

Local Memorandum
Of
Understanding
2016-2019
United States Postal Service
Damascus, Maryland
And
The National Association
Of
Letter Carriers
Rockville, Maryland
Merged
Branch 3825

ITEM 1: ADDITIONAL OR LONGER WASH-UP PERIODS

Management agrees to continue the current policy of granting reasonable and realistic wash-up time for carriers who perform dirty work or work with toxic materials.

ITEM 2: ESTABLISHMENT OF A REGULAR WORKWEEK OF FIVE DAYS WITH ROTATING DAYS OFF

Section A: All full-time regular letter carriers will have a work week of five days, with rotating days off assigned to their position.

ITEM 3: GUIDELINE FOR THE CURTAILMENT OR TERMINATION OF POSTAL OPERATIONS TO COMFORM TO ORDERS OF LOCAL AUTHORITES OR AS LOCAL CONDITIONS WARRANT BECAUSE OF EMERGENCY CONDITIONS

Section A: It is recognized by both parties that on occasion, emergency conditions may exist which could cause the employer to consider the curtailment or termination of Postal operation locally. In such cases, the employer shall review and consider such factors as:

1. The degree of emergency in the local delivery area.
2. Any Postal regulations and/or policies which concern the area of emergency which could cause the curtailment or termination of Postal services to the public.
3. The accessibility of employees to their assigned duties.
4. The safety and health of its employees.
5. Inclement weather of such severity that Civil authorities i.e., City Mayors, State Highway Administration Officials, State Police Authorities consider road travel hazardous and have informed the general public through any media not to travel unless it is an emergency.

Section B: Management must weigh these factors and act, in consultation with the Union President or his/her designee, when possible, considering the welfare of the employees at all times. Management will notify the ranking Union Official on duty of its decision and plan of implementation.

ITEM 4: FORMULATION OF A LOCAL LEAVE POLICY

Section A: Prior to January 1, management will meet with the Union President or designee to determine the amount of leave to be made available each week during the choice vacation period. An official calendar for annual leave will be prepared by the unit supervisor for the selection process.

Section B: All carriers must be ready to apply for prime vacation choices by January 2, each year.

Section C: Beginning January 2nd or the first work day thereafter, the supervisor shall approach the senior carrier for his/her choice of vacation leave. There will be two (2) rounds of choice vacation selections by seniority. In the first round a carrier may choose either five (5) or ten (10) consecutive days of leave. In the second round the carrier may choose either five (5) or ten (10) days of annual leave provided the total first and second round selections does not exceed two choices of fifteen (15) days of annual leave. After the senior carrier has selected his/her choice of vacation leave the supervisor shall place the vacation approved on the official leave calendar and proceed to the next senior carrier's name on the official leave calendar, the carrier will submit a PS form 3971 in duplicate to the supervisor. When a carrier is approached, he/she must make his/her selection with 24 hours or they will forfeit their opportunity to use their seniority and will be passed over. However, this employee will have the option to contact his/her supervisor at any time during the selection period to make his/her selection for a period or periods, which are still available. Carriers on extended absences are responsible for making arrangements for selecting their prime vacation choice or risk being passed over. The Leave calendar will be posted by February 15th or the first work day thereafter. The calendar will be officially closed at that time.

Section D: All cancelations of choice vacation period selections will be made in writing, 14 days in advance of the time that the choice leave is scheduled to start. The supervisor shall promptly post the calendar indicating that a choice period selection has been canceled. The notice of

cancelled leave will be posted for a period of one week. The senior carrier applying for the vacated choice period by the cutoff time will be awarded the leave, provided they have sufficient annual leave available in order to apply for this period.

Section E: There shall be no exchanging of leave.

Section F: Military leave will not count as part of a carrier's selections for the choice period. Such employees must notify their supervisor of military obligations as soon as tentative dates are set.

Section G: Item 4 shall also apply to City Carrier Assistants (CCA's).

ITEM 5: DURATION OF CHOICE VACATION PERIOD

The choice vacation period shall extend from the third Monday in March for 29 consecutive weeks, plus the week of Thanksgiving.

ITEM 6: THE DETERMINATION OF THE BEGINNING DAY OF AN EMPLOYEE'S VACATION PERIOD

The beginning day of an employee's vacation period shall be on Monday. Item 6 also applies to CCA's.

