

Local Memorandum of  
Understanding  
2019 - 2023  
United States Postal Service  
Frederick, MD  
and  
The National Association  
of  
Letter Carriers  
Merged  
Branch 3825

**1. ADDITIONAL OR LONGER WASH-UP PERIODS**

Each letter carrier will be granted reasonable amount of time for wash up.

**2. THE ESTABLISHMENT OF A REGULAR WORK WEEK OF FIVE DAYS WITH EITHER A FIXED OR ROTATING DAYS OFF**

All letter carrier routes shall be on a rotating days off schedule, with the work week running from Saturday through Friday.

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

- A. When an employee is unable to report to work because of an Act of God, and all proper postal procedures have been initiated, a liberal annual leave program shall prevail.
- B. No letter carrier shall be required to deliver mail when their personal safety would be imperiled. Employee's safety shall supersede any other consideration.
- C. In the event postal operations are curtailed because of weather, Act of God or civil disturbances, scheduled employees may be granted administrative leave until operations resume.
- D. Management shall consider information from local authorities in regard to any emergency, storm, flood, fire, etc. that may be an endangerment to life or limb or the people in the affected area.

#### **4. FORMULATION OF LOCAL LEAVE PROGRAM**

- A. Beginning January 5, city carriers and CCA carriers will be consulted in order of seniority for their Choice vacation period selections. The process will be completed by January 31<sup>st</sup>.
- B. The leave calendar shall be passed throughout the carrier workforce by seniority.
- C. A choice leave selection may be cancelled no later than ten (10) days prior to the beginning date of the week in question. Cancellations of less than ten (10) days will be mutually agreed upon by Mgt. and the Union.
- D. No Choice vacation period may be cancelled by an employee without notifying the union and supervisor in writing.
- E. Surrendering of choice vacation periods, must be in units of full weeks. All cancellations shall be reposted for five (5) calendar days.
- F. Exchange or swapping of annual leave during the choice vacation period will not be allowed.
- G. Military leave will not be charged to the choice vacation period. Military leave will not count against the quota for the choice period. This can be renegotiated if more than two (2) carriers are in reserves during choice period (yearly).
- H. Item 4 also applies to City Carrier Assistants (CCA's)

#### **5. DURATION OF CHOICE VACATION PERIOD**

- A. The choice vacation period will be from the first full week in May through the last full week in September, including two weeks following Christmas.

6. **DETERMINATION OF THE BEGINNING DAY OF AN EMPLOYEE'S VACATION PERIOD**

A. Vacation periods will start on the calendar week, Sunday through Saturday, except two (2) full weeks following Christmas when leave will begin on December 26.

7. **WHETHER EMPLOYEES AT THEIR OPTION MAY REQUEST TWO SELECTIONS DURING THE CHOICE VACATION PERIODS IN UNITS OF FIVE (5) OR TEN (10) DAYS**

A. Employees at their option shall be granted two selections during the choice vacation period in one (1) work week or two (2) work weeks consecutively not to exceed three (3) work weeks as allowed under Article 10, section 3D, 1 and 2 of the National Agreement. This will be done in two (2) rounds of bidding.

B. Following the career carrier choice leave selection process, City Carrier Assistant employees (CCA) will be consulted in relative standing order, to select 5 consecutive days of available annual leave during the choice vacation period. Approval of such a request is contingent on the employee having an anticipated earned annual leave balance of at least forty (40) hours of annual leave at the time the leave is taken. If at the time the leave is taken the employee is short up to two (2) days of leave, the shortage of leave will be considered non-scheduled for the remainder of the leave period.

8. **WHETHER JURY DUTY AND ATTENDANCE AT NATIONAL OR STATE CONVENTIONS SHALL BE CHARGED TO THE CHOICE VACATION PERIOD**

A. Jury duty will not be considered as part of the quota of carriers off during the choice vacation period.

B. When a National or State Convention is held during the choice vacation period, two (2) carrier attending these functions will not be considered part of the quota of carriers to be off.

