

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

**2006—2011**

**LOCAL  
MEMORANDUM  
OF UNDERSTANDING  
BETWEEN THE  
FORT WASHINGTON AND  
OXON HILL POST OFFICE  
AND  
NATIONAL  
ASSOCIATION  
OF  
LETTER CARRIERS  
AFL-CIO**

**ITEM NO. 1**

**ADDITIONAL OR LONGER WASH-UP PERIODS**

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

- A. Letter carriers shall have a three (3) minute wash-up period before Leaving for the street, and a three (3) minute wash-up period prior to lunch, either in the office or on the street.
- B. The above times will be recorded on Line 21 of the route inspection Form 1838-C.

**ITEM NO. 2**

**THE ESTABLISHMENT OF A REGULAR WORKWEEK 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. 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**

- A. 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.
- B. No Letter Carrier shall be required to deliver mail when there is an Imminent threat to his/her safety or well being.
- C. 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**

#### **I.**

##### **General Provisions**

- A. Military and Court Leave will not be charged to the choice vacation period.
- B. Requests for annual leave other than the choice vacation period will be Accepted ninety (90) days in advance, but will not be considered for Approval prior to thirty (30) days in advance from the date the leave starts. Seniority will be the determining factor in granting the leave until 9:00 a.m. on the thirtieth day. After 9:00 a.m., leave will be on a first come, first serve basis. Date and time will be noted on PS Form 3971 when submitted to the supervisor.
- C. Same day annual leave will be considered on a first submitted basis. Seniority will be the determining factor in granting the leave until 9:00 a.m. After 9:00 a.m. leave will be on first come, first serve basis.
- D. Leave requests for other than choice vacation will be handed to the carrier supervisor/ designee who will then date and initial the leave request and return a copy to the employee when submitted in triplicate. The leave request must be acted on within three (3) business days, with the duplicate copy of PS Form 3971 returned to the employee. Should Management fail to act on the copy of the PS Form 3971 with the appropriate disposition of approval or disapproval within three (3) business days, the requested leave shall be considered approved.
- E. If prior requested annual leave, which was 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.
- F. 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.
- G. Annual leave shall not be cancelled by management except in serious emergency conditions.

- H. Annual leave requested other than during the choice vacation sign-up period will be submitted five days in advance of the beginning of the leave.



## II.

### Choice Vacation Period

- A. Approximately fifteen (15) days prior to January 2, of each year, Management will post that on or about January 2, the process of selection of choice vacation will begin.

Beginning on or about January 2, of each year, and to be completed by January 31, the designated supervisor shall have each carrier, in order of seniority, including PTF carriers, designate their choice or choices on the vacation calendar and complete the necessary PS Form 3971 for the period or periods of their choice.

When a carrier is approached he/she must make a selection or they could lose their initial choice and be passed over. However, this employee will have the option to contact his/her supervisor at any time during the selection period to make his/her selection for a period or periods that are still available.

- B. All cancellations of vacation leave must be brought to the attention of the supervisor at least fourteen (14) days prior to the week the leave begins. The supervisor will remove the employee's name from the leave calendar within twenty-four (24) hours. Cancellations of choice vacation leave shall be shown on the vacation schedule within two (2) working days of the day management was notified, excluding Sundays and Holidays. Granting of cancelled leave periods shall be on a first come, first serve basis.

- C. The vacation calendar for the first selection period shall be posted in an area accessible to all employees no later than February 1.

- D. Choice vacation leave shall be granted by sections. For annual leave Purpose sections shall be defined as follows:

Section 1 – Fort Washington Post Office

Section 2 – Oxon Hill Post Office

- E. 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.

- f. No exchange will be permitted during choice vacation unless the employee, supervisor and shop steward mutually agree.
- G. Letter carriers which are absent (not including non-scheduled days) During the selection period, must make their preferences known by written request and by a telephone call to the designated supervisor.

