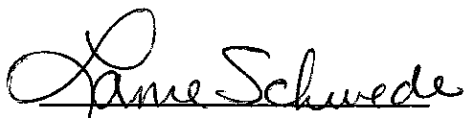


LOCAL MEMORANDUM OF UNDERSTANDING
BETWEEN
UNITED STATES POSTAL SERVICE
MAYFIELD KY 42066

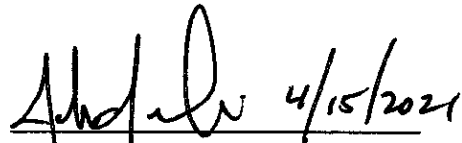
AND

LOCAL NALC BRANCH 2156
MAYFIELD KENTUCKY 42066

APRIL 25TH, 2021



PRESIDENT NALC 2156
LANCE SCHWEDE



POSTMASTER
JOSH JENKINS

RE: Local Enforceable agreement:

This Local Memorandum of Understanding (LMOU) sets forth the agreement between the Mayfield Post Office and the NALC Branch 2156 Mayfield Installation. This LMOU articulates the local enforceable agreement between the NALC and the Postal Service on the NALC-USPS Joint Contract Agreement (2019-2023) negotiable work rules and other terms and conditions of employment.

Should any part of this agreement contained herein be rendered or declared invalid by reason of any existing or subsequent enacted legislation or by a court of competent jurisdiction, such invalidation shall not invalidate the remaining portions of this agreement.

PREAMBLE:

This agreement (now completely grandfathered in), referred to previously as the November 18th, 2018 Local Memorandum of Understanding (or as the 2016-2019 Local agreement) is entered into on the 25th day of April 2021 (shall now be called the 2019-2023 LMOU) by and between the Mayfield Kentucky Post Office (or the "employer" or "management") and the Mayfield Local Branch 2156 of the National Association of Letter Carriers, AFLCIO (or the "Union")

**ARTICLE 1
RECOGNITION**

The installation shall be recognized as the Mayfield Kentucky Post Office, Management as the representative, consisting of the Postmaster and the Customer Service Supervisors assigned to the office, of which two (2) may represent management in the local negotiations. The Union shall be Branch 2156 of the National Association of Letter Carriers, AFL-CIO which shall be the sole bargaining unit for personnel assigned to the letter carrier craft of the installation and represented by the President and/or the Vice President or Treasurer, for a total of two (2) representatives for the purpose of local negotiations. Only those principles designated above may re-negotiate or modify the terms and conditions of the Local Memorandum of Understanding. Local Branch 2156, National

Association of Letter Carriers, AFL-CIO is certified at the National Level and fully recognized as the exclusive bargaining agent for all personnel at the Mayfield Kentucky Post Office assigned to the Letter Carrier Craft.

Local Policies and Procedures

Article 30

1. Wash Up Time

- Every letter carrier will be granted a reasonable time when dealing with dirty and toxic materials.

2. The Establishment of a Regular Work Week of Five Days with Fixed or Rotating Days Off.

- Carriers shall 2 swings of rotating days off. The carrier technician shall have his pick of 5 available routes (meaning choice of the routes that pair up together). Management may allow a carrier to take his/her day off with them when switching routes. This shall consist of the carrier technician's assignment.

3. Guidelines for the Curtailment or Termination of Postal Operations to Confirm to Orders of Local Authorities or as Local Conditions Warrant Because of Emergency Conditions.

- It is recognized by both parties that on occasion emergency conditions may exist which would encourage the employer to consider that curtailment of mail. In cases of such emergency conditions, the employer will, prior to making a decision to curtail the mail, inform local union officials and consult local authorities and take into consideration such factors as:
 - The degree of emergency as stated by and acted upon by responsible governmental authorities
 - The requirements and reactions of its customers to the emergency
 - The accessibility of postal operations, and its customers to the employer and employee.
 - The safety and health of its employees
 - Whether postal trucks can deliver mail from the processing plants
 - Whether local police or state officials have declared the roads unsafe and ask the public to stay off of them for their own safety.

4. Formulation of Local Leave Program

- Sign up for annual leave begins December 1st and ends December 15th
- Carriers will submit choices denoted 1st and 2nd choice.
- There will be one (1) slot January 1st – March 31st, the Monday of Thanksgiving week- week containing December 15th. There will be two (2) slots April 1st - November (ending Saturday before Thanksgiving). This leave is grandfathered into the LMOU.
- Carriers who become ill while on annual leave during the choice period shall allowed to have another selection during the choice period in accordance with Article 10.
- All cancellations shall be re-posted as soon as management is notified of the cancellation. Cancellations must be given 7 days prior to the first day of annual leave. This re-posted annual leave is first come first serve basis.
- There shall be no exchanging of leave unless mutually agreed upon by both management and the local Union
- Transferring employees will be granted annual leave as previously scheduled and approved in their prior office.
- No carrier will be called into work while on annual leave unless emergency conditions exist.
- Military leave will not be counted as part of a carrier's selections for the choice period, nor will it be counted against the branches' quota for choice period.
- Annual leave taken under the provisions of FMLA will not count as part of a carrier's selections for choice period, and will not count as part of the branches' quota.
- Management will post the leave chart as soon as it has been completed
- When Management determines the availability of leave that has not be requested it shall dispense by the following format (day of leave or selling back leave):
- Rotating basis by seniority with records kept by Union Carrier Representatives

5. The Duration of the Choice Vacation Period

- The choice vacation period shall begin with the beginning of the leave year and end the week including December 15th.

