

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

Preamble

This MEMORANDUM OF UNDERSTANDING is entered into on April 29, 2013, at Rockville, Maryland, between the representative of the United States Postal Service, and the designated agent of the union signatory to the National Agreement, National Association of Letter Carriers, Branch 3825, pursuant to the Local Implementation Provision of the 2013 National Agreement. This MEMORANDUM OF UNDERSTANDING constitutes the entire agreement on matters relating to local conditions of employment.

Article XXX- LOCAL IMPLEMENTATION

B-1 ADDITIONAL OR LONGER WASHUP PERIODS.

- A. Article VIII, Section 9, provides reasonable washup time for a Letter Carrier who performs dirty work.
- B. It is the position of the U. S. Postal Service that any Letter Carrier should be granted such time as is reasonable and necessary for washing up after performing dirty work or incident to personal needs as currently established.

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

The regular work week will consist of five days with rotating days off, except when the needs of postal operations determine otherwise, at which time the NALC representative and management mutually agree that any proposed assignment shall have a fixed day off.

B-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.

- A. It will be management's responsibility to determine when these conditions exist, in consultation with the local union president or designee, taking into consideration the welfare of postal employees at all times.
- B. When curtailment or termination of operations becomes necessary, postal operations will be terminated installation-wide or individually by branch or unit where community disasters such as extreme weather conditions, hurricanes, tornadoes, or civil disorders, to conform with orders of local authorities, exist and where the situation is general rather than personal in scope, appropriate leave may be granted to employees.

- C. When making a decision on whether or not to terminate operations, management will consider the availability of public transportation, actions taken by other federal, local jurisdictions, and authorities, closings of major thoroughfares and other relevant information.

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. Recognizing the desire of some employees to observe days which are of special interest to their ethnic or religious backgrounds, it is agreed that every reasonable effort will be made to grant such requests within the bounds of this Memorandum and the National Agreement.
- C. On November 1, or the first workday thereafter, the supervisors from each section will meet with the shop steward from that section to determine the number of career Carrier craft employees to be scheduled off each week during the choice and other than choice vacation period.

The underlined word in B-4C is being impassed. The union is seeking to delete the underlined word career. There is agreement on the remaining language in B-4, C.

Henneth Lerch

NALC

4-29-13

William Baister

USPS

- D. The first round of bidding will be choice, the second round of bidding will be called other than choice. Procedures for other than choice can be found in B-12.

- E. Beginning November 1, or the first workday thereafter, the supervisors within stations and/or sections shall consult with the senior employee in the section 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 the supervisor places the carrier's name on the calendar, the employee will then complete Form 3971 in duplicate. The duplicate will be approved and signed by management and 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. Employees failing to make their choice selections by December 2 will be considered the same as employees who apply for leave after that date.
- F. Management will post schedules for choice vacation by December 2 or the first workday thereafter.
- G. If a carrier transfers from one section to another, the carrier will take his/her approved leave with them.
- H. An employee who is called for military duty during his/her scheduled choice vacation period is eligible for another available period. This will not deprive any other employee of his/her choice scheduled vacation.
- I. There shall be no exchanging of leave.
- J. Leave for union business supersedes all other pending leave requests.

K. 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. The failure to have at least forty (40) hours of annual leave at this time will void the week of approved leave and absence.

B-4K is being impassed. B-4, K is a new paragraph sought by the union.

Henneth Lerch
NALC
4-29-13

William Baute
USPS

L. Item B-4 also applies to City Carrier Assistants (CCA).

B-4L is being impassed. B-4, L is a new paragraph sought by the union.

Henneth Lerch
NALC
4-29-13

William Baute
USPS

B-5 THE DURATION OF THE CHOICE VACATION PERIOD.

The choice vacation period will be 52 weeks commencing the first Monday in February.

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

The vacation period will begin on Monday and end on Sunday. Management will make every effort to schedule all Carriers off

on the Sunday preceding their vacation selections.

B-7 WHETHER EMPLOYEES AT THEIR OPTION MAY REQUEST TWO SELECTIONS DURING THE CHOICE VACATION PERIOD, IN UNITS OF EITHER 5 OR 10 DAYS.

An employee may, at his/her option, request two selections during the choice vacation period on his/her first choice.

