



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

**2006—2011**

Item 1.    ADDITIONAL OR LONGER WASH-UP PERIODS

- A.    Carriers shall have up to six (6) minutes wash-up time per day. To be used two (2) minutes before leaving for street duties, two (2) minutes before lunch, and two (2) minutes after returning to the office.
- B.    These times, if used, shall be credited on all route examination forms.

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

- A.    All annual rate regular letter carriers in the College Park Post Office shall be on a rotating days off schedule.
- B.    Management may establish fixed days off for special letter carrier assignments such as, but not limited to routers, segmented full-time letter carrier positions, etc.

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.    Its obligation to the safety and health of its employees and customers.
- B.    It is recognized by both parties that on occasions emergency conditions may exist which would encourage the employer to consider the curtailment of operations. In cases of such emergencies, the employer will, prior to making a decision to curtail the operations, take into consideration such factors as:

The degree of emergency as stated by and acted upon by responsible government authorities;

The requirements and reactions of its customers to the emergency;

The accessibility of postal operations to its customers, employer and employees.

Prior to or as soon as practicable to taking action to curtail the operations, the employer will notify the union of its decision and plan of implementation.

Item 4. FORMULATION OF THE LOCAL LEAVE PROGRAM

GENERAL PROVISIONS:

- A. 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.
- B. Annual leave shall not be canceled by management except in serious emergency conditions.
- C. Military leave shall not be considered as part of the choice vacation quota.
- D. Court leave shall not be considered as part of the choice vacation period quota.

CHOICE VACATION ANNUAL LEAVE:

- A. Procedure for submission for choice vacation:
  - 1. The procedure to be used to administer the local leave program is a vacation calendar which will be posted at a designated proximity to the carrier supervisor's desk.
  - 2. No later than January 2 of each year the designated supervisor shall post notice that on January 5 carriers, in order of their seniority, will make their selection(s) for their vacation.
  - 3. No later than January 5 of each year, the designated supervisor shall have each carrier, in order of seniority, including PTF employees designate their selection(s) on the vacation calendar and complete the necessary form 3971(s). A copy of the approved 3971 will be provided immediately after selection(s) is made. When a carrier is approached he/she must make a selection or they 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 selection for a period which is still available.
  - 4. Any employee scheduled off for any reason during the submission period shall have the right to:
    - a. Submit their sealed 3971 before January 5th.
    - b. If multiple 3971's are submitted, they must be prioritized.
- B. Seniority will be the determining factor in granting all choice vacation requests.

- C. All cancellations of choice vacation leave shall be shown on the vacation schedule within forty-eight (48) hours, excluding Sundays and holidays. Granting of the canceled leave shall be on a first come, first served basis with seniority prevailing in a tie.
- D. No exchange of vacations shall be permitted.
- E. An employee transferring from one section to another shall be granted their choice vacation as previously chosen.

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

- A. Annual leave requests for non-choice periods will not be acted on prior to three (3) months from the beginning of the leave. The three (3) months to be figured from date to date, i.e., leave for or starting on July 4th must be submitted on April 4th or later, not earlier.  
  
In dates such as May 28, 29, 30 and 31, the last day of the month which would have had the necessary date will be used as the three (3) month reference point. In this case February 28 would be considered the three (3) month date for May 28, 29, 30 and/or 31.
- B. Leave requests for the non-choice period shall be submitted on Form 3971 in duplicate. Management shall approve or disapprove the leave request, record the reason for disapproval, and make available the duplicate copy of the Form 3971 to the carrier within seventy-two (72) hours after it has been submitted.
- C. 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.
- D. Day leave requests (leave requested on the day of the leave itself), if granted, shall be granted on a seniority basis.
- E. 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 leave slips, the earliest date of submission and if necessary, seniority will be the determining factor for approval. It will be up to the employee to notify management that they are in receipt of a disapproved leave slip.

## INCIDENTAL ANNUAL LEAVE

- A. Excluding December and day leave, annual leave other than guaranteed choice vacation leave shall be granted to at least 7% of the career letter carriers assigned to North College Park. Should the final computation result in .5 or more, this will be rounded up to the next whole number.

Requests for such leave must be submitted between three (3) months and one (1) week from the beginning of the leave.

These amounts shall not be in addition to those in Item 9. Thus if guaranteed choice vacation leave is already granted in the above amount(s) on the date(s) in question the incidental leave possibly may not be granted.

The months to be figured from date to date, i.e., leave for or starting on July 4th must be submitted on April 4th or later, not earlier, and no later than June 4th.

In dates such as May 28, 29, 30 and 31 the last day of the month which would have had the necessary date will be used as the three (3) month reference point. In this case February 28 would be considered the three (3) month date for May 28, 29, 30 and/or 31.

### Item 5. THE DURATION OF THE CHOICE VACATION PERIOD

- A. The choice vacation period is defined as the time from February 1 thru January 31 with the exception of December.

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

- A. The first day of an employee's vacation shall be at their option.

### Item 7. WHETHER EMPLOYEES AT THEIR OPTION MAY REQUEST TWO (2) SELECTIONS DURING THE CHOICE VACATION PERIOD, IN UNITS OF EITHER 5 OR 10 DAYS

- A. Carriers may request two (2) selections during the choice vacation period, in units of either five (5) or ten (10) days, not to exceed the ten (10) days or fifteen (15) days.

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

- A. In the case of Jury Duty, it shall not.

- B. In the case of National or State conventions it shall not, provided notice is given the employer as soon as the delegate is informed of the dates.

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

- A. At the North College Park installation, 12.5% of the career letter carriers assigned to the installation shall be granted annual leave in the choice vacation period.

- B. Should the final computation end in .5 or above, this will be rounded up to the next whole number.

