

RICHMOND



KENTUCKY

2019-2023

MEMORANDUM OF UNDERSTANDING

Memorandum of Understanding

This Memorandum of Understanding made and entered into on May 26, 2021 at Richmond, 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.

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RICHMOND LMOU 2019-2023

ITEM 1: City carriers shall be granted up to 3 (three) minutes of wash up time daily.

ITEM 2: 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.

ITEM 3: 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:

1. The safety and health of employees
2. Civil Disorders
3. Acts of God
4. Hazardous Weather Conditions
5. Advice and policies of local authorities.
6. Wholesale closing of businesses and other offices.
7. 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. Carriers are responsible for contacting the employer in a timely manner if they are changing the leave from annual leave to sick leave or LWOP. 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) CANCELLATION OF 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 November, 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 11% of the carrier craft annual leave each week, providing such requests

are made prior to the posting of the weekly schedule. Prime/Choice leave cannot be cancelled until after the 1 of January of the new leave year.

(C) CANCELLATION OF 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 (no 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. 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 of 8 hours.

(G) MILITARY LEAVE: Military leave will not count as part of a carrier's 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 November 1st, of the beginning and ending dates of the prime time leave selection period.

(J) METHOD FOR MAKING SELECTION: No later than November 1st, carriers shall submit leave request PS Form 3971 to their steward, indicating their selections for prime/choice annual leave. The certified steward (or President's designee) and the supervisor (or Postmaster's designee) shall choose a date during the second week in November, whereby the steward will be relieved of his letter carrier duties

(for up to 3 hours) and be detailed to recording and approving the zone's prime annual leave selections. Letter carriers 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 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 November 22nd 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 11% 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.

ITEM 5:

(A) The prime/choice leave vacation period shall begin with the first full week in January and continue for 52 consecutive weeks each year.

(B) 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.

ITEM 6: 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.

ITEM 7: Management shall grant 11% of the 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 leave during each prime/choice week, which will be part of the 11% complement.

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 November 1st, prior to the beginning of the leave year. Failure by the Union to give this notification will cause convention leave requests to be

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 11% of letter carrier craft employees 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.

ITEM 9: For prime/choice annual leave purposes, at least 11% of the full-time letter carrier craft employees shall be approved for leave each week during the prime leave period (52 weeks). When calculating the appropriate allotment, the parties shall use the number of full-time letter carriers assigned to the Richmond facility as of November 1st of each year, and the 11% complement shall include the rounding of any fraction to the next whole number as follows:

.19 or less-round down, .20 or more-round up.

For the week of Christmas 1 (one) additional carrier can be off. 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, prior to December 16th. Any requests for approved LWOP shall not be considered part of the leave selection process.

ITEM 10: 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.

ITEM 11: 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.

ITEM 12: 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 steward no later than December 1st. Each letter carrier will be allowed to submit for casual annual leave (by seniority or relative standing) by December 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 steward and 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 at least 11% of the full-time letter carrier craft employees approved for annual leave, in conjunction with the guarantee provided for in Article 30, Item 9 of this LMOU, Richmond Local 2019-2023

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 (B) of this LMOU.

The certified steward (or President's designee) and the supervisor shall choose a date between December 2nd and December 12th whereby the steward shall be relieved of his letter carrier duties and detailed to recording and approving casual leave selections by seniority and relative standing. All leave applied for after December 1st, shall be on a first come, first served basis and shall be recorded with the appropriate time of receipt and date by the 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 (December 13th), 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 of this LMOU. All leave provisions of this agreement shall be in effect through the 2023 leave year.

ITEM 13: 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) If, after the posting period, a need develops for additional or replacement employees, they shall be selected according to the same order as above. In the event of more than one employee on a swing (route) being scheduled, the employee working their holiday shall have preference to their normal bid assignment. The employee working the non-scheduled day shall work where needed if the CC-2 cannot be bumped pursuant to provisions in ITEM 21 of this LMOU.

ITEM 14: Overtime List shall be maintained by Section.

INSTALLATION: Richmond, Kentucky Post Office

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) Seek auxiliary assistance at straight time pay and /or curtail mail.
- 2) Utilize employees who have signed up for 'Work Assignment', to ten hours, if necessary. (Own route overtime on regularly scheduled day).
- 3) Utilize all employees on the Overtime Desired List in the Section, to ten hours, if necessary, excluding those who have properly requested a 'pass'.
- 4) Utilize all PTF's and City Carrier Assistants to ten hours, if necessary.
- 5) Mandate employees on the Overtime Desired List that have requested to 'pass' to ten hours, if necessary.
- 6) Solicit non-ODL and non-Work Assignment volunteers to work ten hours on their own assignment, if necessary. After volunteers, if necessary, mandate non-ODL and non-Work Assignment carriers to work up to ten hours on their daily bid assignment.

