

**Local Memorandum of Understanding  
Between U.S. Postal Service and the  
National Association of Letter Carriers.  
Germantown, Maryland 20874  
2006**

## **LOCAL AGREEMENT**

### **PREAMBLE**

This MEMORANDUM OF UNDERSTANDING, entered into on November 9, 2007 at Germantown, Maryland, between the representative of the United States Postal Service and the designated agent of the Union signatory to the National Agreement, Branch 3825 of the National Association of Letter Carriers, pursuant to Article 30 of the National Agreement, constitutes the entire agreement on matters related to local conditions of employment.

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

Any Letter Carrier will be granted such time as reasonable and necessary for washing up after performing dirty work or incident to personal needs.

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

The regular work week will consist of five days, with rotating days off, provided that when the needs of the service prescribe, and the Local Union agrees, a given assignment may have fixed days off.

**B-3 GUIDELINES FOR THE CURTAILMENT OR TERMINATION OF POSTAL OPERATIONS TO CONFORM WITH THE ORDERS OF LOCAL AUTHORITES OR AS LOCAL CONDITIONS WARRANT BECAUSE OF EMERGENGY CONDITIONS.**

- A. It will be management's responsibility to determine when these conditions exist, in consultation with the local Union President or his/her designee, taking into consideration the safety and health of Postal Employees at all times.
- B. In making this decision, management will consider the availability of public transportation, actions taken by other Federal or Local Authorities, road conditions and other relevant information.
- C. When the situation is general rather than personal in scope, appropriate leave will be granted to Postal Employees.

#### **B-4 FORMULATION OF LOCAL LEAVE PROGRAM**

- A. The objective of both Union and Management in this local leave program is to provide the maximum benefit to all employees.
  
- B. Prior to January 15th, or the first work day thereafter, management will meet with the Shop Steward to determine the amount of leave to be made available each week during the choice vacation period. At that time the Shop Steward will notify management of the dates of the Union Convention and their intentions of attending.
  
- D. Beginning on January 15th, or the first workday thereafter, management shall contact the senior employee as to his/her choice of vacation period and so record it. After the senior carrier has picked his/her choice, the supervisor will proceed to the next senior employee for his/her choice, and so on down the seniority list until all carrier craft employees have made choices for vacation leave. When management places the carrier's name on the leave calendar, the employee will then complete Form 3971 in duplicate. The duplicate will be signed and approved by management and will be returned to the submitting employee. When a carrier's turn by seniority comes, he/she shall be responsible for immediately making a choice or forfeit their priority to use seniority at that time and is passed over. However, this employee will have the option to contact his/her supervisor at any time during the selection period and make his/her vacation selection from the openings which are still available.
  
- E. After all career employees have been offered their opportunity for choice leave, the calendar will be complete. The completed calendar will be posted no later than February 5th or the first work day thereafter.
  
- F. The first employee to submit a leave slip for a closed date will have his/her name added to the calendar. If leave is

cancelled that employee will be approved. All other employee leave submissions for cancelled leave will follow the procedures of B-4 Section G.

G. All cancellation of choice vacation leave must be submitted to management in writing a minimum of 14 days prior to the first day of said leave. This leave shall be reposted for a period of 7 days from the date management is notified.

H. Leave Without Pay (LWOP) may be granted for Union business.

I. Management shall be responsible for the day-to-day administration of seniority rules concerning leave.

**B-5 DURATION OF CHOICE VACATION PERIOD**

The choice vacation period shall begin the third Sunday in March throughout twenty-eight (28) consecutive weeks, plus the week of Thanksgiving.

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

An employee's vacation period shall run Sunday through Sunday for all Letter Carriers.

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

Letter Carriers, at their option, may request two selections during the choice vacation period in Units of either five (5) or ten (10) days, not to exceed 15 total days, in accordance with leave earned annually.

**B-8 WHETHER JURY DUTY AND ATTENDANCE AT NATIONAL OR STATE CONVENTION SHALL BE CHARGED TO THE CHOICE VACATION PERIOD**

A. Any Letter Carrier who is called for Jury Duty during their scheduled choice vacation period will be granted another available selection within the choice vacation period without jeopardizing the rights of other employees during the week in question.

B. Attendance at Union Conventions will not be considered part of an employee's choice vacation Period.

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

The amount of leave to be made available will be fourteen (14) percent. If the computation does not result in a whole number, and the fractional result is .50 or higher, the next whole number will be considered the correct figure.

**B-10 THE ISSUANCE OF OFFICIAL NOTICE TO EACH EMPLOYEE OF THE VACATION SCHEDULE APPROVED FOR SUCH EMPLOYEE**

The 3971's for vacation periods shall be filled out in duplicate. Management will sign them as approved, returning the second 3971 as a receipt.

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

The date of the beginning of the new leave year will be posted on official bulletin boards no later than November 1st of the preceding year.

**B-12 THE PROCEDURES FOR SUBMISSION OF APPLICATIONS FOR ANNUAL LEAVE DURING OTHER THAN CHOICE VACATION**

A. Beginning on the first work day of December, Management will start accepting application for annual leave for the other than choice vacation period of the next leave year.

B. The amount of annual leave to be made available for other than choice vacation period shall be five (5) percent of the total work force. If computation does not result in a whole number, and the fractional result is a .50 percent or higher, the next whole number will be considered the correct figure.

