



**Local Memorandum of Understanding  
Between The  
National Association of Letter Carriers,  
Capitol Branch 142, AFL-CIO  
And The  
Beltsville, MD Installation  
Of The  
United States Postal Service**

**2006—2011**

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

**Section 1. Letter carriers shall have a 5 minute wash-up period prior to completion of their tour.**

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

**Section 1. Full-time letter carriers shall have rotating days off.**

**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. Any alert of information received regarding emergency conditions will be quickly and carefully weighed and if conditions warrant curtailment or termination of postal operations, a leave policy will be established and the Union will be notified as soon as practicable after management makes its decision. This does not preclude the Union from submitting information which will help management make its decision.**

**ITEM 4. FORMULATION OF LOCAL LEAVE PROGRAM**

**GENERAL PROVISIONS:**

**Section 1. Annual leave requests shall not be submitted if the requesting employee does not have sufficient leave or is not expected to have sufficient leave to cover the request. For PTF employees, annual leave is limited to accumulated and accrued leave.**

**Section 2. Annual leave shall not be cancelled by management except in serious emergency conditions.**

**Section 3. Military leave shall not be considered as part of the choice vacation quota.**

**Section 4. Court leave shall not be considered as part of the choice vacation quota.**

## **VACATION PLANNING:**

### **Section 1. Procedure for submission for choice vacation:**

**The procedure to be used to administer the local leave program for choice vacation is a vacation calendar which will be posted at a designated proximity to the carrier supervisor's desk. No later than January 2 of each year, the designated supervisor shall post notice that on January 15, carriers in order of their seniority, will make their choice(s) for their vacation.**

**No later than February 15 of each year, the designated supervisor shall have each carrier, in order of seniority, indicate their choice(s) on the vacation calendar and complete the necessary Form 3971 for the period of their choice(s).**

**When a carrier is approached he/she must make a choice(s) or forfeit their opportunity to use their seniority at that time and will be passed over. However, such employee will have the option to contact the supervisor at any time during the selection period to make a choice(s) for the period(s) which is still available.**

**Any employee scheduled off or absent during the selection period shall have the right to:**

- a. Call-in to request their choice(s)**
- b. Designate another employee to make the request**

### **Section 2. Seniority will be the determining factor in granting all choice vacation requests.**

### **Section 3. All cancellations of choice vacation leave shall be shown on the vacation calendar within 48 hours, excluding Sundays and holidays. If approved, granting of the cancelled leave shall be on a first come first served basis, with seniority prevailing in a tie.**

### **Section 4. No exchange of vacations shall be permitted unless the employee(s), the supervisor, and the shop steward mutually agree.**

### **Section 5. An employee transferring from one section to another shall be granted their choice vacation as previously chosen.**

**NON-CHOICE VACATION ANNUAL (Annual leave requests for periods within and outside of the vacation period which were not submitted during the choice vacation submittance period)**

- Section 1.** Excluding the month of December, requests for annual leave shall be granted for up to 2 letter carriers, except as otherwise provided for during the choice vacation submittance period. Such requests will not be acted on prior to 30 days of the beginning of the leave itself. Further, such requests must be submitted no later than the Tuesday preceding the service week that the leave begins in order for the above guarantee to apply.
- Section 2.** Leave requests shall be submitted on Form 3971 and management shall approve or disapprove the leave request, record the reason if disapproved, and make available the duplicate copy to the carrier within 72 hours after it has been submitted.
- Section 3.** At the expiration of the 72 hours, the carrier and the Union shop steward must make inquiry to management as to the disposition of the leave request. Should management then fail to act on the request, the requested leave shall be considered approved.
- Section 4.** In the case of 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 carrier.
- Section 5.** Day leave requests (requested on the day of the leave itself), if granted, shall be granted on a first come first served basis.
- Section 6.** If prior requested annual leave which was disapproved becomes available, the original request will supersede any new request. Additionally, if there is a tie concerning disapproved slips, the earliest date of submission and if necessary, seniority will be the determining factor for approval.

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

- Section 1.** The choice vacation period is the period beginning the first full week in April thru the last full week of November of each year.

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

**Section 1.** Letter carriers shall submit a Form(s) 3971 when they make their choice on the vacation calendar and management will give a copy of the approved 3971(s) to the employee.

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

**Section 1.** By November 1 of each year, a general order will be issued advising all employees of the date of the new leave year.

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

**Section 1.** All requests for annual leave for other than choice vacation shall be submitted on Form 3971, in duplicate.

