



LOCAL AGREEMENT

BETWEEN

UNITED STATES POSTAL SERVICE LOUISVILLE, KENTUCKY

AND

NATIONAL ASSOCIATION OF LETTER CARRIERS, BRANCH 14 LOUISVILLE, KENTUCKY

SEPTEMBER 2019 - MAY 2023

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING is made and entered into on this day, May 28, 2021, at Louisville, Kentucky BY and BETWEEN authorized Management representatives of the UNITED STATES POSTAL SERVICE, hereinafter the Employer, and BRANCH 14, NATIONAL ASSOCIATION OF LETTER CARRIERS, hereinafter the Union, pursuant to the Local Implementation Provision of the 2019 Working Agreement.

Authorized Union Representative Branch 14, National Association Of Letter Carriers

ANTHONY L. WEDDLE President, Branch 14, NALC

Authorized Management Representative United States Postal Service Louisville, Kentucky

CHRISTOPHER D. CARROLL

Postmaster

Louisville, Kentucky Post Office

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Scope of Memorandum of Understanding

This "Memorandum of Understanding" constitutes the entire agreement the parties and correctly expresses all the rights and obligations of the parties. Except for impasse submitted to higher authority and/or arbitration. The parties acknowledge that each has the opportunity to make demands and proposals with respect to all collective bargaining subjects. Each party agrees that for the life of this "Memorandum of Understanding" the other parties shall not be obligated to bargain with respect to any subject not covered in the "Memorandum of Understanding" or reserved by formal understanding as a subject for continued negotiations during the term of this Memorandum.

Separability and Duration

Should any part of the "Memorandum of Understanding" or any provisions contained herein be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by court of competent jurisdiction, such invalidation of such part or provision of this "Memorandum of Understanding" shall not invalidate the remaining portions of this "Memorandum of Understanding" and they shall remain in force and effect.

ITEM 1 – ADDITIONAL OR LONGER WASH-UP PERIODS

Section A - Reasonable wash-up time will be given to letter carriers for performing work with dirty or toxic materials.

Section B - A letter carrier who is required to fuel his/her delivery vehicle will be provided reasonable wash-up time in instances where the fuel has splashed back onto the individual.

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

All letter carrier routes in the Louisville Post Office will be on a fixed day off schedule with the work week running from Saturday through Friday unless otherwise agreed between the local parties.

ITEM 3 – GUIDELINES FOR THE CURTAILMENT OR TERMINATION OF POSTAL OPERATIONS TO CONFORM TO ORDERS OF LOCAL AUTHORITIES OR AS LOCAL CONDITIONS WARRANT BECAUSE OF EMERGENCY CONDITIONS

Section A - Letter carriers shall not be required to attempt delivery during periods of inclement weather of such severity that civil authorities (e.g. city mayors, state highway police authorities, or state highway administrative authorities) consider road travel hazardous and have informed the public by radio, television, or other media not to travel public streets or highways.

Section B - During conditions of inclement weather letter carriers will attempt to report for work. However, if this is not possible and conditions are of such severity where authorities have ordered curtailment due to emergency conditions, letter carriers will be excused from reporting and will not be charged AWOL only as long as the emergency conditions exists.

ITEM 4 - FORMULATION OF LOCAL LEAVE PROGRAM

Section A - The total number of letter carriers who shall receive leave each week during the choice vacation period will be equal to 14 percent of the total number of full-time bid positions at each delivery unit as of December 1st of each calendar year. A fraction of .50 or higher of the 14 percent will be rounded up. The minimum number of carriers allowed leave each week will be one (1).

Section B - Vacation selections shall be made in the following delivery units using craft seniority:

DELIVERY UNITS

Downtown Business 40202 Downtown Residence 40203/08/10

Downtown Station 40204

Cherokee 40205

Crescent Hill 40206

St. Matthews 40207

Martin Luther King 40211/12

Camp Taylor 40213

Iroquois 40209/14/15

Shively 40216

Shelby 40217

Buechel 40218

Okolona 40219

Hikes Point 40220

Lyndon 40222

Fern Creek 40228/91

Okolona 40229

Lyndon 40241/42

Middletown 40243

Pleasure Ridge Park 40258

Valley Station 40272

Jeffersontown 40299

Section C - Letter carriers may cancel any or all annual leave at their discretion.

