

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

ITEM 1

ADDITIONAL OR LONGER WASH-UP PERIODS

- A. It is recognized that it is appropriate for employees performing dirty work or working with toxic materials to be granted reasonable wash-up time prior to leaving the office to serve their routes and prior to clocking off duty for the day.
- B. No more than four (4) minutes may be used at any one time. The total is not to exceed eight (8) minutes daily.

ITEM 2

THE ESTABLISHMENT OF A REGULAR WORKWEEK OF FIVE DAYS WITH EITHER FIXED OR ROTATING DAYS OFF

- A. All regular carriers will have a regular workweek of five (5) days, with rotating days off assigned to their routes. The schedule will be as follows:

| | |
|--------------|-----------------------|
| First Week: | Monday, Sunday off |
| Second Week: | Tuesday, Sunday off |
| Third Week: | Wednesday, Sunday off |
| Fourth Week: | Thursday, Sunday off |
| Fifth Week: | Friday, Sunday off |
| Sixth Week: | Saturday, Sunday off |

Unassigned regulars, reserve letter carriers and modified letter carriers will also have a rotating workweek, as listed above.

- B. Carriers may have fixed days off for service needs, if mutually agreed by the Postmaster or designee and Union President or designee. The assignment must be posted for bid installation-wide.

ITEM 3

GUIDELINES FOR THE CURTAILMENT OF POSTAL OPERATIONS TO CONFORM TO ORDERS OF LOCAL AUTHORITIES OR AS LOCAL CONDITIONS WARRANT BECAUSE OF EMERGENCY CONDITIONS

- 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 operations locally. In such cases, the employer shall review and consider such factors as:
1. The degree of the emergency in the local delivery area.
 2. Any Postal regulation and/or policies which govern the area of emergency situations 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.
- B. Management must weigh these factors and act, in consultation with the Union President or his 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

- A. Prior to November 20, the Postmaster/designee will meet with the NALC President/designee to determine the number of employees to be scheduled off each week during the choice vacation period at each work location.
- B. Management shall no later than November 15, post on the bulletin boards at the main office and all stations and branches, a notice stating the beginning and ending dates of the choice vacation period.
- C. Choice vacation selections will be taken by work location. Work locations will be identified as follows:
 - 1. Main Post Office (20877)
 - 2. Diamond Farms Branch (20878)
 - 3. Montgomery Village Branch (20886/20879)
 - 4. Any newly established delivery branch or station.
- D. Beginning December 1, carriers will be consulted in order of seniority for their Choice vacation period selections, by a union representative or supervisor who will enter the carrier's name on the calendar to indicate the week(s) of leave selected. The carrier will immediately complete PS Form 3971 in duplicate. The supervisor will sign the 3971 and return it to the employee as their receipt. When the employee is consulted in order of seniority for their choice selections, they will be responsible for immediately making their selections or they will be passed over. However, an employee passed over will have the option of making their selections at any time during the selection period from those weeks that are still available. Employees failing to make their selections by December 31, will be considered the same as employees who apply for leave after this date.

- E. Military leave shall not count against an employee's guaranteed selections, as stipulated under Item 7 of this Local Memorandum of Understanding.
- F. Any carrier transferring from one station to another will be granted their annual leave as previously approved.
- G. There shall be no mutual exchanging of annual leave.
- H. All cancellations of Choice vacation period selections shall be made in writing through completion of a PS form 3971 and cancelled leave will be posted immediately, and if applicable, remain posted for a period of five (5) calendar days. Cancellations shall include approved leave selections in increments of forty (40) hours only and must be submitted no less than seven (7) days in advance of the first day of the approved leave to be eligible for posting. The postings shall include the dates of the cancelled leave and the closing date for submitting the request for consideration. Leave will be awarded by seniority and must be used in forty (40) hour increments. Choice leave selections during the period July 4th week through Labor day week may only be cancelled in 40 hour weekly increments. If an employee fails to cancel leave during this period and comes to work, his/her entire remaining week will be cancelled for them and the remaining portion of their approved leave for the week will be posted immediately for a period of 24 hours. The leave must be taken in its entirety and the leave will be awarded to the senior applicant.
- I. (1) Leave requests can be submitted no earlier than 8:30 a.m., thirty (30) days in advance of the date being requested and must be handed to a supervisor. The supervisor will sign and note the date and time (EBR, electronic badge reader, clock) the request is received on the PS Form 3971. A copy of the signed and time dated request will be provided to the employee immediately.
- I. (2) Requests must be acted upon by management no later than seven (7) days following receipt of the leave request, or the leave is automatically approved.