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

**Section 1.** Employees will be selected in the following manner:

- a. Casuals and part-time flexibles;
- b. Full-time regulars who volunteer to work their holiday or day designated as their holiday, by seniority;
- c. Full-time regulars who volunteer to work their non-scheduled day, by seniority;
- d. Full-time regulars who do not volunteer on what otherwise would be their holiday or day designated as their holiday, by juniority.
- e. Full-time regulars who do not volunteer on what otherwise would be their non-scheduled day, by juniority.

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

**Section 1. Overtime desired list shall be by section.**

**ITEMS 15, 16 & 17 LIGHT DUTY ASSIGNMENTS**

**Section 1. Branch 142 and management agree to establish a committee to be composed of one representative of each party to determine the needs of carriers who request light duty assignments.**

**Section 2. Carrier members shall be designated by the Union President.**

**Section 3. When carriers request light duty in accordance with Article 13 of the National Agreement, the committee shall determine the needs of the employee and the availability of work.**

**Section 4. Light duty is defined as work that can be performed by an ill or injured employee (not job related), without creating a hazard to themselves or others.**

**Section 5. When it is not possible to assign light duty in the carrier craft, Branch 142 will be notified prior to effecting assignment to another craft.**

**Section 6. Management will make every effort to make light duty positions available, as needed.**

**Section 7. A regular carrier on light duty assignment shall have priority over regular carrier overtime hours and part-time flexible carrier hours, if able to perform the work, so that he/she may work up to 40 hours.**

**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**

**Section 1. The Beltsville Post Office shall constitute the section.**



**ITEM 19. THE ASSIGNMENT OF EMPLOYEE PARKING**

**Section 1. Employees will be assigned parking spaces by management when such are available.**

**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**

**Section 1. Leave for Union officials and/or delegates shall not be counted in the number of employees allowed off for vacation. Approval of such leave will be based on service needs.**

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

**Section 1. The Safety and Health Committee shall meet at least quarterly. The first quarter meeting shall be held on or about November 15, with the remaining dates determined by the Committee and at such other times as requested by the Committee. The meeting shall be on official time and each Committee member must submit agenda items to the Secretary at least 3 days prior to the meeting. The Committee members shall include 1 person from the Union and an appropriate management representative. The Union shall be represented by the Union President or his designee.**

**Section 2. Labor-Management meetings shall be held the same as above.**

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

**Section 1. An accurate seniority list of all members of the letter carrier craft shall be posted on January 31 and July 31, of each year. The current seniority date of each employee shall be listed next to each name.**

**Section 2. The seniority list shall be posted on each NALC bulletin board, and 2 copies of the list given to Branch 142.**

- Section 3.** The carrier unit is defined as the Installation.
- Section 4.** If there is no bidder for a posted vacancy, the junior unassigned regular carrier shall be assigned to the vacancy.
- Section 5.** When a vacancy occurs on an assignment, a notice will be posted for a period of 10 days advising carriers of the vacancy and that an application must be filed before the end of that period. This notice shall be postmarked at the time it is posted and also when it is removed at the end of the period. All applications of carriers shall be postmarked promptly when submitted to the supervisor, as evidence that they were filed on time.
- Section 6.** At the expiration of the posting period, the notice shall be removed and the supervisor in charge shall open the sealed bids. A Union representative may be present at the opening of the bids. The names of carriers who made application for the vacancy shall be listed in order of their seniority, in conformance with these seniority regulations. The appropriate supervisor will post the results.
- Section 7.** In instances where several assignments are posted, a letter carrier may bid for as many assignments as are posted, marking each card in order of preference, e.g. first, second, third, etc.
- Section 8.** Bidding for vacant assignments will be open to all full-time regular carriers on the seniority roster.
- Section 9.** All 8 hour assignments shall be preferred assignments.
- Section 10.** Before a vacant assignment is altered, the Union will be notified.
- Section 11.** Article 41.3.O of the National Agreement is a part of this LMU.
- Section 12.** Bidding in accordance with Article 41.2.B.3 or 41.2.B.4, shall be as follows:
- Employees applying for temporarily vacant duty assignments of 5 days or more will submit applications when interested in any such assignment. They shall indicate their preference when more than one such job is applied for at any one time covering the same period. Assignment award will be by seniority.
- Temporary assignments created by scheduled annual leave shall be considered available by their appearance on the updated and posted annual leave schedule. Such applications shall be accepted by the

**management until Monday AM, prior to the service week in which such duty assignment commences, for scheduling purposes.**

**When it is projected that a craft duty assignment other than scheduled annual leave will be temporarily available for 5 days or more, notice of such assignment will be posted and remain posted until the next work schedule is prepared, at which time it will be awarded by seniority.**

**This Local Memorandum of Understanding (LMU) 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 LMU shall remain in effect until a new LMU is negotiated.**

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**For the USPS**

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**Date**

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**Title**

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**For the NALC**

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**Date**

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**Title**