ITEM 7: WHETHER EMPLOYEES AT THEIR OPTION MAY REQUEST TWO SELECTIONS DURING THE CHOICE VACATION PERIOD IN UNITS OF EITHER 5 OR 10 DAYS

- A. Employees at their option shall be granted two (2) selections during the choice vacation period in units of either five (5) or ten (10) days. City Carrier Assistants will be granted one (1) selection in a unit of five (5) days. There will be two (2) rounds of choice vacation selections by seniority. In the first round a carrier may choose either five (5) or ten (10) consecutive days of leave. In the second round the

carrier may choose either five (5) or ten (10) days of annual leave provided the total first and second round selections does not exceed two choices or fifteen (15) days of annual leave. It is understood that for this purpose a week with a holiday or a week during which a carrier may be scheduled to work Monday through Saturday shall be considered as a week of five (5) days even though a carrier may be charged 4 or 6 days of annual leave. The total selections will not exceed ten (10) or fifteen (15) days as appropriate.

- B. Following the career carrier choice leave selection process, city Carrier Assistant employees (CCA's) will be consulted in relative standing order, to select five (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.

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

Section A: Jury duty shall not count against the choice vacation period.

Section B: Attendance at National and/or State conventions shall not be charged to the choice vacation period.

Section C: An employee subpoenaed, as a States witness in a court case during his/her choice vacation period is eligible for another available period.

Section D: Military duty shall not be charged against the choice vacation period.

ITEM 9: DETERMINATION OF THE MAXIMUM NUMBER OF CARRIER CRAFT EMPLOYEES WHO SHALL RECEIVE LEAVE EACH WEEK DURING THE CHOICE VACATION PERIOD

The percentage of carriers, including City Carrier Assistants, who shall receive leave each week during the choice vacation period will be as follows:

- All holiday weeks will be 7% and supersede the following.
- Third full week of March through the last full week of April and Thanksgiving week, 7%.
- The first Monday in May through the last Saturday in August will be 12%.

When requested 7% of the employees will be granted leave in accordance with Item 4 or this Memorandum. The 7% will include extended LWOP including employees on OWCP, extending Sick Leave, Military Leave, leave to attend conventions and annual Leave. When applying the 7% requirement any fraction of .55 or more will be rounded to the next higher number. Any fraction less than .55 will be rounded to the next lower number.

ITEM 10: THE ISSUANCE OF OFFICIAL NOTICES TO EACH EMPLOYEE OF THE VACATION SCHEDULE APPROVED FOR EACH EMPLOYEE

Official notice of approved vacation selections shall be the duplicate PS Form 3971 submitted to and approved by management for each employee.

ITEM 11: DETERMINATION OF THE DATE AND MEANS OF NOTIFYING EMPLOYEES OF THE NEW LEAVE YEAR

Management will notify all carrier craft employees, no later than November 1st of each year, of the beginning date of the new leave year. The notice shall be posted near the time clock.

ITEM 12: THE PROCEDURES FOR SUBMISSION OF APPLICATIONS FOR ANNUAL LEAVE DURING OTHER THAN CHOICE VACATION PERIOD

Requests for incidental Annual Leave will be submitted on Duplicate PS Form 3971 no earlier than 60 days in advance and no later than the Tuesday prior to the service week in which the Annual Leave is desired.

Section A: Applications for annual leave of one week increments outside of the choice vacation period will be accepted beginning December 1 for the following leave year. Applications received between December 1st and December 8th will be considered received on December 8th and will be approved or disapproved as appropriate based on seniority by December 15th. The three-day rule and Section E, below, will be waived for this period only.

Section B: Advance leave requests shall be submitted in triplicate. Upon receipt, the supervisor shall initial all three copies and note the date/time of receipt. The triplicate will be returned to the employee. It shall be the employee's responsibility to ensure that the employee obtains the triplicate copy back from the supervisor with the appropriate initials as well as notation of date and time submitted.

Section C: The duplicate copy shall be returned to the employee as the official approval or disapproval within a three-day period. Sunday and Postal holidays shall not be counted for the purpose of leave request. If the employee is not notified with the three-day period, the supervisor will approve the leave. An employee shall be considered notified when the duplicate PS Form 3971 is handed to the employee.

Section D: If the leave is approved, the original PS Form 3971 will be filed in the standard manner. If the leave is disapproved, the original PS Form

3971 will be filed for future consideration based on the earliest date submitted.

Section E: Advance leave requests may not be submitted prior to starting time on the 60th day prior to the first day of the requested leave.

Section F: Application for leave on the same day as the request may not be submitted before starting time that day.

Section G: For leave requests submitted under Sections E and F, above, such leave shall be granted if possible, on a first come, first-served basis, with seniority prevailing when more than one request is submitted to the supervisor on the same day at the same time.

