL tracking worksheet is not provided or no explanation of the failure to meet is provided, then the Branch President or designee will advance a grievance directly to Formal A for processing.

(G) At the end of each quarter the all ODL tracking worksheets for the quarter will be reviewed for quarterly equitability. If any employee is inequitable then the agreed to number of hours in arrears will be recorded and carried over to the next ODL tracking worksheet and recorded in the arrear's column. Should any employee be in arrears for two consecutive quarters without the inequitable hours/opportunities being remedied, then the Branch President and Postmaster will meet to determine proper ODL standing of the effected employee.

(H) One time during a quarter, Overtime Desired List (ODL) carriers may drop from the ODL and move down to the Work Assignment List (WA).

ITEM 15: Refer to Item 17

ITEM 16: Refer to Item 17

ITEM 17:

- Light duty assignments shall be considered on a case-by-case basis and all requests for light duty shall be submitted in writing to the Postmaster (or designee) accompanied by acceptable medical documentation.
- Management shall make every reasonable effort to accommodate light duty requests based on productive work available within the employee's work restrictions.

- Light duty assignments shall consist of up to 8 hours of work and may be assigned within the Installation, within normal work hours.
- The Branch President will be notified of any Light Duty Requests that are denied prior to the letter of denial being sent to the requesting letter carrier.

•
ITEM 18: See Item 14

ITEM 19: Parking shall be provided on a first come, first served basis.

ITEM 20: Annual leave for Union National and State conventions shall be chosen by delegates during their prime selection period.

ITEM 21:

(A) Bidding: All bidding for newly created or vacant letter carrier assignments shall be made by electronic means in accordance with the USPS Lite Blue page and the regulations provided for bids from HRSSC.

- Carriers shall be granted access to the electronic bid process at the station where domiciled, within the time parameters posted for the desired assignment.
- Paper bids will not be allowed except under exceptional circumstances and only under the direction of the Postmaster and President.

(B) Hours of Work:

- Each carrier shall perform 8 hours of work on their daily bid assignment if sufficient, productive work is available.
- Management may distribute a carriers' workload by curtailing non-preferential mail and having a carrier take a pivot to provide 8 hours work, **however** it is understood that this practice shall not be part of an everyday plan.

(C) NS Day Bumps: Full time carriers working their non-scheduled day shall have the right to bump a PTF, CCA or RLC on a hold down.

(D) Swing Carrier Rotation:

- CC-2 carriers shall work the assignment of the regular rotation on a swing unless they are bumped to a vacant route within the swing.
- A vacant route is defined as being unoccupied, or occupied by an RLC, PTF, or CCA on a hold down.

(E) Displace/Bump Order:

- If more than one route on a swing is occupied due to a hold down, and a CC-2 carrier is bumped,
- the junior carrier having a hold down assignment shall be displaced.

(F) NS Work Order:

- If no vacancy exists on a swing when either the CC-1 or CC-2 carrier is working their NS Day,
- the carrier working the NS Day shall work where needed at management's discretion.

(G) Article 41.3.O: Article 41.3.0 of the National Agreement shall be made a part of this Memorandum of Understanding. "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." 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.

(H) Swing Posting:

- Where there is a change of more than 50% of the number of deliveries on a route, that route may be posted for bid, subject to a determination by the local union president concerning the integrity of the route.
- Where there is a change of more than one route on a swing, that swing assignment shall be posted for bid.
- Where there is a change to the begin tour of more than one hour to a route, that route shall be posted for bid.

(I) Hold Downs:

- PTFs, CCAs and RLCs shall be allowed to submit for hold down assignments by submitting requests to the zone supervisor and steward in writing.
- Hold down requests received by 4pm Monday shall be granted based on highest seniority or relative standing, and the assigned carrier shall work the hold down pursuant to Article 41 of the National Agreement.
- Hold down opportunities that are unscheduled, shall be posted for no less than one day, be afforded to all eligible employees, and shall be awarded the second day following the vacancy notification.
- RLC positions shall not be made available for hold downs.

(J) LABOR-MANAGEMENT MEETING:

- A joint Labor-Management meeting may be scheduled by the Postmaster or Branch President by submitting a meeting agenda to the other party.
- This meeting will take place at the earliest possible convenience. At least one meeting will be scheduled quarterly.

