



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

2006—2011

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ITEM NO. 1. ADDITIONAL OR LONGER WASH-UP PERIODS

Letter carriers shall have a two (2) minute wash-up period before leaving for the street, a two (2) minute wash-up period prior to lunch, and a two (2) minute wash-up period prior to the completion of their tour.

ITEM NO. 2. THE ESTABLISHMENT OF REGULAR WORK WEEK OF FIVE DAYS WITH EITHER FIXED OR ROTATING DAYS OFF

Fixed non-scheduled days off will be granted on the basis of seniority. On no more than one day per week shall there be more than one regular carrier non-scheduled. On the day that two (2) regular carriers are non-scheduled, the Carrier technician shall state his preference for the route assigned to his set-up. When a vacancy occurs, the regular carriers will be re-pollled for their preference of non-scheduled fixed day and the vacancy will be posted with the remaining non-scheduled day.

ITEM NO. 3. OPERATIONS DURING EMERGENCY CONDITIONS - GUIDELINES FOR THE CURTAILMENT OR TERMINATION OF POSTAL OPERATIONS TO CONFORM TO ORDERS OF LOCAL AUTHORITIES OR AS LOCAL CONDITIONS WARRANT DUE TO EMERGENCY CONDITIONS

Management will quickly and carefully consider any information received regarding emergency conditions. If conditions warrant curtailment or termination of postal operations, a leave policy will be established, and the Local Shop Steward or the President of Branch 142 will be notified as soon as practicable. The employees' safety supersede any other consideration during emergency conditions.

ITEM NO 4. FORMULATION OF LOCAL LEAVE PROGRAM

A. Annual leave requests shall not be submitted if the requesting employee does not have sufficient leave to cover the request, or is not expected to have sufficient leave to cover the request. For Part-time Flexible employees, vacation planning is limited to accumulated and accrued leave.

B. Procedure for submission for choice vacation:

The procedure to be used to administer the choice vacation leave program is a vacation calendar. No later than February 25 of each leave year the designated Supervisor shall post notice that on March 1 (excluding Sunday) carriers will make their selection(s) for vacation, in order of seniority.

No later than March 5, the designated supervisor shall have each carrier in order of seniority, designate his/her vacation selection(s) on the vacation calendar for any open period. The carrier will then execute a (in duplicate) to coincide with the leave shown on the calendar. The supervisor will then approve the leave and return copy to the carrier.

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

Any employee schedule off during the submission period shall have the right to:

1.) Call-in to request selection(s)

2.) Designate another carrier to make selection(s)

If option 1.) or 2.) above is utilized, the carrier shall execute the Form 3971 indicating his/her approved vacation period as soon as possible after return to duty and a copy will be provided the carrier.

C. Provided cancellation of any choice vacation occurs at least two weeks prior to the beginning of the canceled leave, said choice period shall be reposted. Employees may submit for said leave up to the Wednesday preceding the service week for which the leave is to begin and seniority will be the determining factor for approval.

D. Once management has approved annual leave on PS Form 3971, it will be honored except for serious emergency situations.

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

F. Court leave shall not be considered part of the choice vacation period quota.

ITEM NO. 5. DURATION OF CHOICE VACATION PERIOD

The choice vacation period shall be from January 2nd through the last full week of November.

ITEM NO. 6. DETERMINATION OF THE BEGINNING DAY OF AN EMPLOYEE'S VACATION PERIOD

Monday will be the beginning day of choice vacation period. Changes may be with the mutual agreement of the employee and management.

ITEM NO. 7. WHETHER EMPLOYEES AT THEIR OPTION MAY REQUEST TWO SELECTIONS DURING THE CHOICE VACATION PERIOD, IN UNITS OF EITHER 5 OR 10 DAYS

Employees may, at their option, request two selections during the choice vacation period, in units of either 5 or 10 working days, the total no to exceed 10 or 15 days based on the number of days of annual leave they earn per year as outlined in Article 10, Section 3D1 and 2 of the National Agreement.

ITEM NO. 8. WHETHER JURY DUTY AND ATTENDANCE AT NATIONAL OR STATE CONVENTIONS SHALL BE CHARGED TO THE CHOICE VACATION PERIOD

Jury duty and attendance at National or State Convention shall not be considered as part of the employee's choice vacation period.

ITEM NO. 9. DETERMINATION OF THE MAXIMUM NUMBER OF EMPLOYEES WHO SHALL RECEIVE LEAVE EACH WEEK DURING THE CHOICE VACATION PERIOD

Thirteen percent of the city carrier force will be granted leave each week during choice vacation period for the life of this agreement. If the final computation results in a fraction above 0.5, this will constitute another whole employee being granted leave during the choice vacation period.

ITEM NO. 10. ISSUANCE OF OFFICIAL NOTICES TO EACH EMPLOYEE OF THE VACATION SCHEDULE APPROVED FOR THEM

The approved Form 3971 shall constitute official notice per Item 4.B, second paragraph.

ITEM NO. 11. DETERMINATION OF THE DATE AND MEANS OF NOTIFYING EMPLOYEES OF THE BEGINNING OF THE NEW LEAVE YEAR

Notice of the beginning of the new leave year will be posted by November 1 each year on the employee bulletin board and on the official bulletin board located near the time clock.