Section D - Programmed annual leave canceled 60 days in advance will be reposted for three days and awarded by seniority. Bidding letter carriers will have sufficient leave to bid in

increments of no less than 40 hours. The vacation selections by a letter carrier who bids out of the section will be considered canceled annual leave.

- Section E There will be no exchanging of leave unless all letter carriers with seniority falling between the carriers exchanging have had the opportunity to participate in the exchange.
- Section F A letter carrier who bids from one delivery unit to another delivery unit shall retain all approved leave that he/she selected during the programming of annual leave. In such situations, the number of carriers allowed off each week at the gaining delivery unit, in accordance Item 9 of this LMOU, shall be exceeded when necessary.
- Section G A City Carrier Assistant who is converted to full-time regular within ninety (90) days from an approved week of programmed annual leave, shall be permitted to take that week of vacation as leave without pay (LWOP) or to select another week from any remaining weeks within his/her assigned delivery unit's vacation schedule that is ninety (90) days after his/her conversion date.

ITEM 5 – THE DURATION OF THE CHOICE VACATION PERIOD

- Section A The choice vacation period will be the first full week of January through the last week of the calendar year that includes December 31st.
- Section B Letter carriers who wish to have annual leave during the month of January shall submit their request in writing to their supervisor before December 31st.

ITEM 6 – THE DETERMINATION OF THE BEGINNING DAY OF THE EMPLOYEE'S VACATION PERIOD

The vacation period will begin at 12:01am Monday and end at midnight on Sunday.

ITEM 7 – WHETHER EMPLOYEES AT THEIR OPTION MAY REQUEST THREE SELECTIONS DURING THE CHOICE VACATION PERIOD

Section A - All programmed annual leave for letter carriers will be on a strict craft seniority basis.

Section B- First Round Selection:

1. Letter carriers that earn thirteen (13) days of annual leave at the beginning of the leave year shall select two (2) five (5) day periods during the choice vacation period. Letter carriers that earn twenty (20) or twenty-six (26) days of annual leave at the beginning of the leave year, shall select three (3) five (5) day periods during the choice vacation period. However, of the three (3) selections for carriers that earn twenty (20) or twenty-

- six (26) days of annual leave, a maximum of two (2) vacation selections shall be a period containing a national holiday in accordance with the National Agreement.
- 2. City Carrier Assistants (CCAs) will be permitted to select one (1) five (5) day period during the first-round selection.

Section C- Second Round Selection:

Letter carriers that earn twenty (20) days of annual leave at the beginning of the leave year shall select one (1) five (5) day period during the choice vacation period. Letter carriers that earn twenty-six (26) days of annual leave at the beginning of the leave year shall select two (2) five (5) day periods during the choice vacation period.

Section D - Third round selection: Letter carriers that carry over annual leave from the previous year will be permitted a third round of programming annual leave. The maximum number of selections during this round will be three (3) five (5) day periods. Carriers must have sufficient leave to cover the number of selections in their entirety. Programmed annual leave must be in forty (40) hour increments.

Section E - Letter carriers shall not be allowed to schedule more than eight (8) weeks of programmed annual leave per year except in cases to ensure that a carrier does not forfeit any part of their annual leave.

ITEM 8 – WHETHER JURY DUTY AND ATTENDANCE AT NATIONAL AND STATE CONVENTIONS SHALL BE CHARGED TO THE CHOICE VACATION PERIOD

Section A - Jury duty will not be charged to the choice vacation period. Letter carriers who are required to attend jury duty on one of their vacation selections will be allowed to select another week from the remaining available vacation periods. If there are no further unclaimed periods available, the carrier will submit a list of three choices of which management will award one of the three.

Section B - Letter carriers attending a National or State convention during the choice vacation period will not be counted in the number of carriers allowed off during that period. The president of Branch 14 will notify the postmaster of the delegates which are identified by December 1st. The names of the delegates will be written in the leave week of the National or State convention and will not be considered one of the letter carrier's leave selections.

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

The total number of letter carriers who shall receive leave each week during the choice vacation period will be equal to 14 percent of the total number of full-time bid positions at each delivery

unit as of December 1st of each calendar year. A fraction of .50 or higher of the 14 percent will be rounded up. The minimum number of carriers allowed leave each week will be one (1).

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

Stewards at each delivery unit and the office of Branch 14 will be issued an official notice when the vacation schedule has been approved at each unit.

