

Local Memorandum of  
Understanding  
2013 - 2016  
United States Postal Service  
Germantown, Maryland  
and  
The National Association  
of Letter Carriers  
Merged  
Branch 3825

**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 AUTHORITIES OR AS LOCAL CONDITIONS WARRANT BECAUSE OF EMERGENCY 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. On December 1, or the first work day thereafter, management will meet with the union designee to determine the amount of leave to be made available each week during the choice vacation period. At that time the union designee will notify management of the dates of the Union Convention and the names of those with the intention of attending.
- C. Beginning on December 1, or the first workday thereafter, management or a union representative selected by the branch president, 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, management or union designee 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 management at any time up until December 31 and make his/her vacation selection from the openings which are still available. During the choice selection process, the choice vacation calendar, completed to date, will be posted daily, together with a seniority list of carriers who have been approved choice vacation selections.
- D. After all career employees have been offered their opportunity for choice leave, the choice calendar will be complete. The completed calendar will be posted no later than December 31 or the first work day thereafter.

- E. All cancellation of choice vacation leave must be submitted to management in writing a minimum of seven (7) days prior to the first day of said leave. This leave shall be reposted for a period of three (3) days from the date management is notified.
- F. Leave Without Pay (LWOP) will be granted for Union business.
- G. 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 first Monday in February through 52 consecutive weeks.

**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 THE 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 CONVENTIONS SHALL BE CHARGED TO THE CHOICE VACATION PERIOD**

A. Jury duty shall not be charged to the choice vacation period. 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.

B. Attendance at Union Conventions will not be considered part of an employee's choice vacation period. One additional slot will be made available for convention attendance purposes.

**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 for employees, will be twelve percent (12%) from Memorial Day through the Saturday following the nationally observed Labor Day holiday, Thanksgiving week and Christmas week; ten (10%) percent from the Monday before Easter through the Saturday before the nationally observed Memorial day and the week from the Monday after the nationally observed Labor day holiday through the Saturday following the nationally observed Columbus day holiday. All remaining weeks of the entire year will be computed at seven percent (7%). 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 NOTICES 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 THE 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 January 2, or the first workday thereafter, management or the union designee shall contact the senior employee as to his/her choice of other than choice vacation period and so record it. After the senior carrier has picked his/her choice, management/union designee 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 other than choice 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 management at any time during the selection period ending January 20 (or first workday thereafter) and make his/her vacation selection from the openings which are still available. Carriers will submit two selections in units of five days or one selection in a unit of ten days. Annual leave requests which exceed a carrier's available earned leave for the next year will be denied. The completed other than choice calendar will be posted by January 21, or first workday thereafter. During the other than choice leave process, the calendar, completed to date, will be posted daily, together with a seniority list of carriers who have been approved for other than choice vacation leave.

B. The amount of leave to be made available for employees during the other than choice vacation period will be twelve percent (12%) from Memorial Day through the Saturday following the nationally observed Labor Day holiday, Thanksgiving week and Christmas week; ten (10%) percent from the Monday before Easter through the Saturday before the nationally observed Memorial day and the week from the Monday after the nationally observed Labor day holiday through the Saturday following the nationally observed Columbus day holiday. All remaining weeks of the entire year will be computed at seven percent (7%).

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.

C. After the choice vacation and other than choice vacation calendar has been completed, all leave will be handled as an incidental leave request and a minimum of 7% leave will be approved (.50 or higher will be rounded up to the next whole number).

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 consideration. Any second 3971 not returned within three (3) working days will be considered approved.

E. All incidental leave will be granted on a first-come, first-served basis, with seniority prevailing when received on the same day.

F. All cancellations of other than choice vacation leave of 40 hours or more will be reposted for a period of three (3) workdays as soon as management is notified in writing. Management must know the leave will not be used at least seven (7) days prior to the requirement of posting the carrier schedule to have this leave reposted. Canceled leave will be posted in increments of 40 hours. The canceled period will be awarded by seniority in increments of 40 hours. The successful bidder will be notified within 72 hours. The successful bidder of a reposting must take or cancel leave in units of 40 hours.

G. 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 or non-scheduled day.
  
- B. After management has determined the number of employees required, the order of selection shall be as follows:
  - 1. Part-time Flexibles
  - 2. Full-time regular volunteers by seniority on their designated holiday
  - 3. City Carrier Assistants
  - 4. Full-time regular volunteers by seniority on their non-scheduled day
  - 5. Employees on their designated holiday by reverse seniority
  - 6. Employees on their non-scheduled workday by reverse seniority

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

The Germantown Post Office will comprise one section. The overtime desired list will be by section.

**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 the supplemental work force, followed by part-time flexible employees within the Letter Carrier craft, where it is determined the assignment is within the employee's physical capabilities.

**B-17 THE IDENTIFICATION OF ASSIGNMENTS THAT ARE TO BE CONSIDERED LIGHT DUTY WITHIN EACH CRAFT REPRESENTED IN 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 provisions for Government vehicles, management and customers, all other parking will be on a first-come, first-served 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 a request will not be unreasonably denied.

B. Safety/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 an 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 assignment(s) was abolished shall be posted for bid in accordance with the posting procedures in this Article.

## 2013 - 2016 Local Memorandum of Understanding

This Memorandum of Understanding is entered into on April 19, 2013 at the Germantown, 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 2013 - 2016 National Agreement.

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

  
Sharon Maclin, Postmaster  
Germantown, Maryland

Date

 4-19-2013

Kenneth Lerch, President  
National Association of Letter Carriers  
Merged Branch 3825  
Rockville, MD

Date

4-19-2013