**ITEM NO. 5**

**THE DURATION OF THE CHOICE VACATION PERIOD**

The choice vacation period shall begin February 14, and run through December 31.

**ITEM NO. 6**

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

Monday will be the beginning day of an employee's vacation period unless Monday is a holiday. If this occurs, Tuesday will be the beginning day. 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**

Carriers, at their option, may request two (2) selections during the choice vacation period in units of either five (5) or ten (10) days, the total not to exceed the ten (10) or fifteen (15) days. There will be a second round sign-up for carriers earning 20 – 26 days of annual leave. Carriers earning (20) days shall have the option of selecting an additional five (5) day period, and carriers earning twenty-six (26) days shall have the option of selecting an additional ten (10) day period.

**ITEM NO. 8**

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

- A. Jury duty will not be considered as part of the quota of carriers off During the choice vacation period.
- B. Letter Carriers who are to be delegates 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 the 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  
FOLLOWING PERIODS**

A. The percentage of letter carriers who shall be granted annual leave each week during the following periods shall be as follows:

January 1, through and including February 13	5%
February 14, through and including March 31	7%
April 1, through and including May 31	12%
June 1, through and including, September 30	13%
October 1, through and including, October 31	10%
November 1, through and including, November 30	9%
December 1, through and including, December 31	6%

B. In those instances where computing the percentages does not result in a whole number and the fractional result is 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**

When leave is approved the supervisor will sign and return the completed PS Form 3971 and the carrier's name will be placed on the calendar.

**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 leave other than choice vacation period shall be submitted on PS Form 3971 in triplicate.

**ITEM NO. 13**

**THE METHOD OF SELECTING EMPLOYEES TO WORK ON A HOLIDAY**

- 1) All casual and part-time flexible employees to the maximum extent Possible, even if the payment of overtime is required.
- 2) All full-time and part-time regular employees who possess the necessary skills and have volunteered to work on their holiday or their designated holiday – by seniority.
- 3) Transitional employees.
- 4) All full-time and part-time regular employees who possess the necessary skills and have volunteered to work on their non-scheduled day – by seniority.
- 5) Full-time regulars who possess the necessary skills and **have not** volunteered on what would otherwise be their non-scheduled day – by inverse seniority.
- 6) Full-time regulars who possess the necessary skills and **have not** Volunteered on what would otherwise be their holiday or designated holiday – by inverse seniority.

**ITEM NO. 14**

**WHETHER “OVERTIME DESIRED” LISTS IN ARTICLE 8 SHALL BE BY SECTION AND/OR ZONE**

An overtime desired list shall be established for each individual carrier Station as identified by delivery zone.

Zone 1 – Fort Washington Post Office  
Zone 2 – Oxon Hill Post Office

**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**

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**

- A. Any full-time regular or part-time flexible may request Temporary light duty, regardless of length of service.
- B. The request must be submitted in writing to the Postmaster/Installation head.
- C. The request must be supported by a medical statement from a licensed physician or by a written statement from a licensed chiropractor, stating, when possible, the anticipated duration of the convalescence period.
- D. The employee may specifically seek light duty or may seek "other assignment" within his/her medical limitations.
- E. When light duty is requested, either orally or in writing, Management will immediately give the requesting employee a blank "Duty Status Report" and a blank "Identification of Light Duty Assignments Within Each Craft" to be filled out by the employee's treating physician.
- F. The installation head will make a bona fide effort to identify light duty Work, and will give each request "the greatest consideration" and "careful attention". When a request for light duty is denied, management will notify the employee, in writing, as to the reasons why light duty work is unavailable.