- J. Management will grant two (2) carriers at each office annual leave each day, excluding days designated as holidays, during the choice vacation period. These requests must be submitted no later than 5 PM on the Tuesday preceding the service week of the requested leave or the requested leave is at management's discretion. Leave will be acted upon as stipulated in Item12-G.
- K. A copy of the leave calendar shall be posted by management on the employee bulletin board at all work locations by February 1. It will show the approved choice vacation period selections as guaranteed under Article 10, Section 3D of the National Agreement. It will be maintained by management. A copy of the calendar will be provided to the branch president or designee.

ITEM 5

THE DURATION OF THE CHOICE VACATION PERIOD

The Choice vacation period shall be 52 weeks per year beginning the third Monday in January for fifty-two (52) consecutive weeks.

ITEM 6

THE DETERMINATION OF THE BEGINNING OF AN EMPLOYEE'S VACATION PERIOD

The beginning day of an employee's vacation period shall be Monday.

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 selections during

the Choice vacation period in units of 5 or 10 consecutive days, the total not to exceed the 10 to 15 consecutive days allowed under Article 10, section 3D, 1 and 2 of the National Agreement.

- B. 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. 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

- A. Jury duty shall not count against the Choice vacation period.
- B. Attendance at National and/or State conventions shall be charged to the Choice vacation period.

ITEM 9

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

- A. From Memorial Day through the Saturday following Labor Day, the maximum number of employees who shall receive annual leave will be twelve and a half (12.5%) percent of the employees on the rolls as of November 15. When applying this percentage and the total number of employees off reach .5, the number of

employees off will be rounded upwards to the next higher number.

- B. The maximum number of employees who shall receive annual leave each week during the choice vacation period from the first Monday in March through the Saturday before Memorial Day Monday and from the Saturday after Labor Day through the last Saturday in November, will be calculated at ten (10%) percent of the number of employees who are on the rolls as of November 15. When applying this percentage and the total number of employees off reach .5, the number of employees off will be rounded upwards to the next higher number.
- C. Beginning the Monday following Thanksgiving through the Sunday before the first Monday in March, the maximum number of employees who shall receive annual leave during this choice vacation period will be two (2) in each office.
- D. Items 9, A, B and C, also applies to City Carrier Assistant (CCA) employees. The CCAs will be counted in establishing the total city-wide complement of carriers, against which the percentages allowed off on leave will be based. If a CCA is transferred to another delivery unit and has pre-approved leave from the losing delivery unit, the pre-approved leave will not follow the employee to the gaining delivery unit. However, we mutually agree that the employee will be able to re-apply at the gaining delivery unit.

CCA employees converted to career status during a leave year shall retain any annual leave previously approved, as long as there is sufficient balance of annual leave at the time the leave is to be taken.

ITEM 10

THE ISSUANCE OF OFFICIAL NOTICES TO EACH EMPLOYEE OF THE VACATION SCHEDULE APPROVED FOR SUCH EMPLOYEE

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

ITEM 11

DETERMINATION OF THE DATE AND MEANS OF NOTIFYING EMPLOYEES OF THE BEGINNING OF THE NEW LEAVE YEAR

- A. Management shall no later than November 1, post on the bulletin boards at the Main Office and all stations and branches the beginning date of the leave year.

ITEM 12

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

- A. Leave requests may not be submitted before 8:30 a.m. or more than thirty (30) days prior to the first day of requested leave.
- B. Leave requests for a full day or more shall be submitted in triplicate.
- C. The triplicate copy shall be signed and date/time noted (EBR, electronic badge reader, clock) by a supervisor when received. The triplicate copy is to be returned to the employee immediately.

- D. The duplicate copy shall be returned to the employee as the official approval or disapproval of the leave request no later than seven (7) days following submission of the request for annual leave, or the leave is automatically approved.
- E. The original copy will be retained by the employer.
- F. Management will grant two (2) carriers at each office annual leave each day, excluding days designated as holidays. These requests must be submitted no later than 5 PM on the Tuesday preceding the service week of the requested leave or the requested leave is at management's discretion.
- G. Consideration of such requests shall be made on a first-come, first-served basis, with seniority prevailing when two or more requests are submitted on the same day and clocked in at the same time.
- H. If the leave is approved, the original 3971 will be filed in the standard manner. If the leave is disapproved, it must be filed for future consideration as stipulated in 12G.
- I. Annual leave will be granted before LWOP unless the LWOP is requested for union business. LWOP approved for union business will count towards the guarantee stipulated in 12F.
- J. Annual leave requests that exceed a carrier's annual leave balance and earned leave for the upcoming calendar year, will not be approved.