6. The Determination of the Beginning day of an Employee's Vacation Period

- The leave week during choice vacation periods shall be Monday through Saturday

7. Vacation Selection Options

- Carriers earning 13 days of annual leave per year may request up to 10 days during choice scheduling period on the first choice. Remainder up to maximum earned leave may be taken on the 2nd round of choice leave.
- Carriers may request these 10 days be one period of 10 days or 2 periods of 5 days anything less than 5 days still counts as 1 choice
- Carriers earning 20 to 26 days if annual leave per year may request up to 15 days during the choice scheduling period on the first choice. Remainder up to maximum earned leave may be taken on the 2nd round of choice leave.
- These carriers may request leave as follows:
 - One period of 15 days, (3)-5 day periods, (1)- 10 day period and (1)-5 day period
 - CCAs will be allowed to schedule one week of leave during the choice period at the end of the 1st round by relative standing, the cca must have the leave available at the time of the leave or the leave must be given back completely. This is in accordance with the pre-arbitration decisions on CCAs annual leave.

8. Jury Duty and National or State Conventions

- Jury Duty will not be counted as part of the quota of carriers off during the choice period. A carrier attending a National or State Convention during the choice vacation period will be counted in the number of carriers off during that period, if the dates are not given to Management prior to the vacation scheduling process the leave will be counted towards the number off quota. Carriers will notify Management by December 1st of their participation in these events so that the week or weeks involved will be slotted and reserved for such occasions. Union officials and carriers will always be granted leave for these occasions.

9. Determination of Maximum Number of Employees Off

- January 1st -March 31st will have one carrier slot,
- April 1st -Saturday Before Thanksgiving Week will have 2 carrier slots
- Thanksgiving week- week containing December 15 shall have 1 slot
- Carriers will be allowed to program their maximum vacation days earned up to 5 weeks

10. Issuance of Notices of Approval

- A copy of a signed PS Form 3971 by the responsible supervisor will be returned to each carrier within 3 days after the completion of the leave procedure.

11. Determination of Leave Year and Notification

- No later than November 1st of each year, management will notify all carrier craft employees of the beginning date of the new leave year.

12. Submission of Incidental Leave

- PS Form 3971 submitted in duplicate to the responsible supervisor within 30 days of the requested dates
- Ps Form 3971 will be returned within 3 business days, if the form is not returned within this time frame then the leave is automatically approved.
- If leave is denied and later becomes available the 1st denied leave is reconsidered 1st
- If there is no carrier on annual leave, one spot will be guaranteed for incidental annual leave.

13. Holiday Scheduling

- Part time flexible to the maximum extent possible even if overtime is required
- Regular volunteers working holiday by seniority
- City carrier assistants to the maximum extent possible even if overtime is required
- Regular volunteers working NS days by seniority
- Regular non volunteers working ns days by inverse seniority
- Regular non volunteers working holiday by inverse seniority

14. Overtime Desired List

- The Mayfield Post Office has only 1 section/tour and will be designated as such

15. Number of Light Duty Requests

- Management shall make every effort to employ letter carriers in their own station for light duty assignments. These assignments might not consist of 8 hours a day but must be looked upon based on the carrier's individual medical needs. It is agreed that all requests for light duty in the letter carrier craft of the Murray Post Office shall be considered on the merit by local management in consultation with local Union officials. After this consultation, employees may be granted light duty that is consistent with their medical/ constraints when it is mutually agreed that light duty work is available. These hours may or may not be within the carrier's normal 8- hour work schedule. Therefore, out of schedule premium will not apply.

16. Reserving Light Duty Assignments

Management and the Union shall strive to make modifications to the affected employee's assignment based on the limitations or restrictions. Assignments shall not be made at the detriment of the bid position. If necessary, management will reduce the hours of the supplemental work force to provide light duty assignments.

17. Identification of Assignments of Light or Limited Duty

- Assignments will be any work within the carrier craft that meet the injured carrier's medical restrictions, without being a detriment to regular assignments, will be afforded.

18. Identification of Assignments for Purpose of Reassignments

- A section shall be defined as a delivery unit throughout the Mayfield Post Office

19. Assignment of Parking Spaces

- Parking is first come first serve

20. Annual Leave to Attend Union Activities Requested Prior to Choice

- Annual leave to attend Union activities requested prior to the determination of the choice vacation schedule will not be part of the total choice vacation period.

21. Seniority Reassignment and Posting

- When assignments are up for bid, Management shall notify the local Union as to such assignments. The local Union will meet on the 5th day after the assignment is posted to finalize the bidding process. Starting from top to bottom of the seniority roster until the assignment is filled. This procedure will continue until there is a residual vacancy. Only the winners of the bidding assignment procedure shall fill out PS form 1717 and return it to the supervisor.
- All carriers shall be notified of the date and time of the bidding meeting
- Notices to carriers on annual leave or sick leave will be mailed to his or her address
- Letter carrier assignments will be posted when there is a change of more than one hour
- If an assignment is changed by 25% or more of the possible number of deliveries (this includes the addition to and removal of deliveries), at the employee's discretion, he/she may invoke that all bid assignments below that employee in seniority shall go up for bid.
- Article 41.3.0 is in effect
- A full- time carrier called into work on a n/s day shall work his or her duty assignment provided there is a vacant route on the swing for the carrier technician to be assigned. Otherwise, the carrier working a n/s day will be worked as needed
- The carrier technician can at his/her option move to an open route on his swing

- Employees on the ODL that have annual leave preceding and/or following ns days will not be required to work, however if desired can notify the supervisor of the availability to work those ns days.