C. After the choice vacation has been selected and the calendar closed, all leave will be handled as an incidental leave request and a minimum of 5% leave will be approved. Example- 2 employees have approved choice vacation for a specific week, the calendar has been closed and posted. If another carrier submits an annual leave request for that week at a later time, it must be approved if the minimum 5% requirement has not been reached. 50 Carriers in the workforce, computed at 5% is 2.5, therefore rounded to three (3) and management would then be committed to allowing another employee leave for the time requested.

D. The employee will physically hand Forms 3971 to management in triplicate. Management shall initial all three copies and note the date and time of receipt. Within three (3) working days the second copy will be returned to the employee as approved or disapproved. The original will be kept by management and filed for future reference. Any second 3971 not returned within three (3) working days will be considered approved.

E. All non-choice leave of 40 hours or more will be granted on a first-come, first-serve basis, with seniority prevailing when received on the same day. All other incidental leave will be on a first-come, first served basis.

F. All Non-Choice leave requests of 40 hours increments must be taken or cancelled in 40 hour increments. Non-Choice cancelled leave will not be reposted. Instead, all 40 hour non-choice leave cancellations will revert to Non-Choice leave available under the guidelines of B-12.

G. The first employee to submit a leave slip for a closed date will have his/her name added to the calendar. If leave is cancelled that employee will be approved.

H. Prior approval of leave is not required for an emergency situation affecting the physical health or well being of an employee or member(s) of his or her family. In the event such emergency causes an employee to have insufficient leave to cover scheduled choice vacation, Leave Without Pay (LWOP) will be granted at the request of the employee.

**B-13 THE METHOD OF SELECTING EMPLOYEES TO WORK ON A HOLIDAY**

A. Prior to posting the schedule for the holiday week, management will request volunteers to work their holiday/designated holiday and non-scheduled day.

B. After management has determined the number of employees required, the order of selection shall be as follows:

1. Casuals
2. Part-time Flexibles
3. Full-time regular volunteers by seniority on their designated holiday.
4. Transitional Employees
5. Full-time regular volunteers by seniority on their non-scheduled day.
6. Employees on their designated holiday by reverse seniority.
7. Employees on their non-scheduled workday by reverse seniority.

**B-14 WHETHER "OVERTIME DESIRED" LISTS WILL BE BY SECTION AND /OR TOUR**

Each delivery unit shall comprise a section with its own ODL

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

Management will make every reasonable effort to place any needing employee in a light duty assignment.

**B-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. Upon written request 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.

B. In order to reserve a sufficient number of light duty assignments, it is agreed that these assignments shall be taken from those presently worked by part-time flexible employees or other supplemental work force within the Letter Carrier craft, where it is determined the assignment is with in the employee's physical capabilities.

**B-17 THE IDENTIFICATION OF ASSIGNMENT THAT ARE TO BE CONSIDERED LIGHT DUTY WITH EACH CRAFT REPRESENTED TO THE OFFICE**

Light Duty assignments, for Letter Carriers, may include but not limited to:

- A. providing auxiliary assistance
- B. delivering Express mail
- C. carrier case labeling
- D. rewriting carrier route books
- E. collections
- F. apartment box labeling
- G. VOMA assistance
- H. CFS mail preparation

**B-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**

The entire installation shall comprise a section.

**B-19 THE ASSIGNMENT OF EMPLOYEE PARKING SPACES**

A. Any handicapped employees shall have reserved parking spaces.

B. After provision for Government vehicles, management and customer, all other parking will be on a first-come, first-serve basis.

C. Management will furnish a bicycle rack.

**B-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**

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

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

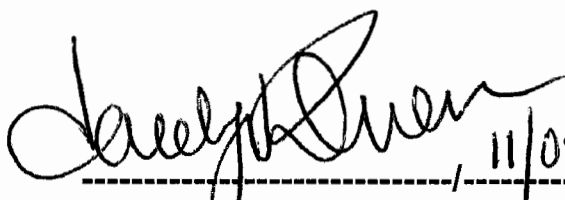
A. The schedule for wearing summer or winter uniforms will continue to be as established by management, however when unusual changes of weather occur, a Carrier may request to be allowed to wear a winter uniform in the summer time and vice-versa, and such request will not be unreasonably denied.

B. Safety and Health and Labor/Management meetings will take place no less frequently than once a quarter at such time as is acceptable to management and the local Union President and his/her designee.

C. Posting and bidding will be administered in accordance with Article 41 provided that management agrees to make a reasonable effort to provide for and employee to work a gaining assignment for at least five (5) days while still having the opportunity to bid back onto his/her assignment.

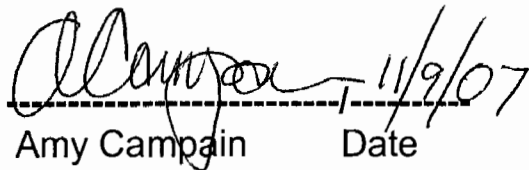
D. Letter Carrier routes will not be posted for bid when there is a change of starting time of more than one (1 hour).

E. When a Letter Carrier route or full-time duty assignment other than the Letter Carrier route(s) or full-time duty assignment(s) of the junior employee(s) is abolished at a delivery unit as a result of but not limited to route adjustment, highways, housing projects, all route 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 assignments(s) was abolished shall be posted for bid in accordance with the posting procedures in this Article.



11/09/07

Lakhjit Dheman      Date  
Postmaster  
Germantown



11/9/07

Amy Campain      Date  
Vice President  
NALC Br. 3825