

LOCAL MEMORANDUM OF UNDERSTANDING

BETWEEN THE

NATIONAL ASSOCIATION OF LETTER
CARRIERS, AFL-CIO
CAPITOL BRANCH 142

AND THE

CLINTON, MD INSTALLATION

Of THE
UNITED STATES POSTAL SERVICE

2011-2016

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

- (A). Each letter carrier shall be granted **(5)** minutes, wash up time before serving their routes and before leaving upon ending their tour of duty. The wash-up times granted to letter carriers shall be recorded on Line 21 of the Route Inspection Form 1838.

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

- (A). All regular city delivery carriers shall have rotating days off.
- (B). Unassigned regulars reserve letter carriers and router's shall have rotating days off as well.

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.

- (A). It will be recognized by both parties, Management and local Union President, that emergency conditions may exist that would warrant the curtailment operations or mail delivery. Due to an Act of God such as inclement weather, hurricanes, tornados, or civil unrest. To adhere to the directions of the local authorities i.e., public officials, state highway administration officials, state police authorities, that consider travel to be hazardous and or unsafe to be traveling unless it is an extreme emergency.

ITEM #4. FORMULATION OF LOCAL LEAVE PROGRAM.

- (A). On or before December 1, management shall post a notice advising carrier craft employees to be prepared to make their selection for the choice vacation period on PS Form 3971 on or before January 31. Management shall solicit employees in order of seniority to make their selection. The vacation calendar will be posted by March 1.
- (B). Employees who have **(13)** thirteen days or more of annual leave per year shall be granted up to **the (10)** ten days of continuous annual leave during the choice period. The number of days of annual leave, not to exceed **(10)** ten days, shall be at the option of the **employer**.
- (C). Employees who earns **(20)** twenty or **(26)** twenty-six days of annual leave per year shall be granted up to fifteen days of continuous annual leave during the choice

period. The number of days of annual leave not to exceed fifteen **(15)** days, shall be at the option of the **employer**.

- (D). Cancellations shall be in writing and the **employees** name removed from the vacation leave calendar. The supervisor shall post for a period of **(1)** week, **(5)** working days, the time period that has been cancelled, stating that the Supervisor will accept all PS Forms 3971 for annual leave **request** for the cancelled period. Applicants will be awarded the selection on a seniority basis with preference to the employee who request the entire period. If no request is made for the entire period, then **request** will be granted for any part thereof.
- (E). Blood leave shall be granted up to four (4) hours on an "as available" basis. Documentation **should** be submitted when blood is donated or an attempt to donate was refused. Employees who are unable to give blood for any reason are obligated to return to duty when necessary to complete their full tour. They shall receive **(2)** hours administrative leave and two (2) hours of annual leave. Annual leave will take precedent over blood leave requests.
- (F). Incidental leave shall be on a first-come first-serve basis. In case of a tie, seniority shall be the controlling factor when two or more requests are received for the same date, provided such requests are received no more than **(1)** hour after the employee's scheduled reporting time.
- (G). PS Form 3971 for annual leave shall not be submitted more than one (1) calendar month before the beginning date requested and handed to the delivery supervisor or his or her designee, in duplicate. A copy will be returned to the employee within seventy two (72) hours (non-working days excluded) or the leave request shall be considered approved.
- (H). The number of persons who shall be granted leave on a daily basis during the prime time vacation period shall be the number agreed to in Item #9. For periods other than prime time, the number shall be 4.5 % of the complement in the letter carrier craft.
- (I). The Christmas period, as identified yearly in consultations between the **National Association of Letter Carriers and the Postal Service**, shall be excluded from any **minimum leave guaranteed** along with any leave not applied for at least twenty-four (24) hours in advance. While management is not obligated to meet any **minimums** under these circumstances, management may grant leave on a daily basis as operations permit.
- (J). **A cut-off time of 10:00 A.M. has been made for 3971's to be submitted for leave for the same days.**

- (K). All leave slips should be time-clock dated as well as handed to a Supervisor to ensure time of request. It is clearly understood that management does not have to guarantee any **minimums** if leave is requested less than twenty-four (24) hours in advance.
- (L). Emergency leave must be granted in case of death in employees immediate family. Immediate family is defined as grandmother, grandfather, mother, father, spouse, child, brother, or sister of the employee.
- (M). An employee subpoenaed to court during his or her choice vacation period is eligible for another available period.