(K) Reserve Letter Carrier Positions:

- The Installation has Reserve Letter Carriers (RLC)
- RLCs are currently assigned as follows: 40502 (3), 40503 (3), 40504 (2), 40505/9 (3), 40507/8/11 (3), 40513/14 (2), 40515 (2), and 40517 (4).
- This does not dictate there will always be 22 RLC positions in the Lexington Installation but it is agreed that any reduction in this number will only be done by **either; written agreement** between the Postmaster and Union President or through the reversion process outlined in Article 41.1.A.1.
- RLC positions can be moved between sections through written agreement of the Postmaster and Union President while the positions are vacant and before they are posted for bid.

(L) RLC Work Section:

- RLCs are only assigned to a work section other than their own when there **is not** an eight (8) hour assignment available in their bid work section.
- Instances may arise where the assignment is for more than one day at a time.
- However, if an eight (8) hour assignment becomes available in their bid work section no later than the previous workday, every effort is made to return the RLC to his/her work section to fill the

assignment.

- If the vacancy becomes available on a same day situation, management does not return the RLC to his/her work section since they have already reported to another work section.

To be clear, if there IS NOT an eight (8) hour assignment for an RLC then:

If when doing the weekly schedule, there is not enough work for an RLC on any day of the week, then for each day short of work for the RLC;

- 1.) Move a PTF or CCA that is on a Hold Down off of the Hold Down to make work for the RLC. (Refer to LMOU Item 21 (C) (D) (E) (F)) (example: RLC Jones in Zone 2 does not have an 8-hour assignment on Monday, Thursday, or Friday of next week's schedule. PTF OR CCA Smith has a hold down on a route in zone 2. (Bump PTF OR CCA Smith, to provide work for RLC Jones within zone 2 on Monday, Thursday, and Friday.)
- 2.) If there are no PTFs OR CCAs on a Hold Down to move, then move then RLC to another Work Section within the same Work Station that has work available. If there is no work available within the same Work Station then move the RLC to another Work Station. (Refer to Article 41 and LMOU Item 21 (C) (D) (E) (F)) (example: RLC Jones in Zone 2 does not have an 8-hour assignment on Monday, Thursday, or Friday of next week's schedule. There are no PTFs OR CCAs with a hold down in Zone 2. (Check to see if there is work available in Zone 17 or Zone 15, if yes, move RLC Jones to Zone 17 or 15. If no, check to see if Beaumont, Gardenside, Brentwood or Liberty has work available, move RLC Jones to where work is available for the week.)

If when doing the daily schedule, there is not enough work for an RLC then;

- 1.) Move a PTF OR CCA that is on a Hold Down off of the Hold Down to make work for the RLC. (Refer to LMOU Item 21 (C) (D) (E) (F)) (example: RLC Jones in Zone 2 does not have an 8-hour assignment on for tomorrow. PTF OR CCA Smith has a hold down on a route in zone 2. (Bump PTF OR CCA Smith, to provide work for RLC Jones within zone 2 for tomorrow.)
- 2.) If there are no PTFs OR CCAs on a Hold Down to move, then move then RLC to another Work Section (ex: Zone 2) within the same Work Station (ex: Bluegrass; Zone 17) that has work available. If there is no work available within the same Work Station (ex: Bluegrass; Zone 2) then move the RLC to another Work Station (ex: Beaumont; Zone 3) that has work available. (Refer to Article 41 and LMOU Item 21 (C) (D) (E) (F)) (example: RLC Jones in Zone 2 does not have an 8-hour assignment for tomorrow. There are no PTFs OR CCAs with a hold down in Zone 2. (Check to see if there is work available in Zone 17 or Zone 15, if yes move RLC Jones to Zone 17 or 15. If no, check to see if Beaumont, Gardenside, Brentwood or Liberty has work available, move RLC Jones to where work is available for the tomorrow.)

RLCs will be scheduled out of their bid work section or work station on the weekly schedule and will only be returned to their work section on any particular day if notice of such return is provided at least 24 hours prior.

(M) Installation Detailed Leave Procedures:

1. A listing (Book, Calendar, etc.) of scheduled leave will be posted in each leave section year-round. This is to provide employees with access to available days and to provide for knowledge of Hold-Down availability.

