

1990 LOCAL MEMORANDUM OF UNDERSTANDING
BETWEEN THE UNITED STATES POSTAL SERVICE
AND THE NATIONAL ASSOCIATE OF LETTER CARRIERS, AFL-CIO

ARTICLE 30 - LOCAL MEMORANDUM OF UNDERSTANDING

1. Wash-up Time (Article 8, Section 9)

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

2. Fixed or Rotating Days Off (Article 41)

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

3. Local Guidelines for Curtailment or Termination of Postal Operations

- 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 considerations.
- 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 of the people in the affected area.

4. Formulation of Local Leave Program (Article 10)

- A. Leave book to be formulated as soon as possible after January 1st.
- B. The leave book shall be passed throughout the carrier workforce by seniority.
- C. The minimum number of carriers off during the non-choice period will be 8% per day.

- D. A prime time selection may be cancelled no later than 10 days prior to the beginning date of the week in question. Except in justifiable circumstances to be determined jointly by management and a union official.
- E. No choice vacation period may be cancelled by an employee without notifying the union and supervisor.
- F. Surrendering of choice vacation periods, must be in units of full weeks. All cancellations shall be reposted.
- G. Exchange or swapping of annual leave during the choice vacation period will not be allowed.
- H. Military leave will not be charged a choice vacation period for those carriers attending summer camp. Military leave will not count against the quota for the choice period. Can be renegotiated if more than 2 carriers are in reserves during choice period (yearly).

5. Duration - Choice Vacation Period (Article 10)

- 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, for the years 1992, 1993, 1994

6. Beginning Day Vacation Period (Article 10)

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

7. Selections Choice Period (Article 10)

- A. Letter carriers will be granted two selections during the choice vacation period. One per each round, with the number of weeks taken each round in accordance with leave earned annually.

8. Jury Duty - Conventions (Article 10)

- 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) carriers attending these functions will not be considered part of the quota of carriers to be off. Can be renegotiated by either party.

9. Determining Number Off Choice Vacation (each week)

- A. The number of carriers granted annual leave, during the prime time choice vacation period, shall be calculated on the basis of a minimum of 13% of the total carrier work force each week.
- B. Weeks not filled after the prime time leave book has been circulated twice shall revert to the percentage off of incidental leave (non prime time). This leave may be taken in allotments of hours, days and/or weeks, on a first come, first serve basis, with seniority prevailing when two or more requests are received at the same time for the same period. This leave may be put in for anytime 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. Official Notices Vacation (Article 10)

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

11. Leave Year (Article 10)

- 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. Annual Leave - Other Than Choice Period (Article 10)

- A. Annual leave will be granted unless Form 3971 is returned with refusal within 48 hours after submission, Sundays and non working holidays not included.
- B. 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 at the same time for the same period.
- C. In order to protect the rights of both management and employee, it is recommended that Form 3971 be filled out in triplicate, and the supervisor acknowledge receipt of by indicating date and time it was submitted, but not necessarily approval of.

- D. All requests for annual leave can be submitted in increments of hours, days and weeks.
- E. Requests for annual leave may be submitted 6 months in advance.

13. Holiday Scheduling (Article 11)

- A. Management will select carriers to work on holidays in the following order:
 - 1. Casuals
 - 2. Part-time Flexibles
 - 3. Full-time regular volunteers - by seniority
 - 4. Full-time regulars who did not volunteer on what would otherwise be their non-scheduled day by inverse seniority.
 - 5. All other non-volunteer full-time regulars - by inverse seniority.

14. Overtime Desired List (Article 8)

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

15 - 16 - 17. Light Duty Assignments (Article 13)

- 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.

18. Reassignments (Article 12)

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

19. Parking (Article 20)

NALC will receive two parking spaces. One will be used for Carrier of Quarter Program as long as it is in effect. These spaces will be marked.

20. Leave (Union Activities) (Article 24)

- A. Annual leave to attend union activities requested during the choice vacation period will not be part of the total choice vacation period.

- 21. Posting
- 22. Seniority & Reassignments (Article 41)

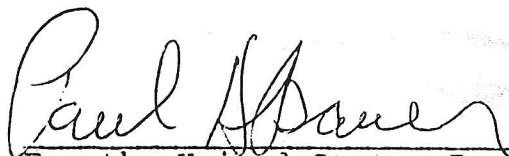
- A. Notice inviting bids shall be posted on an installation wide basis.
- B. Notice inviting bids for letter carrier craft assignments and for such other assignments to which a letter carrier is entitled to bid, shall be posted on the official bulletin board for 3 days. Copies of the notice shall be given to the local union. When an absent employee has so requested, that employee will be contacted by phone when bidding starts, by the union.
- C. 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 (1st choice, 2nd choice and 3rd choice). A steward or other union representative shall be present when the bids are opened.
- D. Temporarily vacant full time craft duty assignments of anticipated duration of (5) five days or more, shall be posted by management for bidding by all full time reserves, unassigned regulars and part time flexible letter carriers.
- E. 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.
- F. Bids should be in duplicate form and the supervisor should sign it.
- G. 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.
- H. 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.

23. Other

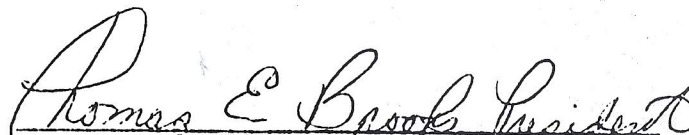
A. Two ten minute breaks are allowed on the street.

The foregoing provisions constitute the entire agreement between the parties regarding the subject of local implementation negotiations set forth in Article 30,B of the 1990 National Agreement.

This Memorandum of Understanding is entered into on October 16, 1991 at Frederick, Maryland 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 1990 National Agreement.



For the United States Postal Service



For Local 664, N.A.L.C.