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

- (A). The prime time vacation period will began on March 1 thru October 31, for the years 2011–2016.

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

- (A). The vacation period will start on Monday of the employee's work week. Exception may be granted between the employee, management, and the union.

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). After all employees have made a choice vacation selection in order of seniority, a second selection may be made for the time available provided it does not exceed the time specified in the “National Agreement”. The employee must have sufficient annual leave to cover the period requested.

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

- (A). Jury duty and attendance at National or State conventions shall not be charged to the employees choice vacation period.

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

- (A). The number of carriers who shall receive annual leave each week during the choice vacation period from March 1 thru May 31 will be 12%, from June 1 thru August 31, 14% and from September 1 thru October 31 will be 12%.
SENT TO IMPASSE – SEE ATTACHED PROPOSAL – EX. # 1.
- (B). The percentages will be based on the number of letter carriers assigned to the installation.
- (C). Where computing the percentage does not result in a whole number and the fraction is **5** or higher, the next number will be the correct figure.

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

- (A). The method of issuance of official notice to each employee of the vacation schedule approved for such employee shall be **Form PS** 3971 showing approved leave. The Supervisor will return the carbon copy to the employee.

ITEM #11. DETERMINATION OF THE DATE AND MEANS OF NOTIFYING EMPLOYEES OF THE BEGINNING OF THE NEW LEAVE YEAR.

- (A). Post on carriers bulletin board by November 1 of each year and a copy furnished to the union stating the same.

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

- (A). All annual leave will be submitted no more than **30** calendar days in advance, on a first come first basis (seniority tie breaker).
- (B). The approval or disapproval of annual leave must be made within **(72)** hours, Sundays and holidays not included after Supervisor and/or Postmaster of a letter carrier has physically received the leave application by the employee the **(72)** hours will only apply when leave has been submitted at least **(3)** days in advance.

- (C). The employee shall be provided a leave slip in triplicate with carbon paper. The one duplicate will be initialed by the Supervisor or Manager in charge and immediately returned to the employee.

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

- (A). After the required number of assignments has been determined by management under Article 11, Section 6 of the "National Agreement" the method of selecting employees to work on a holiday or designated holiday shall be on a voluntary basis with seniority prevailing in the following order.
1. Full-time regular employees who will volunteer to work their holiday or designated holiday.
 2. Full-time regular volunteer carriers for **who** the day is a non-scheduled work day on overtime by seniority with eight (8) hours overtime guaranteed.
 - 3. All part-time flexible employees to the maximum extent possible, even if the payment of overtime is required.**
 - 4. Full-time regulars who do not volunteer on what would otherwise be their non-scheduled day – by inverse seniority.**
 - 5. Full-time regulars who do not volunteer on what would otherwise be their holiday or designated holiday – by inverse seniority.**
- (B). When there are insufficient volunteers, assignments shall be made by inverse seniority from among a list of those employees remaining who did not volunteer in **1-2** above.

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

- (A). Overtime desired list shall be by carrier 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.

- (A). Management shall provide light duty assignments for all eligible carriers.
- (B). Any light duty assignments available for the letter carrier craft shall be reserved for those **carrier** on temporary or permanent light duty assignments.

ITEM #16. THE METHOD TO BE USED IN RESERVING LIGHT DUTY ASSIGNMENT SO THAT NO REGULARLY ASSIGNED MEMBER OF THE REGULAR WORK FORCE WILL BE ADVERSELY AFFECTED.

- (A). After a carrier has requested a light duty assignment Management and a NALC Representative shall consult each other on the work that's available so that no member of the work force will be adversely affected.

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

- (A). Casing mail, provide street assistance, traying mail, making collections, Express Mail deliveries, and carrier administrative duties based on their medical limitations, auxiliary assistance with parcel post delivery. Relabeling carrier cases, rewriting carrier route books, labeling inside apartment boxes, training new employees, when in fact, training is done at the station level by craft employees, segmentation duties, drafting carrier maps. Any other assignment that does not aggravate the **employees** condition and can be performed within **the** medical restrictions.