2. By the close of business (1800 hours) on January 2nd, of each year, carriers will be provided with (A) PS Form 1547 and (B) twelve (12) month calendars to determine their choices for Prime Leave for the upcoming leave year.
3. At the close of business (1800 hours) on January 15th, of each year, the PS Form 1547's will be collected. No forms will be accepted after this date and time.
4. By 1500 hours on February 2nd, of each year, the PS Form 1547's will be returned to each carrier indicating approval or disapproval of each request.
5. By the close of business (1800 hours) on February 4th, of each year, each carrier must submit duplicate PS Form 3971's to their supervisor for the approved periods of Prime Leave.
6. By the close of business (1800 hours) on February 5th, of each year, a leave calendar for the upcoming leave year (fourth Monday in March and subsequent fifty-two (52) consecutive weeks) will be posted showing approved Prime Leave Selections at the supervisor's desk in each leave section.
7. At the close of business (1800 hours) on March 1st, of each year, the PS Form 3971's indicating each carriers selection(s) for choice-casual leave will be collected. No forms will be accepted after this date and time.
8. By the close of business (1500 hours) on March 15th, of each year, the duplicate copy of PS Form 3971's will be returned to each carrier indicating status of each choice-casual leave selection.
9. By the close of business (1800 hours) on March 17th, of each year, a calendar will be posted in each leave section indicating prime leave and choice-casual leave. Prime leave will be entered in green and choice-casual will be entered in blue.
10. All other leave request will be handled on a first-come-first-serve bases and entered in black in accordance with the following;
 - A. The receiving Supervisor will annotate the date and time notified (turned in) and provide the Carrier with a copy.
 - B. The supervisor will enter the leave in the leave book, initial and date the entry. If the leave request is above the compliment for the work section, then the supervisor will still enter it in the book.
 - C. If the carrier has the required number of hours of leave and is within the compliment the supervisor will provide a completed copy (all blocks must be completed; person recording absence and date, date notified, approved/disapproved and signature of supervisor) of the 3971 to the carrier requesting leave within 1 business day.
 - D. If the request is above the compliment the supervisor will record the leave request in the leave book as prescribed, return a copy to the carrier with "above compliment" as the approved/disapproved reason within 1 business day. The leave will remain in the book as pending.
11. The supervisor will lock up the leave slips. No slips will be maintained in the leave book.
12. Leave cancellations will be handled in the following manner;

All leave must be cancelled in writing through the supervisor and union president (or designee).

PRIME LEAVE: must be cancelled by 9 a.m. of the Monday of the week that the schedule is to be posted reflecting the leave.

CASUAL LEAVE: must be canceled no later than 9 a.m. two (2) days prior to the day that the leave is to be taken. (i.e., leave for a Thursday must be cancelled by 9 a.m. Tuesday)

LEAVE IN CONJUNCTION WITH NON-SCHEDULED (NS) DAYS or HOLIDAYS: must be cancelled no later than 4 p.m. Monday of the week that the schedule reflecting the leave is to be posted.

LEAVE NOT CANCELLED ACCORDING TO THESE PROCEDURES MUST BE TAKEN

13. Cancelled PRIME LEAVE must be reposted for a period of five (5) days, time allowing, and will be awarded based on seniority provided the carrier has sufficient leave to take the entire week as posted.

Each week the supervisor will send a copy of the weekly schedule along with the approved 3971's, cancellation notices, and reposting notices covering the weekly scheduling period to the Postmasters office.

ITEM 22: See Item 21.

RLC/PTF/CCA OPTING DURATION

PRINTED NAME: _____

SIGNATURE _____

EIN: _____ **RELATIVE STANDING DATE:** _____

ASSIGNED STATION _____

ROUTE(S) DESIRED: _____

STARTING DATE: _____ **DATE / TIME SUBMITTED** _____

SUPERVISOR _____ **DATE/TIME RCVD** _____

STEWARD _____ **DATE/TIME RCVD** _____

**FORM MUST BE SUBMITTED TO STEWARD AND SUPERVISOR BY 4:00PM
MONDAY PRIOR TO HOLD DOWN START DATE**

**FOR UNSCHEDULED HOLD DOWN OPPORTUNITIES; THEY WILL BE MADE
AVAILABLE FOR AT LEAST ONE DAY AND AWARDED THE SECOND DAY
FOLLOWING VACANCY NOTIFICATION.**

Appendix B

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
LEXINGTON, KENTUCKY

BARBARA CARDOZA, POSTMASTER

Barbara Cardoza


Barbara Cardoza (Jun 14, 2021 16:59 EDT)

NATIONAL ASSOCIATION OF LETTER CARRIERS, BRANCH 361
LEXINGTON, KENTUCKY

KENNETH J. BECRAFT, PRESIDENT

Kenneth Becraft

Ken Becraft

 Digitally signed by Ken Becraft
Date: 2021.06.14 16:43:32 -04'00'



2019-2023
MEMORANDUM OF UNDERSTANDING