

LOCAL MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CAPITOL BRANCH 142,
NATIONAL ASSOCIATION OF LETTER
CARRIERS, AFL-CIO
AND THE
BETHESDA, MD INSTALLATION
Of THE
UNITED STATES POSTAL SERVICE
2011-2016

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ARTICLE 30

ITEM #1. ADDITIONAL OR LONGER WASH-UP PERIODS.

Section 1. The Employer shall grant reasonable wash-up time each duty day to each letter carrier who performs dirty work during the following periods according to current practices:

Prior to going on the street after casing his/her route or prior to his/her lunch period while in the office.

Section 2. The wash-up time granted to letter carriers shall be recorded on Line 21 of the Carrier's Count of Mail – Letter Carrier Routes Worksheet, PS Form 1838-C.

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

Section 1. Letter carriers shall have Sunday and a rotating day-off. However, fixed work schedules may be established by the installation head for certain operational situations such as, but not limited to: parcel post delivery, business routes, collection routes and routers. The President of Branch 142 will be advised of any such work schedule.

ITEM #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.

Section 1. It will be management's responsibility to determine when these conditions exist, and an emergency situation exists. The Postmaster or designee will make the decision concerning curtailment or termination of services. The employee's welfare and safety will be assured at all times.

Section 2. 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 personal in scope, appropriate leave may be granted to employees.

Section 3. When making a decision on whether or not to terminate operations, management will consider the availability of public transportation, actions taken by other federal and local jurisdictions authorities closing of major thoroughfares and other relevant information.

ITEM #4. FORMULATION OF LOCAL LEAVE PROGRAM.

Section 1: General Provisions:

A. Annual Leave requests shall not be approved if the requesting employee does not have (or is not expected to have) sufficient annual leave to cover the request. PTF's annual leave request are limited to annual leave accrued.

B. Annual Leave program will be administered by the 5 digit zip code.

Section 2: Choice Vacation Planning:

A. No later than December 15th each year, management will post a notice and provide each shop steward with such notice that on January 2nd the vacation selection process will begin.

B. On or about January 2nd of each year, a designated supervisor shall have each letter carrier, in order of seniority, including PTF carriers, designate their vacation choice (or choices) on a prescribed vacation calendar or chart. When a carrier is approached, he/she must make a selection, or forfeit the opportunity for that day 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 a selection for a period (or periods) still available.

Absentees shall make their selection(s) either by telephone or in writing.

C. After signing the calendar or chart, the carrier will submit **PS** Form 3971(s) in duplicate for the leave to be approved. The supervisor will then immediately return the approved copy of **PS** Form 3971 (per the percentages in Item 9) to the carrier. For absentees, the **PS** Form(s) 3971 must be submitted as soon as possible after the request is made and the approved copy(s) shall be returned to the carrier as soon as practicable.

D. A copy of the approved vacation schedule or chart will be posted in each unit, and a copy provided to the senior shop steward.

E. All cancellations of choice vacation leave shall be shown on the vacation schedule within **two (2)** working days. Granting of the canceled leave shall be on a first come, first served basis. In cases of requests submitted on the same day (tie), seniority shall prevail.

F. No exchange of vacations will be permitted unless the employee, the supervisor and the shop steward mutually agree.

G. Employees transferring from one section to another shall be granted their choice vacation as previously approved.

H. Military leave shall not be considered as part of the choice vacation period.

Section 3: Outside of the Choice Vacation Period Sign-Up:

A. The method for requesting the remainder of annual leave is as follows:

In any month where the prime vacation percentages are not maximized, after all the initial vacation selections are made, the following procedures will be followed to honor leave requests for residual vacation slots up to the allotted percentage for the period.

1. For requests of leave in increments of five (5) days, the requests must be made on or about the 1st day of the month preceding the month in which leave is requested using **PS Form 3971**.

2. Leave requests in increments of four (4) days or less must be submitted no later than fourteen (14) days prior to the first day of the leave requested using **PS Form 3971**.

3. The determining factor for approval of leave applications per **one** (1) and **two** (2) above shall be by seniority. Leave slips either approved or disapproved shall be returned within three **(3)** business days.

B. Annual leave requested for the day of submission on PS Form 3971, shall be granted or denied at least one (1) hour before it is to start, if conditions permit.