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

The vacation schedule will be posted on November 15th, or the first working day thereafter, until December 1st. The three rounds of selecting programmed annual leave will be completed by January 15th.

ITEM 12 - THE PROCEDURES FOR SUBMISSION OF APPLICATIONS FOR ANNUAL LEAVE DURING OTHER THAN THE CHOICE VACATION PERIOD

Section A - Letter carriers may request incidental (casual) annual leave by submitting in duplicate, PS Form -3971, to their supervisor no more than thirty (30) calendar days in advance. The supervisor will enter the date received on the 3971 and return one to the carrier. Normally, requests for incidental leave will be awarded on a first come, first served basis. However, in situations when more than one request is received on the same "day", the leave will be approved by seniority.

Section B -

- Except for incidental leave requests which fall on a day where the holiday scheduling
 pecking order is utilized in accordance with Item 13 of the LMOU, all requests for
 incidental leave submitted by the Tuesday preceding the service week in which incidental
 leave is desired, shall be approved up to the number of carriers allowed off each week
 within the delivery unit.
- Incidental leave requests for a day which falls on a day where the holiday scheduling pecking order is utilized, may be approved at management's discretion, provided, the holiday scheduling pecking order has been strictly adhered to.
- 3. Requests for incidental leave submitted after the Tuesday preceding the service week in which the leave is desired, or requests that exceed the number of carriers allowed off each week, may be approved at management's discretion if service conditions permit.

Section C -

1. Except for incidental leave requests for a day where the holiday pecking order is utilized, a request for incidental leave will be determined for approval by the supervisor within

- seventy-two (72) hours, excluding Sundays and holidays, from the date the request is submitted.
- 2. Requests for incidental leave where the holiday pecking order is utilized must be determined for approval by the Tuesday preceding the service week in which the holiday falls.
- 3. Whenever a leave request for incidental leave is disapproved, the supervisor will return the original PS Form -3971 to the carrier with the written reason for disapproval.

ITEM 13 -THE METHOD FOR SELECTING EMPLOYEES TO WORK ON A HOLIDAY

The following Holiday Scheduling Default Pecking order will be used to schedule letter carriers for holiday work and the schedule will be posted as of the Tuesday preceding the service week in which the holiday falls:

Section A-

- 1. All Part-Time Flexible carriers.
- 2. All full-time regular, full-time flexible and part-time regular carriers who have volunteered to work on their holiday or their designated holiday, by seniority.
- 3. All full-time regular, full-time flexible and part-time regular carriers who have volunteered to work their non-scheduled day, by seniority.
- 4. All City Carrier Assistants.
- 5. Full-time regular, full-time flexible and part-time regular carriers who have not volunteered to work their non-scheduled day, by inverse seniority.
- 6. Full-time regular, full-time flexible and part-time regular carriers who have not volunteered to work their holiday or designated holiday, by inverse seniority. (Such carriers will not be required to work unless all part-time flexible carriers and city carrier assistants have been scheduled to work up to ten (10) hours.)

Section B-

The Holiday Default Pecking Order will also be utilized in instances where management has determined to schedule carriers to complete parcel delivery on a holiday. In those instances, management shall determine the number of employees needed for holiday work and schedule carriers in accordance with the pecking order on an installation wide basis for each parcel delivery hub. Management will attempt to schedule carriers to the parcel delivery hub closest to the carrier's regularly scheduled delivery unit.

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

Section A - The Overtime Desired List will be made up by section/delivery unit as defined in Article 30, Item 4.

- Section B A letter carrier in a leave status for the entire two (2) weeks prior to a calendar quarter may submit a written notification, with a steward's approval, to the supervisor stating that he/she desires to be placed on the Overtime Desired List for the quarter. These notifications must be received upon the first workday the carrier returns to duty.
- Section C A letter carrier who is listed on the Overtime Desired List and is assigned or bids from one delivery unit to another delivery unit shall receive the average number of overtime hours of the carriers listed on the Overtime Desired List at the gaining delivery unit to ensure equitable distribution of overtime.
- Section D In the distribution of overtime, overtime will be distributed starting with the carrier listed on the Overtime Desired List having the fewest number of overtime hours in accordance with the Overtime Balance Sheet, if practicable. On the first day of the quarter, overtime will be distributed by seniority.