Section H: Annual leave request, which exceed an employee's anticipated leave balance, will be denied.

Section I: Employees are responsible for applying for sufficient leave so as not to be in a use or lose situation. If management causes this situation to arise, management will make every effort to correct the situation and make time available.

Section J: Item 12 shall also apply to City Carrier Assistants.

ITEM 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 5PM the Monday before the Tuesday posting.

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

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

ITEM 14: WHETHER OVERTIME DESIRED LISTS IN ARTICLE 8 SHALL BE BY SECTION AND/OR TOUR

Overtime desired list shall be by section. The Damascus Post Office shall comprise one section.

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

Any light duty assignment available for the letter carrier craft shall be reserved for those carriers on temporary or permanent light duty.

ITEM 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

Section A: When there is a need for a temporary light duty assignment, as a result of a non-job-related illness or injury, management shall discuss this need with the Union President or his/her designee. A decision shall be made consistent with sound business practices and the needs of the service.

Section B: Requests for light duty assignments are to be in writing and accompanied by medical documentation.

ITEM 17: THE IDENTIFICATION OF ASSIGNMENTS THAT ARE TO BE CONSIDERED LIGHT DUTY WITHIN EACH CRAFT REPRESENTED IN THE OFFICE

Light duty assignments for carriers may include, but are not limited to:

1. Assisting routes by setting up mail
2. Re-labeling carrier cases
3. Rewriting carrier route books and maps
4. Labeling inside of apartment boxes
5. Any other assignment that does not aggravate the employee's condition and can be performed within the medical restrictions placed upon them.

ITEM 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

It is agreed that the Damascus Post Office shall be known as one section.

ITEM 19: THE ASSIGNMENT OF EMPLOYEE PARKING SPACES

Parking spaces in excess of USPS will be available on a first come first-served basis.

ITEM 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

Annual leave approved to attend Union activities prior to the granting of choice vacation period will be counted in the percentage provided for in Item 9 of the Memorandum.

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ITEM 21: THOSE OTHER ITEMS, WHICH ARE SUBJECT TO LOCAL NEGOTIATIONS AS PROVIDED IN THE CRAFT PROVISIONS OF THIS AGREEMENT

The provision of Article 41.3.O of the National Agreement shall be part of this local memorandum of understanding.

ITEM 22: LOCAL IMPLEMENTATION OF THIS AGREEMENT RELATING TO SENIORITY, REASSIGNMENTS AND POSTINGS

Section A: Notice inviting bids for Letter Carrier craft assignments and to such assignments to which a letter carrier is entitled to bid shall be posted on the official bulletin board for ten (10) days. A copy of such notice shall be given to the local union representative.

Section B: Letter carriers shall present their bids, in writing, to the installation supervisor by 1700 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 i.e., 1st choice, 2nd choice, 3rd choice, etc. A steward or other union representative may review the bids.

Section C: A letter carrier route shall not be posted when there is a change of more than one hour in starting time.

Section D: A full-time regular carrier called into work on a non-scheduled day shall work his/her full-time duty assignment provided there is a vacant route on the swing to which a T-6 may be assigned. Otherwise, the carrier working on a non-scheduled day will be assigned as needed.

Section E: Letter Carriers shall perform required work ONLY on official time. There shall be no working off the clock.

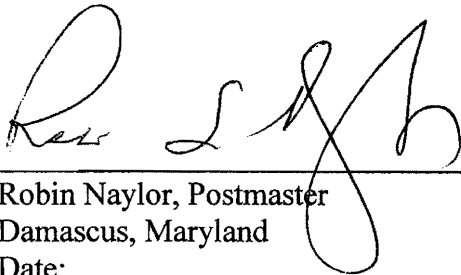
Section F: Full-time reserve, unassigned regular, eligible City Carrier Assistants and part-time flexible carriers may opt for assignments provided by Article 41, Section 2B parts 3 and 4 of the National Agreement. Carriers may indicate their preference for such assignments until the Wednesday posting of the schedule.

Section G: Successful bidders shall be placed in new assignments within a maximum of fifteen (15) days except in the month of December. These employees will be placed in their new assignments by the end of the first full pay period in January.

2016 - 2019 Local Memorandum of Understanding

This Memorandum of Understanding is entered into on November 8, 2017 at the Damascus, 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 2016 - 2019 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, Damascus, Maryland. It is understood that policy items in this agreement shall remain in effect and not be unilaterally changed.



Robin Naylor, Postmaster
Damascus, Maryland
Date:

11-10-2017



Kenneth Lerch, President
Merged Branch 3825, Rockville, Maryland
Date:

11-10-2017