ITEM NO. 12. PROCEDURES FOR SUBMISSION OF APPLICATIONS FOR ANNUAL LEAVE DURING OTHER THAN THE CHOICE VACATION PERIOD

- A. All requests for leave other than choice vacation period leave shall be submitted on Form 3971 in duplicate.
- B. All annual leave, including day leave, may be granted depending on the need of the service and the welfare of the individual employee. Such requests will not be acted on prior to thirty (30) calendar days before the beginning of the leave.
- C. Management shall approve or disapprove the leave request, record the reason for any disapproval, and make available the duplicate copy of Form 3971 to the employee within seventy-two (72) hours after it has been submitted.
- D. In the 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.
- E. Day leave requests, if granted, shall be given on a seniority basis. Requests must be submitted within thirty (30) minutes after the latest carrier's reporting time for seniority to apply. Then the leave will be granted on a first come first served basis.
- F. If prior requested annual leave which has been disapproved under the thirty (30) day provision becomes available at a later date, the original request will supersede any new request. Additionally, if there is a tie concerning disapproved leave slips, the earliest date of submission, and if necessary seniority will be the determining factor for approval.

ITEM NO. 13. METHOD OF SELECTING EMPLOYEES TO WORK ON A HOLIDAY

Management will select carriers to work on designated holiday or the actual holiday in the following order:

- A. Casuals and Part-time Flexibles
- B. Full-time regulars, with the necessary skills, who volunteer to work on the non-scheduled day by seniority.
- C. Full-time regulars, with the necessary skills, who volunteer to work their designated holiday by seniority.
- D. Full-time regulars in inverse seniority order on their designated holiday.

E. Full-time regulars in inverse seniority order on their non-scheduled day.

ITEM NO. 14. OVERTIME DESIRED LIST

Overtime desired lists shall be posted by section and or tour.

ITEM NO. 15, 16, 17. LIGHT DUTY ASSIGNMENTS

The number and place of light duty assignments will be consistent with good business practices and the final determination will be that of the Postmaster. The type of assignments will be contingent upon the physical limitations of the employee, as set by a physician, and the work available. Management will make every reasonable effort to keep the employee in a work status.

ITEM NO. 18. IDENTIFICATION OF SECTIONS

The identification of assignments comprising a section shall be the Bladensburg Post Office.

ITEM NO. 19. ASSIGNMENT OF EMPLOYEE PARKING SPACES

All parking spaces in the post office lot, except the customer parking area near the front of the post office (11 spaces) and the parking spaces needed for postal vehicles, may be used for employee parking during their tour of duty, on a first come, first served basis.

ITEM NO. 20. UNION ACTIVITIES DURING CHOICE VACATION PERIOD

Leave requested and approved prior to the determination of the choice vacation schedule shall not be a part of the choice vacation plan.

ITEM NO. 21. THOSE OTHER ITEMS WHICH ARE SUBJECT TO LOCAL NEGOTIATIONS AS PROVIDED IN THE CRAFT SUPPLEMENTAL AGREEMENTS

Items of uniform dress appropriate for the winter season shall be worn in the months of November, December, January, February and March. Items of uniform dress appropriate for the summer season shall be worn in the months of July and August. During the months of April, May, June, September and October, appropriate summer or winter apparel shall be worn at the option of the employee.

ITEM NO. 22. LOCAL IMPLEMENTATION OF THIS AGREEMENT RELATING TO SENIORITY, REASSIGNMENTS, AND POSTINGS

A. In instances where several assignments are posted, all regular letter carriers may bid for as many assignments as are posted installation wide, marking each card in the following manner first choice, second choice, third choice, etc. PS Form 1717 shall be submitted to Postmaster or designee. The employee shall receive a receipt.

- B. Bidding for vacant full-time regular assignments will be open to all full-time regular carriers installation-wide.
- C. When a letter carrier route or full-time duty assignment, other than a letter route or full-time duty assignment of the junior employee, is abolished at a delivery unit, as a result of, but not limited to, route adjustments, highway construction, housing projects, all route and full-time duty assignments at that unit held by letter carriers who are junior to the carrier whose route or full-time duty assignment is abolished, shall be posted for bid in accordance with the posting procedures in this article.
- D. A copy of all job postings shall be sent to N.A.L.C. Branch 142 when they are posted.
- E. N.A.L.C. Branch 142 shall be notified of a reverted positions in the carrier craft in the Bladensburg Post Office within twenty-one (21) days of the posting.
- F. If there is no bidder for a posted vacancy, the junior unassigned regular carrier will be assigned to the vacancy.
- G. An accurate seniority list of all employees in the letter carrier craft shall be posted by January of each year. In addition, the seniority list will be updated when there's a change.
- H. Management shall furnish the shop steward of the unit with a copy of the seniority list when it is posted.
- I. One (1) copy of the seniority list will be sent to the N.A.L.C. Branch 142.
- J. Letter carrier assignments shall not be posted when there is a change in the reporting time of more than one (1) hour, unless posting is requested by the assigned carrier.
- K. In accordance with Article 41, Section 2B, 3, 4 of the National Agreement, if other than the senior eligible employee makes preference known, the supervisor shall solicit those eligible employees who are senior to said employee.

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.

For the USPS

Date

Title

For the NALC

Date

Title