Section E - Equitable Distribution of Overtime

- 1. In the distribution of overtime throughout the quarter, all overtime hours worked, rather on or off the carrier's own assignment, will be counted toward the total number of overtime hours for the quarter, except for holiday scheduling.
- 2. The total number of overtime hours worked, and all overtime hours charged due to waving overtime opportunities or carrier unavailability, will be updated and reflected on the Overtime Balance Sheet which will be posted daily.
- 3. In determining equitable distribution of overtime for the quarter, all carriers listed on the Overtime Desired List shall be within ten (10) hours of the carrier listed with the highest number of overtime hours according to the Overtime Balance Sheet.
- Section F A letter carrier listed on the Overtime Desired List shall be excused from working overtime at his/her discretion, provided, there is another carrier listed on the Overtime Desired List available to work that overtime at the regular overtime rate. When a carrier is excused from working overtime, he/she will be charged the number of hours that he/she would have reasonably been afforded to work and that time will be reflected on the Overtime Balance Sheet.
- Section G A letter carrier who is on "programmed" annual leave or court leave shall not be charged overtime due to his/her unavailability and will be by-passed in the distribution of overtime.
- Section H Part-Time Flexible carriers and City Carrier Assistants converted to full-time regular during the quarter will be allowed the option of placing his/her name on the Overtime Desired List immediately upon conversion. The starting number of hours shall be the average derived from the median number of hours for the non-scheduled day assigned to the carrier. If no other carrier has that non-scheduled day, then the average number of hours of the existing carriers listed on the Overtime Desired List will be used.
- Section I A letter carrier who is listed on the Overtime Desired List and is detailed to a 204b/acting supervisor, or a carrier who is working in other than letter carrier duties and not

available for overtime, will be charged the number of overtime hours he/she would have reasonably been afforded to work on that workday which will be reflected on the Overtime Balance Sheet.

Section J - A Carrier Technician (CC2) who has signed up for Work-Assignment overtime has both the right and obligation to work any overtime that occurs on the route to which he/she is assigned - on that regularly scheduled day.

Section K - A letter carrier on light/limited duty who is listed on the Overtime Desired List may be distributed overtime contingent on his/her work restrictions. When management approaches the restricted duty carrier to distribute available overtime, that carrier will be entitled to select overtime that is within his/her restrictions. If the available overtime offered is not within the work restrictions of the carrier, he/she will be charged the number of overtime hours that he/she would reasonably have been expected to work which will be reflected on the Overtime Balance Sheet.

Section L - In situations where a letter carrier is charged overtime due to waving overtime, in an acting supervisor position, unavailability, or on light/limited duty, the total number of hours charged shall not exceed the number of overtime hours offered to the next higher carrier listed on the Overtime Balance Sheet nor less than the overtime hours offered to the next lower carrier on the Overtime Balance Sheet.

ITEM 15 – THE NUMBER OF LIGHT DUTY ASSIGNMENTS WITHIN EACH CRAFT OR OCCUPATIONAL GROUP TO BE RESERVED FOR TEMPORARY OR PERMANENT LIGHT DUTY ASSIGNMENT

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

ITEM 16 – THE METHOD TO BE USED IN RESERVING LIGHT DUTY ASSIGNMENTS SO THAT NO REGULARLY ASSIGNED MEMBER OF THE REGULAR WORK FORCE WILL BE ADVERSELY AFFECTED.

Management will give every consideration to documented requests for temporary light duty. Light duty assignments will be established by consultation to provide maximum possible light duty work in the carrier craft.

ITEM 17- THE IDENTIFICATION OF ASSIGNMENTS THAT ARE TO BE CONSIDERED LIGHT DUTY ASSIGNMENTS WITHIN EACH CRAFT REPRESENTED IN THE OFFICE

Temporary light duty assignments consistent with the needs of the service and restrictions of carriers may be utilized on the following duties:

- 1. All duties which can be performed on the carrier's own assignment.
- 2. Mounted auxiliary routes.
- 3. Other suitable work within the letter carrier craft.

ITEM 18 – THE IDENTIFICATION OF ASSIGNMENTS COMPRISING A SECTION, WHEN IT IS PROPOSED TO REASSIGN WITHIN AN INSTALLATION EMPLOYEES EXCESS TO THE NEEDS OF A SECTION

For the purposes of excess to the needs of a section, the entire installation shall comprise the section.