C. Annual leave requested for the day after the submission of the PS Form 3971, shall be granted or denied before the end of tour.

D. When a request for annual leave is disapproved, the employee will be given an explanation as to the reason for disapproval, going further than "services needed."

E. In case of two (2) or more requests submitted on the same day for the same period of annual leave, the leave, if granted, shall be given to the senior employee.

F. If prior requested annual leave, which was disapproved, becomes available, the original requests will supersede any new requests. Additionally, if there is a tie concerning disapproved leave slips, the earliest date of submission and if necessary, seniority will be the determining factors for approval.

G. Requests for annual leave will be submitted on PS Form 3971 in triplicate and handed to the employee's immediate supervisor who will immediately indicate the "Date Notified" block and return a copy to the carrier. Should management fail to act on the leave request and return the approved or disapproved leave slip to the carrier within seventy-two (72) hours, the requested leave shall be considered approved.

ITEM #5. THE DURATION OF THE CHOICE VACATION PERIOD(S).

The choice vacation period shall begin the first week in January and end the last full week of November.

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

The vacation period will begin on Sunday and end on Saturday. Management will make every effort to schedule Part-Time Flexible/City Carrier Assistants off the following Sunday.

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

Letter carriers at their option may request one (1) or two (2) selections during the choice vacation period, in units of either one (1), two (2) or three (3) weeks; not to exceed three (3) weeks total, in accordance with leave earned annually.

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

Section 1. Jury duty shall not be charged to the choice vacation period.

Section 2. An employee who attends a National or State Convention as a delegate or has jury duty during his/her choice vacation period(s), is eligible for another available choice vacation period provided the selection does not deprive any other employee of his/her first choice vacation period selection.

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

Section 1. There shall be 5% of letter carriers allowed off during the month of January. There shall be 8% of letter carriers allowed off during the months of February and November. There shall be 10% of letter carriers allowed off during the month of March. There shall be 11% of letter carriers allowed off during the month of April. There shall be 12% of letter carriers allowed off during the months of May and September. There shall be 13% of letter carriers allowed off during the months of June, July, and August. There shall be 9% of the letter carriers allowed off during the month of October.

Section 2. In those instances where computing the above percentages does not result in a whole number and the fractional result is .5 or higher, the next whole number shall be considered the correct figure. The percentages shall be computed against the total number of career letter carriers assigned to each section as of January 1 of each year.

ITEM #10. THE ISSUANCE OF OFFICIAL NOTICES TO EACH EMPLOYEE OF THE VACATION SCHEDULE APPROVED FOR SUCH EMPLOYEE.

Carriers shall be issued the approved PS Form 3971(s) indicating their vacation selection(s) per Item 4, Section 2.B and 2.C.

ITEM #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. A copy of the notice shall be provided to each steward of each unit.

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

All requests for annual leave other than choice vacation shall be submitted on PS Form 3971 in triplicate. The letter carrier submitting the annual leave request(s) will be provided one (1) of the PS Form 3971s with the supervisor completing item: "Signature of Supervisor and Date Notified," no later than the end of the employee's tour of duty that day.

ITEM #13. THE METHOD OF SELECTING EMPLOYEES TO WORK ON A HOLIDAY.

1. Part-Time Flexible employees.

2. City Carrier Assistant employees.

3. Full-time regulars who volunteer to work on their holiday or day designated as a holiday, by seniority.

4. Full-time regulars who volunteer to work on their non-scheduled day, by seniority.

5. Full-time regulars who did not volunteer to work on their holiday, by inverse seniority.

6. Full-time regulars who did not volunteer on what would otherwise be their non-scheduled day, by inverse seniority.

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

An overtime desired list shall be established for each individual carrier section as identified by delivery zones 20814, 20815, 20816 and 20817.

ITEM #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 reserve 3% of the scheduled carrier complement of the Bethesda facility for temporary light-duty assignments consisting of eight (8) hours. The Postmaster shall make every effort to employ carriers in their own station for light-duty assignments. Every effort will be made to provide light-duty assignments for any additional carriers if needed.

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.

The Postmaster shall make every effort to employ letter carriers in their own station(s) or branch(es) for light-duty assignments.