K. Beginning January 2, carriers will be consulted in order of seniority for their "non-choice" vacation period selection by a union representative or supervisor who will enter the carrier's name on the calendar to indicate the week of leave selected. The non-choice vacation period shall be 52 weeks per year beginning the third Monday in January for fifty-two (52) consecutive weeks. Employees will be granted five (5) consecutive days of leave in a weekly increment. Carriers have the option of only selecting ten (10) days of Choice leave and then ten (10) days of "non-choice" leave with the total combined Choice and non-choice leave selections not to exceed four (4) or twenty (20) days for carriers who earn twenty (20) and twenty-six (26) days of leave and three (3) selections or fifteen (15) days for those who earn thirteen (13) days of leave per year. The employee will immediately complete PS Form 3971 in duplicate. The supervisor will sign the 3971 and return it to the employee as their receipt. When the employee is consulted in order of seniority for their non-choice selection(s), they will be responsible for immediately making their selection or they will be passed over. However, an employee passed over will have the option of making their selection at any time during the selection period from those weeks that are still available. Employees failing to make their selections by January 31, will be considered the same as employees who apply for leave after this date. All cancellations of non-choice vacation period selections in any amount, shall be made in writing through completion of a PS form 3971, as far in advance as possible but no later than seven (7) days prior to the first day of approved leave. Cancelled non-choice vacation selections in weekly forty (40) hour increments will be posted following the provisions of Item 4, H. The number of employees who shall receive annual leave each week during the non-choice vacation period selection process will be two (2) in each office, including those carriers on choice leave.

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 5 PM 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 OR TOUR

- A. Overtime desired lists shall be by section.

- B. Sections will be defined as:
 - 1. Main Post Office (20877)
 - 2. Diamond Farms Branch (20878)
 - 3. Montgomery Village Branch (20879, 20886)
 - 4. Any new delivery unit, station or branch

ITEM 15

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

A. Management will make every reasonable effort to place any carrier on temporary or permanent light duty into a light duty assignment.

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

A. The employee must submit a written request for light duty assignment 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.

ITEM 17

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

A. Light duty assignments for carrier craft employees will include, but are not limited to:

1. Casing and delivery of the individuals own assignment within their restrictions
2. Delivering Express Mail
3. Labeling carrier cases
4. Providing auxiliary assistance
5. Updating carrier route books

ITEM 18

THE IDENTIFICATION OF ASSIGNMENTS COMPRISING A SECTION WHEN IT IS PROPOSED TO REASSIGN WITHIN AN INSTALLATION EMPLOYEES EXCESS TO THE NEEDS OF THE SECTION

- A. It is agreed that the Gaithersburg Post Office and its stations and branches shall be known as an installation.
- B. The entire installation shall comprise a section.

ITEM 19

THE ASSIGNMENT OF EMPLOYEE'S PARKING SPACES

- A. Designated parking spaces on Postal Service property in excess to the needs of the Postal Service shall be available to the employees on a first-come first-served basis.

ITEM 20

THE DETERMINATION AS TO WHETHER ANNUAL LEAVE TO ATTEND UNION ACTIVITIES REQUESTED PRIOR TO THE DETERMINATION OF THE CHOICE VACATION SCHEDULE IS TO BE PART OF THE TOTAL CHOICE VACATION PLAN

- A. Leave requested prior to the determination of the choice vacation schedule shall be part of the total choice vacation plan.
- B. All Delegates to the National or State Conventions shall be granted leave.

ITEM 21

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

- A. When a letter carrier route or full-time duty assignment, other than letter carrier route(s) or full-time duty assignment(s) of the junior employee(s) is abolished at the 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 letter 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.

ITEM 22

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

- A. Notices inviting bids shall be on an installation-wide basis
- B. Notices inviting bids shall remain posted for ten (10) days, effective January 1, 2014.
- C. Letter carrier assignments shall not be posted when there is a change of more than one (1) hour.
- D. All employees on leave shall be sent a copy of notices inviting bids for vacant duty assignments provided they have left with their supervisor self-addressed, stamped envelopes for this purpose.
- E. Management will post an updated seniority list by installation and work locations quarterly. Copies of these lists will be provided to the NALC President.

2013 - 2016 Local Memorandum of Understanding

This Memorandum of Understanding is entered into on April 17, 2013 at the Gaithersburg, 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, Gaithersburg, Maryland. It is understood that policy items in this agreement shall remain in effect and not be unilaterally changed.

Samuel Eric Grossa 4-17-13
Samuel Eric Grossa, Postmaster Date
Gaithersburg, Maryland

Kenneth Lerch 4-17-2013
Kenneth Lerch, President Date
National Association of Letter Carriers
Merged Branch 3825
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