- C. ~~Should the sections combine to make one installation, the four (4) will increase to five (5) and the three (3) will increase to four (4) as referred to in A. above.~~ *WDM delete 11/18/41*

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

- A. Management will furnish to the employee the duplicate form 3971 indicating their vacation period when approved.

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

- A. A notice stating the first day of the new year's leave shall be posted on or above the time clock by November 1st, and copy provided the shop steward.

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

- A. All requests for annual leave other than choice vacation shall be submitted on Form 3971 in duplicate.

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

- A. The method of selecting employees to work on a holiday shall be in the following sequence:

1. Casuals, even if overtime is necessary.
2. PTF's, even if overtime is necessary.
3. Full-time regular employees who volunteer in seniority order.

4. Full-time regular employees who do not volunteer to work on their holiday or designated holiday in inverse seniority order.
5. Full-time regular employees who do not volunteer to work on their non-scheduled day in inverse seniority order.

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

- A. The overtime desired list, in Article 8 of the National Agreement, shall be by section.

Item 15. THE NUMBER OF LIGHT DUTY ASSIGNMENTS WITHIN EACH CRAFT OR OCCUPATIONAL GROUP TO BE RESERVED FOR TEMPORARY OR PERMANENT LIGHT DUTY ASSIGNMENT

- A. There shall be established by the employer sufficient number of light duty assignments, consisting of eight (8) hours or less, which shall be designated as temporary light duty for letter carriers.
- B. 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 and his designee. The type of assignments will be contingent upon the physical limitations as set by a physician and the work available. Management will make a reasonable effort to keep the employee in a work status.

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 employer shall make every effort to employ letter carriers in their own station(s) or branch(es) for light duty assignments. When there are no available light duty assignments in the carrier's station or section, the carrier on light duty will be given such other available assignment that is within his/her limitations.

Any employee holding a bid assignment must relinquish same when awarded a permanent light duty assignment.

Item 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. Training new employees, when in fact, training is done at the station level by craft employees.
7. Segmentation duties.
8. Drafting carrier maps.

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. North College Park shall constitute a section. In the event that carriers are moved into a location outside of N. College Park, those carriers will constitute a different section.

Item 19. THE ASSIGNMENT OF EMPLOYEE PARKING SPACES

- A. At the Main Office and North College Park Station, a parking space shall be provided for each craft employee on duty. In addition, at each unit there shall be one (1) assigned spaces for N.A.L.C. officers and/or Shop Stewards.
- B. In the event of complement changes affecting additional parking facilities at the Main Office or North College Park Station which can necessitate any change in the above agreement, such change will be subject to re-opening negotiations on the subject of parking, during the life of this Agreement.

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 is not to be part of the requesting employees total choice vacation plan, and shall not be charged to the choice vacation plan quota.



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

A. Safety and Health

1. When establishing a joint safety and health committee as provided for in Article 14 of the National Agreement, the President of the N.A.L.C. Branch or his designee will serve as a committee member. Meetings of the Committee shall be held at least quarterly and more often if necessary. In offices where there is no Safety and Health Committee, safety and health is a proper discussion at joint labor-management committee meetings. With mutual consent, employee's having special knowledge of a particular safety issue shall be allowed to participate.
2. No vehicle will be assigned to a carrier unless it can be reasonably expected to conform to recognized standards.
3. The employer will make a reasonable effort to assign the same vehicle to the same full-time route each day, if operational requirements permit. Management may interchange vehicles to equalize mileage and to reflect the mail volume for the various routes. It is the employer's intent that vehicles be maintained in an acceptable state of cleanliness, including periodic washes.
4. Health services available to Letter Carriers for the treatment of job related injuries or illness will be determined by the employer, and a list will be posted in each section at all times.
5. Agenda items must be exchanged at least seventy-two (72) hours prior to such meetings. All items on the agenda(s) will be addressed.

B. Labor Management Meetings

1. Labor management (committee) meetings shall be scheduled in all offices in accordance with the following criteria, provided agenda items are submitted:
  - a. Proposed meeting times will be mutually agreed upon to be one (1) hour, however any unfinished business will be reschedule at a later date that is mutually agreed upon before the next quarterly meeting.

- b. Agenda items must be exchanged at least seventy-two (72) hours prior to such meetings. Only those items on the agenda will be discussed. All items on the agenda will be addressed.
- c. These meetings will be held quarterly, between the Letter Carrier representative(s) and the Management representative(s). Craft employees shall be allowed as observers on their own time.

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

- A. In instances where several assignments are posted, a Letter Carrier 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. P.S. Form 1717 shall be submitted to the Station Manager or Postmaster. The employee shall receive a receipt.
- B. Bidding for vacant full-time regular assignments will be open to all full-time regular Carriers.
- C. When a Letter Carrier route or full-time duty assignment, other than the Letter Carrier's 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, highways, 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) were abolished shall be posted for bid in accordance with the posting procedure 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 will be notified of all reverted positions in the carrier craft in the College Park Post Office within twenty-one (21) days of the vacancy.
- 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 1st, April 1st, July 1st and October 1st of each year. The current seniority date of each employee shall be listed next to each name. The date of the seniority list shall be shown.

- H. Management will furnish the Shop Steward of each unit with a copy of the seniority list when it is posted.
- I. One copy of each seniority list will be sent to N.A.L.C. Branch 142.
- J. Letter Carrier assignments shall not be posted when there is a change of more than one (1) hour, unless posting is requested by the assigned carrier.
- K. In accordance with Article 41, Section 2B, 3 and 4 of the National Agreement; if other than the senior eligible employee makes preference known, the Supervisor shall solicit those eligible who are senior to said eligible. When a hold down form is executed, a copy will be provided to the shop steward.

**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**