ITEM 19 – THE ASSIGNMENT OF EMPLOYEE PARKING SPACES

Management will make reasonable efforts to provide parking for letter carriers as near as possible to their assigned work location. Branch 14 officers will be provided parking at the Main Office when conducting official business.

ITEM 20 – THE DETERMINATION AS TO WHETHER ANNUAL LEAVE TO ATTEND UNION ACTIVITIES REQUESTED PRIOR TO DETERMINATION OF THE CHOICE VACATION SCHEDULE IS TO BE PART OF THE TOTAL CHOICE VACATION PLAN

Annual leave to attend Union activities requested prior to determination of the choice vacation schedule will not be a part of the total choice period and will not be considered one of the carrier's leave selections.

ITEM 21 – THOSE OTHER ITEMS WHICH ARE SUBJECT TO LOCAL NEGOTIATIONS AS PROVIDED IN THE CRAFT PROVISIONS OF THIS AGREEMENT

Section A - Article 41, section 3.0.

Article 41, section 3.O. of the National Agreement shall be made part of this Memorandum of Understanding. When a letter carrier bid assignment 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

bid assignments 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 the event of posting of the routes or bid assignments relative to this provision, only those employees permanently assigned to the affected unit may bid on the posted vacancies.

Section B - Bulletin boards

- 1. Bulletin boards will be provided by the employer for the use of Branch 14 at all units where city letter carriers are stationed. The boards will be constructed of suitable material, except they will not have glass fronts or locks. The size of the board provided for the exclusive use of Branch 14, will be a minimum in area equal to 3ft x 3ft. If only one board can be provided for all crafts, the size of the board must be a minimum in area equal to 3ft x 5ft and shared equally by crafts and shall be positioned at normal eye level.
- 2. Literature racks furnished by Branch 14 may be placed in break (swing) rooms at units where city carriers are employed.

Section C - Communications

- 1. A copy of all posted notices affecting the letter carrier craft will be sent to the office of Branch 14.
- 2. The office of Branch 14 will be furnished with a copy of all route postings and awardings.
- 3. Joint Labor-Management meetings shall be conducted at each station monthly.
- 4. Agenda items for Joint Labor-Management meetings will be exchanged prior to such meetings. Meetings shall be held on the last Thursday of the appropriate month unless the parties agree to another date.
- 5. Employees may use the telephone with permission.

Section D - Union Activities

- 1. Stewards of Branch 14 shall petition station supervisors for permission to make announcements of interest to the letter carriers.
- 2. Stewards of Branch 14 shall petition station supervisors for the purpose of using the telephone in the performance of their duties.
- 3. At reasonable intervals, a letter carrier shall be granted the opportunity, upon timely request, to inspect his personal jacket in the presence of a management representative, provided such inspection occurs off the clock.
- 4. Reasonable time will be afforded for the elections of union stewards on the clock.
- 5. Union stewards, or a designee of Branch 14, will perform the administration of the vacation selections for programmed annual leave discussed at Item 7 of this LMOU.
- 6. Union stewards will be present, provided a steward is available, when letter carriers are issued discipline.

Section E - Route Inspections

1. All route inspections will be conducted in accordance with the Collective Bargaining Agreement between the NALC and the U.S. Postal Service. Branch 14 will be provided a schedule of route inspections, dates and units involved, at least fifteen (15) days in advance. If delay is necessary, organizational representatives will be notified.

- 2. The union will jointly participate with management, at the employer's expense, in all route inspections and adjustments throughout the processes outlined in the M-39 and/or throughout any agreed modified route inspection process by the national or local parties.
- During route count and inspections, copies of PS Form1838 and 1838C's for each day of the inspection and PS Forms 1840 and 3999 will be given to the union representative as soon as a copy is available.
- 4. Prior to scheduling any route inspections, unit route reviews will be jointly conducted with the branch president, or his/her designee, to review, verify and correct DOIS reports and data before scheduling a delivery unit for either six-day count and inspections or agreed modified route inspection process.
- Management will make every effort to provide a letter carrier a one-day notice prior to conducting a 3999 (street evaluation) and to provide a copy of the 3999 to the carrier as soon as practicable.
- If management fails to provide a one-day notice prior to conducting a 3999, management will inform the union steward and mark that 3999 as a partial inspection in all electronic records.

