



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

2006—2011

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ITEM NO. 1

ADDITIONAL OR LONGER WASH-UP PERIODS

The employer shall grant the following periods of wash-up time each day:

A. Each letter carrier will be granted five (5) minutes of wash-up after casing his/her route and prior to going on the street, in order to present a neat and tidy appearance.

B. Each letter carrier will be granted five (5) minutes for wash-up prior to his/her lunch period while in the office after performing duties which can be considered as dirty work.

C. The above times will be recorded on Line 21 of the route inspection form 1838.

ITEM NO. 2

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

The determination of fixed or rotating work schedules for full-time letter carriers will be made on the basis of past local practice, unless otherwise agreed between the parties. 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, and routers. The President of Branch #142 will be advised of any such work schedules.

ITEM NO. 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. If conditions warrant curtailment or termination of Postal operations to conform with orders of local authorities or as local conditions warrant because of emergency conditions, a leave policy will be established and the Union will be notified as soon as practicable.

Section 2. No Letter Carrier shall be required to deliver mail when there is an imminent threat to his/her safety or well being.

Section 3. The employer and the Union shall use all possible means to notify Letter Carriers should they be in a duty status on the street when any of the above conditions occur.

ITEM NO. 4

FORMULATION OF LOCAL LEAVE PLAN

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 in vacation planning.

Section 4. Official approved Court leave shall not be considered in vacation planning.

Vacation Planning:

Section 1. Procedure for submission for choice vacation:

Approximately fifteen (15) days prior to February 15 of each year, management will post that on or about February 15 the process of selection of choice vacation will begin. Employees failing to make a choice when approached for their selection, could lose their initial choice. On or about February 15 of each year, a designated supervisor shall have each carrier in order of seniority, including PTF carriers, designate

their vacation choice or choices on a prescribed vacation calendar and complete the Form 3971 per this approved selection. When a carrier is approached he/she must make a selection or they will forfeit their opportunity to use their seniority and will be passed over. However, this employee will have the option to contact the supervisor at any time during the selection period to make a selection for a period or periods which are still available.

Letter carriers absent during the selection period must make their preference known in writing. Form 3971 must be completed ASAP after request is made. All vacation selections are to be completed within fourteen (14) calendar days with a duplicate 3971 returned and approved (per designated % per unit) before March 1 of each year.

Section 2. The vacation calendar for the first selection period shall be posted in an area accessible to all employees no later than March 1.

Section 3. Choice vacation leave shall be granted by Station or Branch.

Section 4. Employees becoming ill while on annual leave may have leave charged to sick leave upon request. Such employees whose absence was charged to sick leave are allowed to choose another available vacation period.

Section 5. Cancellations of choice vacation leave shall be shown on the vacation schedule within two (2) working days, excluding Sundays and Holidays. If approved, granting of cancelled leave periods shall be on a first come first serve basis.

Section 6. No exchange will be permitted during choice vacation unless the employee, supervisor and shop steward mutually agree.

ANNUAL LEAVE OTHER THAN CHIOCE VACATION

Section 1. Leave requests for other than vacation planning will not be acted upon earlier than fourteen (14) days prior to the beginning of the leave.

Section 2. Leave requests for other than vacation planning will be considered on a first serve basis.

Section 3. Leave requests for other than vacation planning will be handed to the carrier supervisor/designee who will date and note the time of day on the form.

Requests shall be submitted on Form 3971 in duplicate. Management shall approve or disapprove the request, record any reason for disapproval, and make available the copy of the 3971 to the employee within three (3) business days.

Should management fail to make available a copy of the 3971 with the appropriate disposition of approval or disapproval within three (3) business days, the requested leave shall be considered approved.

Section 4. Seven percent (7%) of the scheduled carrier complement will be granted annual leave during the non-choice period provided the request is submitted at least five (5) days in advance of the beginning of the leave.

ITEM NO. 5

THE DURATION OF THE CHOICE VACATION PERIOD

The choice vacation period shall begin with the first full week in April and run through the last full week of October.

ITEM NO. 6

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

The vacation period shall start on the first day of the employee's basic work week. Exceptions may be granted by agreement among the employee, the Union representative, and the Employer.

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 at their option may request two (2) selections during the choice vacation period, in units of five (5) or ten (10) days, the total not to exceed the ten (10) or fifteen (15) days earned in Article 10(3.D.1.) or 2.

ITEM NO. 8

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

Section 1. Jury duty will not be considered as part of the quota of Carriers off during the choice vacation period.

Section 2. Letter Carriers who are to be delegated to the National or State Conventions of the National Association of Letter Carriers shall not be counted as part of the percentage let off for choice vacation period. Request for such leave must be submitted in accordance with Article 24, Section 2, of the National Agreement.

ITEM NO. 9

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

Section 1. The number of Letter Carriers who shall be granted annual leave weekly during the choice vacation shall be as indicated below:

April 15%	May 15%	June 15%
July 15%		
August 15%	- week of convention 13%	
September 15%	October 13%	

Section 2. In those instances where computing the percentages does not result in a whole number and the fractional result is a 0.5 higher, the next whole number shall be considered the correct figure.