B-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 charged to the choice vacation period. An employee who is called for jury duty during his/her scheduled choice vacation period will be granted another period within the choice vacation period in accordance with Article 10 Section 3F of the National Agreement, provided they cancel the remaining approved annual leave for the week.
- B. For the week of National or State Conventions, one employee per section will not be counted against the number of employees to receive leave, except 20855.

The underlined part in B-8B is being impassed. The union is seeking to delete the underlined part of B-8, B (except 20855). There is agreement on the remaining language in B-8, B.

Henneth Lerch

NALC

4-29-13

William Baxter

USPS

- C. Leave requested prior to the determination of the choice vacation period schedule to attend National, State or

Regional Conventions will not be counted as part of the employee's choice vacation.

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

When scheduling choice vacation, the amount of leave to be made available in each section will be 6% (six percent) the first Monday in October through eight (8) consecutive weeks and 6% (six percent) the first Monday in January and the following week in January. If the fraction is .5 or higher, round up to the next whole number. The remaining 42 weeks will be 10% (ten percent). If the fraction is .5 or higher, round up to the next whole number. The provisions of B-9 also apply to City Carrier Assistants.

The underlined part of B-9 is being impassed. The union is seeking to add the underlined language in B-9. There is agreement on the remaining language in B-9.

Henneth Lerch

NALC

4-29-13

William Baultin

USPS

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

A. See B-4 and B-12.

B. The vacation calendars will be posted in a place agreed to by the unit supervisor and the shop steward. Copies of the leave calendar will be given to the Shop Steward.

B-11 DETERMINATION OF THE DATE AND MEANS OF NOTIFYING EMPLOYEES OF THE BEGINNING OF THE

NEW LEAVE YEAR.

Management shall, by November 1, post on all official bulletin boards the beginning date of the leave year.

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

A. After the calendar for choice has been completed, the calendar will go around for other than choice selections. The other than choice vacation period will be 52 weeks commencing the first full week in February. When scheduling other than choice vacation, the amount of leave to be made available in each section will be 6% (six percent) the first Monday in October through eight (8) consecutive weeks, and 6% (six percent) the first Monday in January and the following week. If the fraction is .5 or higher, round up to the next whole number. The remaining 42 weeks will be 10% (ten percent). If the fraction is .5 or higher, round up to the next whole number. Beginning December 3 or the first workday thereafter, the supervisors within stations and/or sections will consult with the senior employee in the section as to his/her other than choice annual leave and so record it. After the senior carrier has selected their other than choice annual leave, the supervisor will proceed to the next senior employee for his/her other than choice selection, and so on down the seniority list until all carrier craft employees have made their other than choice selections. When the supervisor places the carrier's name on the calendar, the employee will then complete a Form 3971 in duplicate. The duplicate will be approved and signed by management and returned to the submitting employee. When a carrier's turn by seniority comes, he/she will be responsible for immediately making a selection 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. Employees failing to make their selections by December 16 will be considered the same as employees who apply for leave after that date.

- B. Carriers will submit two selections in units of five days or one selection in a unit of ten days.
- C. Annual leave requests which exceed a carrier's earned leave for the next calendar year will be denied.
- D. Management will post the schedule for other than choice by December 16 or the first workday thereafter.
- E. After the other than choice calendar is posted, all cancellations of 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 one week 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.
- F. Cancellations of less than 40 hours of leave must be done in writing at least one day in advance of the leave to be canceled.
- G. After completion of other than choice bidding, applications for annual leave must be submitted on Form 3971 by the following rules. Applications must be submitted on Form 3971 by the employee not more than 90 days before the requested leave date. The employee will physically hand the leave application to the supervisor in charge. The supervisor, upon receipt, shall initial all three copies and

note date and time of receipt. The triplicate will be returned to the employee immediately.

- H. Approval or disapproval of the leave requested must be made within three (3) workdays of receipt. The duplicate copy of the leave request will be returned to the employee indicating approval or disapproval within the three (3) day period. If the employee does not receive notice within the three (3) day period, the supervisor will approve the leave.
- I. If the leave is approved, the original request will be filed in the standard manner. If the leave is disapproved, it must be filed for future consideration.
- J. Annual leave will be granted on a first-come, first-served basis with seniority prevailing when received on the same day. If the application is for that day, the supervisor will initial and record time received and the leave will be granted on a first-come, first-served basis.
- K. Leave for union business supersedes all pending leave requests.
- L. Item B-12 also applies to City Carrier Assistants.

B-12, L is being impassed. B-12, L is a new paragraph sought by the union.