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

Light-Duty assignments can be from, but not limited to, the following:

1. Auxiliary foot and mounted city delivery routes.
2. Auxiliary parcel post routes.
3. Case mail.
4. Collections.
5. Deliver Express Mail.
6. Drafting carrier maps.
7. Labeling carrier cases on an as needed basis.
8. Labeling inside of apartment boxes.
9. Marking-up forwardable mail.
10. Providing auxiliary assistance on an as needed basis.
11. Rewriting carrier route books.
12. Segmentation duties.
13. Training new employees when the training is done at the station level by craft employees.

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.

Each carrier zip code shall comprise a separate section.

ITEM 19. THE ASSIGNMENT OF EMPLOYEE PARKING SPACES.

1. Car pool with the greatest number of riders.
2. When number one (1) is satisfied, all remaining parking spaces will be on a first-come, first-served basis.
3. A parking committee may be established at each unit affected, consisting of three (3) people: one (1) from management, the NALC shop steward, and one (1) letter carrier to administer this article.
4. The parking committee's duties shall consist of overseeing equality in parking for all postal employees.

5. Spaces will be reserved for legally handicapped employees based on public law.
6. Two (2) steward spaces will be allotted per every fifty (50) employees.
7. One (1) slot will be allotted for the Step 2 Designee.

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 to attend union activities, requested prior to the determination of the choice vacation schedule, will not be a 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.

Section 1. At each work location, management shall post all temporary vacant full-time craft assignments of anticipated duration of five (5) days or more.

Section 2. Full-time reserve, unassigned regulars, part-time flexible and city carrier assistant letter carriers may indicate their preference for such assignments, in writing by using local opting form in duplicate until the Tuesday prior to the beginning of the vacancy.

Section 3. Detailing of employees to higher level bargaining unit work in each craft shall be from those eligible, qualified and available employees in each craft in the immediate work area in which the temporarily vacant higher level position exists.

Section 4. The senior carrier having indicated his/her preference shall be notified Wednesday prior that he/she is awarded the assignment.

Section 5. The above shall not apply where assignments become available upon less than twenty-four (24) hour notice. In such circumstances, management shall inquire as to the preference of each employee and award the assignment to the senior employee who, in writing, indicates a preference.

Section 6. Letter carriers will receive two (2) ten (10) minute breaks on the street. Letter carriers have a choice of break locations, one of them may be at and/or inside his/her work location facility after moving/hitting to the street and loading his/her postal vehicle. Such letter carriers shall complete PS Form 1564-A, Delivery Instructions and indicate his/her work location facility as the location of one (1) of his/her two (2) ten (10) minute street breaks.

Section 7. Local safety and health meetings shall be held quarterly, or as often as needed.

Section 8. When a letter carrier route 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 the posting procedures in this Article.

ITEM 22. LOCAL IMPLEMENTATION OF THIS AGREEMENT RELATING TO SENIORITY, REASSIGNMENTS AND POSTING.

Section 1. Bidding for vacant assignments by letter carriers shall be installation wide with seniority as the determining factor. A copy of the posting will be provided to a shop steward in each zone.

Section 2. When there is more than one (1) vacant assignment posted, letter carriers may bid for as many assignments as are posted, stating their preference in the following manner: first choice, second choice, third choice, and so forth.

Section 3. Letter carriers applying for a posted vacant assignment shall receive a receipt for their Form 1717 from their immediate supervisor, showing their name, job number and date submitted.

Section 4. Postings shall contain all information as outlined in Article 41 section 1.B-4 of the National Agreement.

Section 5. The successful bidder shall be placed in the new assignment within fifteen (15) working days after the posted announcement of the successful bidder, except during the month of December.

Section 6. A copy of all job postings affecting letter carriers shall be sent to the president of Branch 142, NALC, and/or designee of Branch 142.

Section 7. Updated seniority lists will be given to local stewards with one (1) copy sent to the president, Branch 142, NALC.

This Local Memorandum of Understanding (LMOU) constitutes the undersigned parties' complete agreement regarding the twenty-two (22) items stated in Article 30 of the 2011-2016 National Agreement between the NALC and USPS. This LMOU shall remain in effect until a new LMOU is negotiated.

Robert D. Williams

FOR CAPITOL BRANCH 142, NALC, AFL-CIO

President

TITLE

Larry Shenn

FOR BETHESDA, MD INSTALLATION

Postmaster

TITLE

4-30-2013

DATE

April 30, 2013

DATE