Section F - Safety

- The installation will have an established Joint Labor-Management Safety and Health Committee. The committee will be comprised of three members from management and three members from Branch 14. The committee will meet monthly to discuss, identify and review safety measures and policies in attempts to improve and ensure safe working conditions for city letter carriers.
- 2. Letter carriers will be responsible for tagging vehicles for defects. The superintendent of Vehicle Maintenance Service or other designated supervisor will be responsible for repair of reported defects.
- 3. Regularly scheduled safety talks shall be held by delivery unit supervisors, and/or unit safety captains, for all letter carriers on the clock that day at least once a week on a rotating basis.
- 4. All postal vehicles assigned to letter carriers will be cleaned inside and outside at least once a month. Carriers will keep vehicles policed at all times.
- 5. No vehicle will be assigned to a carrier unless it can be reasonably expected to conform to recognized safety standards.
- 6. A letter carrier who is a smoker and is assigned a vehicle which was acquired or distributed after September 1, 2014, may request to be permanently assigned another vehicle. Management may approve the reassignment of vehicles based upon vehicle availability and the needs of the service.

ITEM 22- LOCAL IMPLEMENTATION OF THIS AGREEMENT RELATING TO SENIORITY, REASSIGNMENTS AND POSTING

Section A - An updated seniority roster, listing all carriers in the order of seniority at the Louisville Post Office, shall be furnished to the office of Branch 14 by the end of the first full

work week of every month. An updated roster shall also be furnished to each delivery unit by the end of the first full work week of every quarter.

Section B - Posting and Awarding

- 1. The schedule for route postings and awardings will be on a twenty-eight (28) day awarding cycle. At a regularly scheduled labor-management meeting, the local parties will decide on the following year's posting schedule prior to the end of the Postal Service's fiscal year.
- 2. Any vacant or newly established duty assignment not under consideration for reversion will posted on the next immediate route posting in accordance with the posting schedule after it becomes vacant or established. However, any duty assignment that becomes vacant due to an unanticipated situation, such as but not limited to, retirements, resignations, or removals within seven (7) calendar days prior to a regularly scheduled route posting, may be posted on the next scheduled posting thereafter.
- Section C Immediately following a route vacancy and before the route is posted for bid, the non-scheduled workday will be open for bid on a seniority basis among the carriers within that swing and the new non-scheduled workdays will take effect immediately.
- Section D The notice inviting bids for vacant letter carrier assignments shall remain posted for a period of ten (10) days.
- Section E A letter carrier may bid on as many assignments he/she desires when there are several assignments posted.
- Section F The successful bidder for a vacant assignment will be placed in the new assignment within sixteen (16) calendar days from the closing of bids.

Section G - Opting:

- 1. When a bid assignment becomes vacant for a period of an anticipated five days or more as discussed in Article 41, Section 2B3 and 2B4 of the National Agreement, Management at the delivery unit will post the available hold-down assignment(s) in the unit by noon Monday of each week.
- 2. All eligible employees may exercise their preference for these assignments by notifying Management in writing of his/her preference by use of the locally developed "Bid Form for Temporary Assignment." These bid forms must be submitted to a member of management at the delivery unit by noon on Tuesday before the assignment takes effect. Management will sign the aforementioned bid form and return a copy to the employee. An assignment available for hold-down will be awarded on a seniority basis among all available employees and the assignment will take effect on the first day of the next work week or as soon as the vacancy occurs thereafter.

Section H

1. All full-time regular carriers, including utility carriers, scheduled, or called in on a non-scheduled day shall work their bid assignment, provided there is a vacant assignment within the swing the utility carrier can be assigned.

- 2. An assignment on a hold-down by a PTF or CCA carrier within a swing will be considered vacant. An assignment on a hold-down by an unassigned regular carrier will not. Otherwise, the full-time regular carrier will be scheduled to work an assignment where needed.
- 3. In cases where a PTF or CCA carrier is on a hold-down within a swing, the PTF/CCA carrier will be temporarily bumped from his/her hold-down to enable the full-time regular carrier/utility carrier to work their assignment. When a PTF/CCA carrier is temporarily bumped, he/she will be assigned eight (8) hours work within his/her assigned delivery unit. In situations where there is insufficient work available for the PTF/CCA carrier within his/her assigned unit that ensures eight (8) hours work, management may temporarily reassign the PTF/CCA carrier to another delivery unit.
- 4. In circumstances where more than one assignment within the swing is on a hold-down by a PTF/CCA carrier, the junior carrier will be temporarily bumped.