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

- A. The number of carriers granted annual leave, during the choice vacation period, shall be calculated on the basis of a minimum of 13% of the total carrier work force including City Carrier Assistants each week by Dec. 31<sup>st</sup> each year.
- B. Weeks not filled after the choice vacation calendar has been circulated twice shall revert to 8% off of incidental leave (non-choice leave). This leave will be taken in allotments of 4 hours or more, days and/or weeks, on a first come, first-served basis, with seniority prevailing when two or more requests are received on the same day for the same period. This leave may be put in for any time after the ending date of the second circulation and up to the Tuesday preceding the service week in which the leave begins.
- C. In instances where computing the percent does not result in a whole number, and the fractional result is 0.5 or higher, the next whole number shall be considered the correct figure.

10. **THE ISSUANCE OF OFFICIAL NOTICES TO EACH EMPLOYEE OF THE VACATION SCHEDULE APPROVED FOR SUCH EMPLOYEE**

- A. Annual leave will be granted unless Form 3971 is returned with a denial within 48 hours after submission, Sundays and non-working holidays not included.

11. **DETERMINATION OF THE DATE AND MEANS OF NOTIFYING EMPLOYEES OF THE BEGINNING OF THE NEW LEAVE YEAR**

- A. As soon as management receives official notification of the beginning of the new leave year, it shall be placed on the bulletin boards.

12. **THE PROCEDURES FOR SUBMISSION OF APPLICATIONS FOR ANNUAL LEAVE DURING OTHER THAN CHOICE VACATION PERIOD**

- A. The minimum number of carriers including City Carrier Assistants off during the non-choice period will be 8% per day.
- B. Annual leave will be granted unless form 3971 is returned with denied within 48 hours after submission, Sundays and non-working holidays not included.
- C. Other annual leave, granted during the year, shall be granted on a first come, first- served basis, with seniority prevailing when two or more requests are received on the same day for the same period.
- D. In order to protect the rights of both management and employees, it is recommended that Form 3971 be filled out in triplicate, and the supervisor acknowledge receipt by indicating the date it was received, but not necessarily approval of. Form 3971's (Leave slips) submitted on Sundays or non-working holidays will be considered received the next business day.
- E. All requests for annual leave can be submitted in increments of 4 hours or more, days and/or weeks.
- F. Requests for annual leave may be submitted six (6) months in advance of the leave date.
- G. All other than choice leave submitted on a PS Form 3971 will be approved or disapproved in their entirety, or cancelled in their entirety. Leave may be cancelled no later than ten (10) days prior to the day the schedule is to be made for the week containing the leave in question. Cancelled leave will be posted for a minimum of five (5) calendar days.

### **13. THE METHOD OF SELECTING EMPLOYEES TO WORK ON A HOLIDAY**

- A. At least seven days prior to the Tuesday preceding the holiday week, a notice will be posted seeking volunteers to work the holiday. The

deadline to sign the holiday volunteer list will be 5 PM the Monday before the Tuesday posting.

B. Management will select carriers to work on holidays in the following order:

1. Part-time Flexibles
2. Full-time regulars who volunteer in order of seniority.
3. City Carrier Assistants
4. Full-time regular employees who do not volunteer to work on their holiday or their designated holiday in order of inverse seniority.
5. Full-time regular employees who do not volunteer to work on their nonscheduled day in order of inverse seniority.

**14. WHETHER OVERTIME DESIRED LISTS IN ARTICLE 8 SHALL BE BY SECTION OR TOUR**

A. Frederick Maryland Post Office shall be defined as a section.

**15. THE NUMBER OF LIGHT DUTY ASSIGNMENTS WITHIN EACH CRAFT OR OCCUPATIONAL GROUP TO BE RESERVED FOR TEMPORARY OR PERMANENT LIGHT DUTY ASSIGNMENTS**

A. It is agreed that management will make every effort to use carriers that are on light duty to perform available work within their restrictions.

**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**

A. The employee must submit a written request for light duty assignment to the Installation head. Every effort will be made to provide such employee with light duty work within their own craft,

section or tour while not adversely affecting any member of the regular work force.