**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 limitations such as, but not limited to:

	YES	NO
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.	_____	_____

**OTHER DUTIES**

9. Casing mail in the box section.	_____	_____
10. Delivery of express mail.	_____	_____
11. Mail delivery to apartment buildings.	_____	_____
12. Mail delivery to office buildings.	_____	_____
13. Reviewing mail for central mark-up unit.	_____	_____
14. Preparing carrier mark-up mail, (FOE, NSN, etc.)	_____	_____
15. Working in the accountable mail section (cage).	_____	_____
16. Answering telephones.	_____	_____
17. Assisting window clerks (pulling hold mail, acct., etc.)	_____	_____

**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**

Reassignment within the installation of employees excess to the needs of a Section shall be administered in accordance with the provisions of Article 12, Section 5.C. 4 of the 2001-2006 National Agreement. Capitol Branch 142 will be notified in writing seven (7) days in advance before reassignments take place. Each station reporting to the Fort Washington installation is considered a separate section.

**ITEM NO. 19**

**THE ASSIGNMENT OF EMPLOYEE PARKING SPACES**

When parking is provided at a carrier station or 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 AS PROVIDED IN THE CRAFT PROVISIONS OF THIS AGREEMENT**

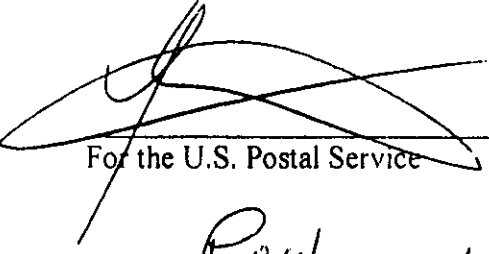
1. At each work location, Management shall post all temporarily vacant full-time craft assignments of anticipated duration of five (5) days or more.
2. Full-time reserve, unassigned regular and part-time flexible letter carriers may indicate their preference for such assignments, in writing, until the Wednesday prior to the beginning of the vacancy.
3. The senior carrier having indicated his/her preference, shall be notified Wednesday prior that he/she is awarded the assignment.
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.
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.

**ITEM NO. 22**

**LOCAL IMPLEMENTATION OF THIS AGREEMENT**  
**RELATING TO SENIORITY REASSIGNMENTS AND POSTING**

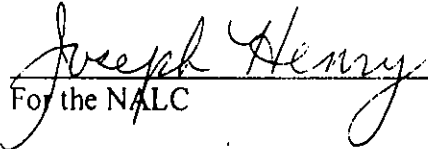
- A. Bidding for vacant assignments by full-time regular letter carriers shall be installation-wide with seniority as the determining factor.
- B. When there is more than one (1) vacant assignment posted, those Carriers eligible to bid may bid for as many assignments as posted. Preference shall be stated in the following manner: First choice, second choice, third choice, etc.
- C. Each vacant full-time letter carrier and carrier technician assignment That is not under consideration for reversion shall be posted within five (5) days.
- D. 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.
- E. A copy of all job postings and updated seniority lists shall be given to an NALC shop steward per delivery section and a copy to be given to the president of NALC Branch 142.
- F** Employees may submit duplicate preference bid cards and the unit managers will date and initial one (1) copy and return it to the bidder.
- G. When a letter carrier route or full-time duty assignment, other than the Letter carrier route(s) or full-time duty assignment(s) of the junior employee(s) is abolished at a delivery section as a result of, but not limited to, route adjustments, highway and/or housing projects, all routes and full-time duty assignments at that section held by letter carriers who are junior to the carrier(s) whose route(s) or full-time duty assignment(s) was abolished, shall be posted only at the section effected.
- H. In the event that an assignment(s) is abolished, per Item F above, Bidding shall take place only in the section where the abolishment(s) took place. This will be an exception to Item A above.

This Local Memorandum of Understanding (LMU) constitutes the undersigned parties complete agreement as to the 22 items recognized in Article 30 of the 2001-2006 National Agreement and shall remain in effect until a new LMU is negotiated.

  
For the U.S. Postal Service

11-7-02  
Date

Postmaster  
Title

  
For the NALC

11/07/02  
Date

President  
Title

**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**

*Joseph Henry*  
\_\_\_\_\_  
**For the NALC**

*5/14/08*  
\_\_\_\_\_  
**Date**

*President*  
\_\_\_\_\_  
**Title**