Section I – 204b/Acting Supervisors

- 1. A 204b carrier must perform his/her duty assignment for a period of not less than two (2) service weeks when detailed for four (4) months or longer in order to prevent his/her assignment from being declared vacant. It will not be necessary for the two (2) service weeks to be worked consecutively; however, the regularly scheduled workdays for each service week must be worked in their entirety. Any period of the two (2) service weeks in a leave status will not be considered as having worked his/her duty assignment.
- 2. A 204b carrier desiring to place bids on vacant carrier positions must be in a carrier status at the time of bidding and must have worked a minimum of two (2) service weeks in the previous four (4) month period.
- 3. A 204b carrier whose duty assignment was declared vacant in accordance with Article 41.A.2 and desires to bid on vacant carrier positions must return to the craft for a period of not less than two (2) service weeks and be in a carrier status at the time of bidding. Any period between the last day of a route posting and first day of route awarding will not be counted towards the two (2) service weeks. An exception to this rule will be made in situations where the 204b's detail has been permanently ended.

MEMORANDUM OF UNDERSTANDING BETWEEN UNITED STATES POSTAL SERVICE/LOUISVILLE P.O. AND NATIONAL ASSOCIATION OF LETTER CARRIERS, BRANCH 14 LOUISVILLE, KY

Re: Louisville Delivery Units

The parties agree to the following provisions pertaining to the identification of the delivery units within the Louisville Post Office and the establishment of Reserve Letter Carrier positions.

 For the life of this agreement, the delivery units identified at Item 4, Section B, of the current LMOU (Article 30) will be amended to identify the following delivery units within the Louisville installation for the May 2016 – September 2019 LMOU:

DELIVERY UNITS

Downtown - 40202, 40204 Annshire - 40205 Crescent Hill - 40206 Martin Luther King - 40211, 40212 Shively - 40216 Okolona - 40219 Hikes Point - 40220 Lyndon - 40241, 40242 Middletown - 40243 Jeffersontown - 40299

Downtown – 40203, 40208, 40210 Annshire – 40213, 40218 St. Mathews – 40207 Iroquois - 40209, 40214, 40215 Shelby – 40217 Okolona – 40229 Lyndon – 40222 Fern Creek – 40228, 40291 Pleasure Ridge Park - 40258, 40272

- 2. In our joint effort to accommodate the needs of the Postal Service and to maximize full-time employment, the parties agree that sixteen (16) full-time Reserve Letter Carrier (RLC) bid positions will be established within the installation as soon as practicable after the signing of the 2016 2019 LMOU.
- 3. The parties shall jointly monitor and explore measures of assigning duties to these positions that could better facilitate the needs of the service. As we make efforts to expand the roles and efficiency of the RLC assignments, these positions shall temporarily be identified as Leave Replacement Carrier (LRC) positions.
- 4. Any adjustments to these positions will not be considered an improper minor route adjustment in accordance with the provisions and relative agreements listed in the National Agreement.
- 5. The parties shall meet in the month of November, on an annual basis, to discuss and reassess the evolving needs of the service and the disposition relative to the RLC positions. Either party may, at that discussion, decide to withdraw its obligations listed within this agreement and this MOU shall be declared expired and invalid.

Date: November 14, 2017

MEMORANDUM OF UNDERSTANDING BETWEEN UNITED STATES POSTAL SERVICE/LOUISVILLE P.O. AND NATIONAL ASSOCIATION OF LETTER CARRIERS, BRANCH 14 LOUISVILLE, KY

Re: Collection Route Evaluations, Collections Unit Abolishment and Reassignment of Collection Duties within the Installation.