**17. THE IDENTIFICATION OF ASSIGNMENTS THAT ARE TO BE CONSIDERED LIGHT DUTY WITHIN EACH CRAFT REPRESENTED IN THIS OFFICE**

A. Light duty assignments for carrier craft employees will include, but are not limited to:

1. Casing and delivery of the individuals own assignment within their restrictions
2. Delivering Express mail
3. Labeling Carrier cases
4. Providing auxiliary assistance
5. Updating Carrier route books
6. Collections
7. Amazon Fresh
8. Answering phones
9. Labeling cluster boxes

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

A. It is agreed that the Frederick Post Office and its stations and branches shall be known as an installation.

**19. THE ASSIGNMENT OF EMPLOYEE PARKING SPACES**

A. Designated parking spaces on Postal Service property in excess to the needs of the Postal Service shall be available to the employees on a first come, first-served basis.



**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**

- A. The first employee who informs management prior to the determination of the choice vacation schedule that they need leave during choice to attend Unions activities will not be considered part of the total choice vacation plan. Any additional request will be part of the total choice vacation plan.

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

- A. When a letter carrier 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 posting procedures in this Article.
- B. Letter carrier assignments shall not be posted when there is a change of more than one (1) hour.
- C. Notice inviting bids for letter carrier craft assignments and for such other assignments to which a letter carrier is entitled to bid, shall be posted on the official bulletin board for ten (10) days. Copies of the notice shall be given to the local union. When an absent employee

has so requested in writing, stating a mailing address, a copy of any notice inviting bids from the craft employees shall be mailed to the employee by the Installation head.

- D. A full-time regular carrier called in to work on a non-scheduled day shall work his or her full-time duty assignment provided there is a vacant route on the string to which the (T-6, utility carrier) may be assigned. Otherwise, the carrier working on a non-scheduled day will be assigned where needed.

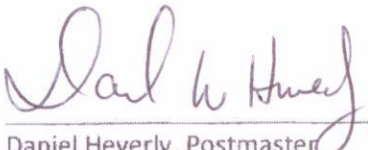
## **22. LOCAL IMPLEMENTATION OF THIS AGREEMENT RELATING TO SENIORITY, REASSIGNMENTS AND POSTINGS**


- A. Notice inviting bids shall be posted on an installation wide basis.
- B. Letter carriers shall make their bids in writing to the carrier bid box by 10:00 AM on the final day. When more than one assignment is posted, letter carriers shall have the right to bid for all assignments, stating their preference (1<sup>st</sup> choice, 2<sup>nd</sup> choice, and 3<sup>rd</sup> choice). A Steward or other union representative shall be present when the bids are opened.
- C. Temporarily vacant full-time craft duty assignments of anticipated duration of five (5) days or more, shall be posted by management for bidding by all full-time reserves, unassigned regulars and part-time flexible letter carriers and eligible City Carrier Assistants.
- D. Bids on temporarily vacant full-time craft assignments must be turned in by 10:00 AM on the Tuesday preceding the service week in which the assignment begins. The supervisor will keep copies of the bids on file for inspection by union officials for the duration of the bid. Bids should be in duplicate form and the supervisor should sign it.

## 2019 - 2023 Local Memorandum of Understanding

This Memorandum of Understanding is entered into on May 3, 2021 at the Frederick, Maryland Post Office, between the representatives of the United States Postal Service and the designated agent of the National Association of Letter Carriers, pursuant to the Local Implementation Provision of the 2019 - 2023 National Agreement.

This Memorandum of Understanding constitutes Union-Management cooperation between the National Association of Letter Carriers, Branch 3825, Rockville, Maryland Merged and Management of the United States Postal Service, Frederick, Maryland. It is understood that policy items in this agreement shall remain in effect and not be unilaterally changed.

 5/3/21  
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Daniel Heverly, Postmaster                      Date  
Frederick, Maryland

 5-3-2021  
\_\_\_\_\_  
Kenneth Lerch, President                      Date  
National Association of Letter Carriers  
Merged Branch 3825  
Rockville, Maryland