Kenneth Lerch

NALC

4-29-13

William Battis

USPS

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

A. Seven days in advance of the Tuesday preceding the holiday week, a notice will be posted in each delivery unit requesting volunteers. Employees will sign their names on the notice indicating their desire to work on the holiday or designated holiday. An employee who volunteers may withdraw his/her name by 10:00 a.m. on Monday preceding the posting of the work schedule.

B. Management will select Carriers to work on holidays or designated holidays in the following order:

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.

If, after the posting period, a need develops for additional or replacement employees, employees shall be selected according to the same order as above.

B-14 WHETHER "OVERTIME DESIRED" LISTS IN ARTICLE 8 SHALL BE BY SECTION AND/OR TOUR.

A. Overtime Desired Lists in Article 8 shall be as follows:

Sections will consist of the following:

20850-Carrier & Combination routes - One Section

20851 & 20853 - One section

20852 Pike Annex - One Section

20854 - One Section

20855 - One Section

B. In the event routes are transferred to a new location not now

in existence, this will create a separate section.

C. Overtime worked and overtime offered shall be in one column. Overtime offered but not worked will be in the second column.

D. Employees transferring from one section to another whose name appears on the Overtime Desired List may be added to the overtime list of the new unit.

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

Management shall provide one (1) light duty assignment for every one hundred (100) letter carrier craft employees. Every reasonable effort will be made to provide light duty assignments for any additional carriers if needed.

B-16 THE METHOD TO BE USED IN RESERVING LIGHT DUTY ASSIGNMENTS WITHIN EACH CRAFT OR OCCUPATIONAL GROUP TO BE RESERVED FOR TEMPORARY OR PERMANENT LIGHT DUTY ASSIGNMENT.

After a Carrier has submitted a request for light duty and been determined eligible, the Installation Head will place the applicant in a light duty assignment consistent with the provisions of B-15. Every effort will be made to provide this assignment within their own craft, section and tour. If the employee is dissatisfied with the decision of the Installation Head, a meeting will be scheduled within two (2) business days, between the employee, a representative selected by the local Union President, and the Installation Head.

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

The light duty assignments shall be taken from those hours presently worked by part-time flexible employees within the letter carrier craft. Light duty assignments can be from, but not limited to, the following:

- Collections
- Auxiliary foot and mounted city delivery routes
- Providing auxiliary assistance on an as needed basis
- Auxiliary parcel post routes
- Labeling carrier cases on an as needed basis

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.

After the requirements of Part 124 of the M-39 have been met, parking spaces shall be allocated as follows:

1. Handicapped employees shall have reserved spaces as near as possible to the facility.
2. Spaces shall be reserved for carpools with three or more riders.
3. The remainder of the spaces shall be on a first-come, first-served basis.

Management agrees to a quarterly policing for misuse of the carpool system.

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.

Leave requested prior to the determination of the choice vacation period schedule to attend union activities will not be counted as part of the total choice vacation, except as provided for in B-8-B.

The underlined part in B-20 is being impassed. The union is seeking to delete the underlined part of B-20.

There is agreement on the remaining language in B-20.

Henneth Lerch

NALC

4-29-13

William Brathes

USPS

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

- A. The length of time for posting shall be fifteen (15) days.
- B. An employee may bid on any posted assignment within craft. Bids will be accepted in the form of a letter, a note or on the designated form. Bids should be sent to the Personnel Assistant at the Main Office. An employee may withdraw his/her bid any time prior to the close of posting.
- C. Successful bidder shall be scheduled to work on his/her new assignment within fifteen (15) days after the award is made.
- D. When a letter carrier route or full-time duty assignment, other than the junior employees(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 the posting procedures in this Article.

Delivery units for this provision shall be defined as follows:

1. 20850-delivery routes and combination routes
2. 20851 & 20853
3. 20852
4. 20854
5. 20855

E. Letter carrier routes will not be posted when there is a change of more than one hour in starting time.

SIGNATORY

This MEMORANDUM OF UNDERSTANDING is entered into on April 29, 2013, at the Rockville Post Office, Rockville, Maryland, between the representatives of the US Postal Service and the designated agent of the union signatory to the National Agreement, National Association of Letter Carriers, Branch 3825, pursuant to the Local Implementation Provisions of the National Agreement.



William Battles
Postmaster
Rockville, Maryland



Kenneth Lerch
President
NALC Branch 3825

4-29-2013