In efforts to improve service with collection duties and assignments within the Louisville Post Office, and with the consideration to the rights and interest of the employees who are permanently assigned to the collections unit, the local parties agree to the following applications pertaining to route adjustments, unit abolishment, and reassignment of collection duties:

- 1. The collections unit listed and identified at Item 4 of the parties LMOU will be abolished.
- 2. The collection duties within the Louisville Post Office will be reassigned to various delivery units within the installation.
- 3. Full-time letter carrier positions within the Louisville installation shall be maximized with the creation of combination (combo) routes by combining collection duties with existing auxiliary routes, or, by restructuring collection duties to create full-time collection assignments.
- 4. The restructuring of collection duties, selection of auxiliary routes, and final evaluations of delivery and collection duties will be performed by the representatives within the City Delivery Route Alternative Adjustment Process. Finalization of newly created or restructured assignments will be mutually determined by the Postmaster, or designee, and the President of Branch 14/NALC, or designee, before implementation.
- 5. In protecting the rights and interest of employees who are currently assigned to full-time positions within the collections unit, those employees will be entitled to exercise the use of their seniority by bidding on the assignments which are created through the restructuring of collection duties or maximization of letter carrier positions.
- 6. All remaining assignments after the bidding of assignments by the employees who are currently assigned to full-time positions within the collections unit will be posted for installation wide bidding.
- 7. The assignments created through the restructuring and maximization process will be satellite routes (routes not within a swing) and will have Saturday as the designated non-scheduled day.
- 8. The scheduling for vacancies of the assignments created in accordance with this MOU will be conducted in the following order and shall be a continuing Item for discussion in the next local negotiations:
 - a. Any available and qualified unassigned regular carrier or CCA within the delivery unit not on a hold-down.
 - b. Any available and qualified carrier who is listed on the ODL within the delivery unit.
 - c. Any qualified CCA within the delivery unit who is on a hold-down. In such situations, the CCA will be "temporarily" bumped and the work hour guarantee listed at Item 22.H.3 of the LMOU will be in effect.
 - d. Any available and qualified CCA from outside of the delivery unit.

9. To comply with provision number eight (8), management will make a reasonable effort to train letter carriers who desire to perform the duties of the assignments created through the processes of this MOU to meet the qualifications necessary to perform the duties of those assignments.

The parties further agree that due to the evolving needs of the Postal Service, continued monitoring and evaluation of the assignments created in this MOU may be necessary to ensure the efficiency of the assignments. With this acknowledgement, it is agreed that the Louisville Postmaster, or designee, will bargain in good faith and include the President of Branch 14/NALC, or designee, in all future discussions and decisions relative to the disposition of collection assignments within the installation.

Date: November 14, 2017

MEMORANDUM OF UNDERSTANDING BETWEEN UNITED STATES POSTAL SERVICE/LOUISVILLE P.O. AND NATIONAL ASSOCIATION OF LETTER CARRIERS, BRANCH 14 LOUISVILLE, KY

Re: Defining a Residual Vacancy and Process for Assigning Residual Vacancies to Newly Converted Full-Time Regulars.

The parties agree to the following provisions relative to a City Carrier Assistant (CCA) conversion to full-time regular and assignment process to a residual route:

- 1. To define a "Residual Vacancy" as an assignment that has been posted just once on an installation wide posting with no successful bidder.
- 2. When a CCA is converted to full-time regular, he/she will be assigned a residual assignment in accordance with the "Full-Time Regular Opportunities City Letter Carrier Craft" MOU listed in the National Agreement. However, the local parties agree that a CCA will be permitted to select his/her residual assignment in the following manner:
 - a. When there is an equal, or fewer, number of CCA's being converted to full-time regular, as to the number of residual routes available for selection, the CCA's will select an assignment, by seniority, from a list of all identified residual vacancies.
 - b. When there are more CCA's being converted to full-time regular, as to the number of residual routes available for selection, the selection of residual assignments will be done by seniority, however; the senior CCA(s) shall have the option of becoming an unassigned regular and the

- junior CCA(s) will be required to select a residual vacancy based on the number of residual routes available.
- c. Prior to reporting for an arbitrary assigned route, a newly converted full-time regular shall have the discretion of starting their arbitrary assignment or to remain at their current assigned delivery unit for one (1) "full" route posting/bid cycle prior to being required to start their arbitrary assignment.
- d. Newly converted full-time regulars who elect to remain at their assigned delivery unit for one
 (1) route posting/bid cycle, will start the arbitrary assignment on the award date for that posting.
- 3. In situations where a newly converted full-time regular is on a hold-down, he/she may not be required, but may volunteer, to start the arbitrary assignment at his/her discretion.
- 4. A newly converted full-time regular who elected to become an unassigned regular will continue the selection process listed in this MOU until he/she is assigned an arbitrary assignment as residual routes become available.

Date: November 14, 2017