

Local Memorandum of
Understanding
2016 - 2019
United States Postal Service
Thurmont, MD
and
The National Association
of
Letter Carriers
Merged
Branch 3825

Item 1

ADDITIONAL OR LONGER WASH-UP PERIODS

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

ITEM 2

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

A. All letter carrier routes shall be on a fixed day-off schedule, with the work week running Saturday through Friday.

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. 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 consideration.
- C. In the event postal operations are curtailed because of weather, Act of God or civil disobedience, scheduled employees may be granted administrative leave until operation resume.
- D. Management shall consider information from local authorities regarding any emergency, storm flood, fire, etc., that may be an endangerment to life, or limb of the people in the affected areas

ITEM 4

FORMULATION OF A LOCAL LEAVE POLICY

- A. Beginning January 5, city carriers and CCA carriers will be consulted in order of seniority for their Choice vacation period selections. This process will be completed by January 19.
- B. The leave book/list shall be passed throughout the city carrier and CCA carrier workforce by seniority.
- C. Choice vacation time selection may be cancelled no later than ten (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.
- D. No Choice vacation period selection may be cancelled by an employee without notifying the union and supervisor.
- E. Surrendering of Choice vacation period selections must be in units of full-weeks. All cancellations shall be reposted for a period of five (5) days, if applicable and will be awarded to the senior applicant. This leave must be used in its entirety.
- F. Exchange or swapping of annual leave during the Choice vacation period will not be allowed.
- G. Military leave will not be charged a Choice vacation period selection for those carriers attending summer camp. Military leave will not count against the quota for the Choice period. Can be renegotiated if more than two (2) carriers are in reserves during the Choice period (Yearly).
- H. Item 4 shall also apply to CCA carriers.

ITEM 5

THE DURATION OF THE CHOICE VACATION PERIOD

- A. The choice vacation period will be from the third Monday in January through the last Saturday in September.
- B. Item 5 shall also apply to CCA carriers.

ITEM 6

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

- A. Vacation period weeks will start Monday through Sunday.
- B. Item 4 shall also apply to CCA carriers.

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. City Lettercarriers will be granted two selections during the Choice vacation period by seniority, one per each round, 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 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, one carrier attending these functions will not be considered part of the quota of carriers off.

ITEM 9

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

- A. The number of carrier granted annual leave during the Choice vacation period shall be calculated on the basis of a minimum of 25% of the total city carrier work force each week, including CCA carriers.
- B. Weeks not filled after the Choice vacation leave book has been circulated twice, shall revert to the percentage off on incidental leave. This leave may be taken in allotments of hours, day 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 any time after the

ending of the second, Choice vacation selections 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 0.7 or higher, the next whole number shall be considered the correct figure. A minimum of one (1) member of the city carrier complement will be granted annual leave as a Choice vacation selection.

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.
- B. Annual leave will be granted unless Form 3971 is returned with refusal within 72 hours after submission, Sundays and non-working holidays not included.

ITEM 11

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

- A. As soon as management receives official notification of the beginning date of the new leave year, it shall be placed on the bulletin boards.

ITEM 12

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

- A. Annual leave will be granted unless Form 3971 is returned with refusal within 72 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 serve basis, with seniority prevailing when two or more requests are received on the same date for the same period.
- C. In order to protect the rights of both management and the employee, it is recommended that Form 3971 be filled out in triplicate and the supervisor acknowledge of receipt by indicating the date and time it was submitted, but not necessarily approval of the request.
- D. All requests for annual leave can be submitted in increments of hours, days and weeks.
- E. Requests for annual leave may be submitted up to six (6) months in advance.
- F. Due to the number of carriers, no more than one carrier, including those on Choice leave, will be off on other than Choice incidental annual leave at one time, unless extra coverage is available.

ITEM 13

THE METHOD OF SELECTING EMPLOYEES TO WORK ON A HOLIDAY

- A. Management will select carriers to work on holidays in the following order:
 - 1. City Carrier Assistants
 - 2. Part-time flexible employees
 - 3. Full-time regulars who volunteer in order of seniority
 - 4. Full-time and part-time regular employees who do not volunteer to work on their non-scheduled day, in order of inverse seniority
 - 5. 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

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 Thurmont, Maryland
 - 2. 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. It is agreed that management will make every effort to use carriers that are on light duty to perform available work within their restrictions.

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. Providing auxiliary assistance
 4. Updating carrier route books
 5. Parcel delivery and/or pick up

ITEM 18

THE IDENTIFICATON 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 Thurmont 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. Annual leave to attend union activities requested during the Choice vacation period will not be part of the total Choice vacation period.

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.
- B. No assignment will be posted when there is a change in starting time of more than one (1) hour.

ITEM 22

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

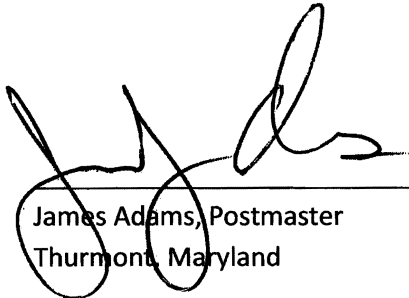
- A. Notices inviting bids shall be posted on an installation-wide basis.

- 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 a period of ten (10) days. 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.
- C. Letter carriers shall make their bids in writing to the carrier bid box by 10:00 AM on the final day of bidding. 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, 3rd choice, etc.) A steward or other union representative shall be present when the bids are opened.
- D. Temporarily Vacant full-time craft duty assignments of an anticipated duration of five (5) days or more, shall be posted by management for bidding by all full-time reserve, unassigned regular, part-time flexible and eligible CCA 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 into work on a non-scheduled day shall work his or her 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. Two ten-minute breaks are allowed on the street, in accordance with the 1998, M-39 handbook, section 242.341.

2016 - 2019 Local Memorandum of Understanding

This Memorandum of Understanding is entered into on November 7, 2017 at the Thurmont, 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, Thurmont, Maryland. It is understood that policy items in this agreement shall remain in effect and not be unilaterally changed.


James Adams, Postmaster
Thurmont, Maryland

11/9/17
Date



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

11-9-2017