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.

- (A). By section.

ITEM 19. THE ASSIGNMENT OF EMPLOYEE PARKING.

- (A). Management will provide parking for all employees, with five (5) spaces reserved as assigned by management.

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.

- (A). Annual leave to attend union activities requested prior **to** determination of the choice vacation schedule shall not be part of the choice vacation plan.

- (B). It is not to be included in the total number of employees guaranteed to be off that period or week.

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

- (A). A full time regular carrier called in to work on a non- scheduled day will work his or her regular assignment even though the assignment is usually worked by a **T-6** or utility carrier. Provided that there is a vacant route on the swing to which the **T-6** carrier may be assigned. **Otherwise** the carrier working on a non-scheduled day will be assigned where needed.
- (B). Each letter carrier shall be afforded two (2) ten minute breaks during the course of each duty day; one morning break in the office and one on the street at a designated location.
- (C). To follow guidelines established by the "National Agreement" and maintain open lines of communications through labor/management meetings, at least quarterly, discuss other provisions as they arise.

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

- A. The length of posting shall be for a period of ten (10) days.
- B. Successful bidders shall be placed in a new assignment within fifteen (15) calendar days.
- C. Article 41, Section 3.O of the National Agreement will be placed in effect.
- D. A copy of the seniority list will be furnished to the local Branch on January 1 and July 1 of each calendar year.
- E. Employees on leave shall be notified of bidding on vacant duty assignments; via certified mail upon notification by a union representative.

This Local Memorandum of Understanding (LMOU) constitutes the undersigned parties' complete agreement regarding the 22 items stated in Article 30 of the 2006-2011 National Agreement between the USPS and the NALC. This LMOU shall remain in effect until a new LMOU is negotiated.

Robert Callen
FOR the USPS

4-29-2013
DATE

OIC
TITLE

Robert D. Williams
FOR the NALC

4-29-2013
DATE

President
TITLE

TITLE

APPENDIX #1

PROPOSAL SUMMARY

PROPOSAL # 1

Local Negotiations 2013

BRANCH **142 Clinton, MD Post Office 20735**

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

NOW READS:

- (A) THE NUMBER OF CARRIERS WHO SHALL RECIEVE ANNUAL LEAVE EACH
WEEK DURING THE CHOICE VACATION PERIOD FROM MARCH 1 THRU
MAY 31 WILL BE 12%, FROM JUNE 1 THRU AUGUST 31, 14% AND FROM
SEPTEMBER 1 THRU OCTOBER 31 WILL BE 12%

PROPOSED CHANGE TO SECTION (A)

- (A) THE NUMBER OF CARRIERS (INCLUDING CCAs) WHO SHALL RECEIVE
ANNUAL LEAVE EACH WEEK DURING THE CHOICE VACATION PERIOD
FROM MARCH 1 THRU MAY 31 WILL BE 12%, FROM JUNE 1 THRU
AUGUST 31, 14% AND FROM SEPTEMBER 1 THRU OCTOBER 31 WILL
BE 12%, THE GRANTING OF ANNUAL LEAVE TO CCAs DURING THE
CHOICE VACATION PERIOD IS CONTINGENT UPON THE CCAs HAVING A
LEAVE BALANCE OF AT LEAST FORTY (40) HOURS LEAVE AT TIME OF
REQUEST.

APPENDIX #2

PROPOSAL SUMMARY
PROPOSAL # 2

Local Negotiations 2013

BRANCH 142 Clinton, MD Post Office 20735

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

NOW READS:

- (B) THE PERCENTAGES WILL BE BASED ON THE NUMBER OF LETTER
CARRERS ASSIGNED TO THE INSTALLATION.**

PROPOSE TO READ:

- (B) THE PERCENTAGES WILL BE BASED ON THE NUMBER OF LETTER
CARRIERS (INCLUDING CCAs) ASSIGNED TO THE INSTALLATION.**