- 7) Utilize Work Assignment carriers up to twelve hours on their daily bid assignment.
- 8) Utilize ODL employees who have indicated a preference to work up to twelve hours, up to twelve hours.
- 9) Solicit volunteers from the ODL who have indicated a preference for ten hours, to work twelve hours.
- 10) Solicit volunteers who are not on the Overtime Desired List, to work twelve hours.
- 11) Mandate ODL employees who have indicated a preference for ten hours, to work up to twelve hours.
- 12) Mandate all remaining employees, as necessary, to work up to ten hours, by juniority. 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:

(A) 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.

(B) 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 15 minutes after the scheduled start time. Also, the employee shall indicate their desire to 'pass' on overtime by completing the Quarterly ODL Pass List. Carriers must place this designation on the quarterly ODL pass list no later than 15 minutes after the scheduled start time 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. For an 8 hour pass the carrier must notify the supervisor prior to the schedule being posted.

(C) 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.

(D) 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 detail, 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.

(E) Half way through each quarter the Postmaster, City Carrier Supervisor, Zone Steward and an ODL carrier will meet to discuss the ODL and what needs to be done in the remaining half of the quarter to keep or get the ODL equalized. 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 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 within 10% of the top person, shall be considered makeup hours

When totaling the ODL, all hours shall be rounded to the nearest hundredth (.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 to be within 10% of 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.

(F) 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 make-up hours shall be worked until such time that the number of hours in arrears is satisfied.

ITEM 15: REFER to ITEM 17

ITEM 16: REFER to ITEM 17

ITEM 17:

All efforts will be made to honor a request for light duty if supported by acceptable medical documentation. Availability of work and the physical limitation of the applicant will determine the duties, hours and duration of the assignment. It is agreed that light duty assignments within the office for letter carries may include but not limited to:

1. Assisting routes by casing up mail.
2. Relabeling carrier's cases.
3. Rewriting carrier route books.
4. Coverage of suitable collection routes.
5. Labeling inside of apartment boxes.
6. Training new employees when, in fact,

training is done at the station level by craft employees.

7. Assignment out of section.
8. Edit Book work.

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

ITEM 19:

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.

ITEM 20:

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 Richmond, 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.

(C) Bidding for vacant routes and established utility assignments shall be open to all full time regular carriers of the installation, with seniority as the deciding factor. Bid forms and envelopes shall be provided adjacent to the bulletin board where posting is normally placed.

(D) 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.

(E) Letter carriers applying for a vacancy shall submit a bid, completed, and either sealed and in a 9bid 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.

(F) 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.

(G) 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.

(H) 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.

(I) Each carrier shall perform 8 hours work on their daily bid assignment if sufficient, productive work is available. An Overtime Desired List (ODL) Carrier being mandated to deliver his overtime prior to delivering his bid assignment can receive enough assistance on his bid assignment to ensure they return

to the Post Office by 1800. Prior to an ODL carrier receiving any assistance from another ODL carrier, PTF or CCA any and all non ODL carriers being forced to work overtime will receive assistance. This does not automatically disregard the National Contract or other provisions of this local pertaining to the ODL carriers being able to be assigned 10 or 12 hours of work if needed. This item does not allow management to force non ODL carriers to work overtime to meet the 1800 time. If the begin tour time changes, the 1800 will change to reflect the same time change, (for example if the begin tour time changes to 0830 then 1800 becomes 1830.)

(J) CCA'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 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.

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, even if the CCA is on a hold down assignment.

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.

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 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.

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. At no time shall a PTF on a hold down assignment, working the NS day of the hold down assignment, displace or 'bump' a full-time carrier.

(K) 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 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.

(L) 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.

(M) LABOR MANAGEMENT MEETING: A committee shall be formed between the Postmaster and the Branch President exclusively, to discuss matters of mutual concern.

(N) 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. 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 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, sections (I) and (J).

(O) CASUAL LEAVE BONUS: Each Leave Year each Career Letter Carrier can (onetime) take one full week of casual annual leave even if the quota for carriers off has been filled, provided the leave is requested, on USPS form 3971, 4 (four) weeks before the leave commences. This shall be on a first come basis with seniority being the tie breaker for two requests for the same week submitted on the same day. Christmas week is excluded as one extra person is allowed off during prime/choice selections

ITEM 22: Item 22 shall be defined by Item 18 of this agreement.

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
RICHMOND, KENTUCKY

Mark Blackburn, POSTMASTER



NATIONAL ASSOCIATION OF LETTER CARRIERS, BRANCH 361
LEXINGTON, KENTUCKY

KENNETH J. BECRAFT, PRESIDENT