ITEM NO. 10

THE ISSUANCE OF OFFICIAL NOTICES TO EACH EMPLOYEE OF THE VACATION SCHEDULE APPROVED FOR SUCH EMPLOYEE

Management will furnish to Letter Carriers the duplicate PS Form 3971 indicating the choice vacation period approved from him/her within fourteen (14) days after the cut-off date.

ITEM NO. 11

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

A notice will be posted at all offices notifying employees of the beginning of the new leave year. This must be no later than November 1. There shall be a general announcement made on the date the notice is received.

ITEM NO. 12

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

All requests for annual leave shall be submitted on PS Form 3971 in duplicate.

ITEM NO. 13

THE METHOD OF SELECTING EMPLOYEES TO WORK ON A HOLIDAY

- A. Casual employees even if overtime is necessary
- B. Part-time flexible schedule employees, even if overtime is necessary.
- C. Full-time and part-time regular employees who volunteer to work their holiday in order of seniority.
- D. Full-time and part-time employees who volunteer to work on the day that would be their regularly scheduled day off. Selections will be made in order of seniority.
- E. Transitional carrier employees (TE's).
- F. Full-time and part-time regular employees who have not volunteered to work the holiday or designated holiday by inverse seniority.
- G. Full-time and part-time regular employees who have not volunteered to work the holiday and that day would be regularly scheduled off day by inverse seniority.

ITEM NO. 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 station or carrier section as identified by delivery zone.

ITEM NO. 15

THE NUMBER OF LIGHT DUTY ASSIGNMENTS WITHIN
EACH CRAFT OR OCCUPATIONAL GROUP TO BE
RESERVED FOR TEMPORARY OR PERMANENT LIGHT
DUTY ASSIGNMENT

A. Every reasonable effort will be made to provide light duty assignments for letter carriers, consisting of eight (8) hours or less.

ITEM NO. 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

Light Duty assignments will be for a maximum of thirty (30) days with the understanding that extensions can be granted if conditions warrant. Medical review to certify the extent and need of light duty will be presented.

ITEM NO. 17

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

It is agreed that light duty assignments within the stations and branches for letter carriers will include duties within his/her physical limitation such as but not limited to:

1. Assisting routes by setting up mail.
2. Relabeling carrier cases.
3. Rewriting carrier route books.
4. Collecting mail.
5. Labeling inside of apartment boxes.

6. Segmentation duties.
7. Drafting carrier maps.

ITEM NO. 18

THE IDENTIFICATION OF ASSIGNMENTS
COMPRISING A SECTION, WHEN IT IS
PROPOSED TO REASSIGN WITHIN AN
INSTALLATION EMPLOYEES EXCESS THE
NEEDS OF A SECTION

SECTION 1 - Zone 20743

SECTION 2 - Zone 20747

ITEM NO. 19

THE ASSIGNMENT OF EMPLOYEE PARKING
SPACES

When parking is provided at a Carriers' Station or Carriers Section, Carriers will be allotted an equal number of spaces in accordance with the percentage of Carriers in the total work force at a work location.

ITEM NO. 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 choice vacation schedule will not be a part of the total choice vacation period.

ITEM NO. 21

**THOSE OTHER ITEMS WHICH ARE SUBJECT TO
LOCAL NEGOTIATIONS A PROVIDED IN THE
CRAFT PROVISIONS OF THIS**

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

Section 2.. Full-time reserve, unassigned regular and part-time flexible Letter Carriers may indicate their preference for such assignments, in writing, until the Wednesday prior to the beginning of the vacancy.

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

Section 4. In such circumstances, Management shall post said assignments as soon as they become available and award the assignment to the senior employee who, in writing, indicates a preference.

Section 5. Letter Carriers may submit the opting form provided by the Union, in duplicate and a signed copy will be returned to the employee, upon request.

Section 6. When a letter carrier route or full-time duty assignment other than the letter carrier route(s) or full-time duty assignments(s) of the junior employee(s) is abolished at a delivery unit as a result of, but not limited to, route adjustments, highways, housing projects, all routes and full-time duty assignments at that unit held by letter carriers who are junior to the carriers(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 21 (CONT)

Section 7. The posting for bid of routes and full-time duty assignments in the circumstance described immediately above shall be restricted to the affected Section (ZIP Code).

This shall be an exception to the procedures for posting duty assignments provided in Article 41 of the National Agreement and in this Local Memorandum of Understanding as stated in number 1 above.

ITEM NO. 22

LOCAL IMPLEMENTATION OF THIS AGREEMENT
RELATING TO SENIORITY REASSIGNMENTS AND
POSTING

(Insert)

Capitol Heights
Postal Installation

Section 1. - Bidding for vacant assignments by Letter Carriers shall be permitted throughout the ~~Southern~~ ~~MD Stations and Branches~~ with seniority as the determining factor.

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

Section 3. - Upon the employee's request, he/she will initiate a receipt of submitted bids, which time management will initial.

Section 4. - The successful bidder shall be placed in the new assignment within fifteen (15) days of the closing of the bids, except during the month of December.

Section 5. - A copy of all job postings affecting letter Carriers shall be sent to the President of Branch 142, National Association of Letter Carriers.

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