



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

**2006—2011**

# **MEMORANDUM OF UNDERSTANDING U.S. POSTAL SERVICE AND THE NALC**

## **ITEM 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 completion of tour.

## **ITEM 2 – THE ESTABLISHMENT OF A REGULAR WORK WEEK OF FIVE DAYS WITH EITHER FIXED OR ROTATING DAYS OFF**

Full time regular letter carriers shall have Sunday and a rotating day off. 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 schedule.

## **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**

It will be Management's responsibility to determine when an emergency situation exists and the Postmaster or his/her designee will make the decision concerning curtailment or termination of services. The employees welfare and safety will be assured at all times. The President of Local Branch 142 or a local union official shall be consulted, if possible, when management believes an emergency exists.

## **ITEM 4 – FORMULATION OF LOCAL LEAVE PROGRAM**

### **I. General Provisions**

A. Applications for annual leave for periods less than one (1) week will

Memorandum of Understanding

be approved or disapproved within three (3) work days. When no action has been taken within this period, request will be automatically approved.

- B. Military and Court Leave will not be charged to the Choice Vacation Period.
- C. No exchange of vacations will be permitted unless the employee, the supervisor, and the Shop Steward mutually agree.
- D. When an employee bids and loses his/her choice vacation periods, upon assignment to the new section, he/she will be given first choice to any open choice vacation periods in accordance with Article 10, Section 3, (1,2,3); this option must be utilized within seven (7) days of assignment to the new section or it is forfeited.
- E. Request for annual leave other than the choice vacation period, will not be considered for approval prior to thirty (30) days in advance from the date the leave starts.
- F. Same day annual leave will be considered on a first submitted basis. Seniority will be the determining factor in granting the leave until 9:30 (am).
- G. Annual leave requested during other than the choice vacation period may be granted depending on:
  - 1. The needs of the USPS
  - 2. The welfare of the employee
- H. 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 duplicate copy of Form 3971 returned to the

**Page 3**  
**Memorandum of Understanding**

**employee. Should management fail to act on the copy of the Form 3971 with the appropriate disposition of approval or disapproval within three (3) business days, the requested leave shall be considered approved.**

- I. 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 granted to the senior employee.**
- J. If prior requested annual leave which was disapproved, under the thirty (30) day or less 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.**

**II. Choice Vacation Period**

- A. On or about December 15, Management will post an announcement that leave selections will start beginning on or about January 02, of each year, and to be completed by January 16. 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 Form 3971 for the periods or periods of their choice. When a carrier is approached, he or 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 his/her supervisor at any time during the selection period to make his/her selection for a period or periods which are still available. All cancellations of vacation leave must be brought to the attention of the supervisor as soon as practicable and the supervisor will remove the employee's name from the leave calendar within twenty-four (24) hours.**

**Page 4**  
**Memorandum of Understanding**

**B. Letter carriers, who are absent (not including N/S days) during the selection period, must make their preferences known by written request and by a telephone call to the designated supervisor.**

**C. For Annual Leave purposes, Selections shall be defined as follows:**

- Section I - Zones 20737 & 20781**
- Section II - Zone 20782**
- Section III - Zone 20783**
- Section IV - Zone 20784**
- Section V - Zone 20785**

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

**The duration of the choice vacation period will be from the first Monday in February through the last Saturday in November.**

**ITEM 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 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.**

**Page 5**  
**Memorandum of Understanding**

**ITEM 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 and State conventions shall not be considered as part of the employees choice vacation period except when more than two (2) employees in a section are off for delegate leave. The number above two (2) will be included in the vacation quota.**

**ITEM 9 – DETERMINATION OF THE MAXIMUM NUMBER OF EMPLOYEES WHO SHALL RECEIVE LEAVE EACH WEEK DURING THE CHOICE VACATION PERIOD**

**The percentage of carrier work force off during the prime vacation period shall be as follows:**

- February (first Monday) through and including March 31                      6%**
- April 1 through and including May 31    10%**
- June 1 through and including August 31    11%**
- September 1 through and including September 30    10%**
- October 1 through the last Saturday in November    6%**

**The percentage will be based on the number of carriers assigned to the section and will be computed on January 1, or the first working day prior to that date. If the final calculation results in a fraction of .5 or above, it shall become the next higher whole number.**

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

The official choice vacation schedule shall be posted on the vacation calendar and a copy of a signed 3971(s) will be provided to the carrier.

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

The notice stating the first day of the new leave year shall be posted on or above the badge reader by November 1 of each year.

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

All requests for leave other than the choice vacation period shall be submitted on Form 3971 in duplicate and may be submitted in triplicate for carriers who request a copy indicating that management was notified.

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

- A. PTF's even if overtime is needed
- B. Full time regular volunteer who wishes to work his/her holiday or designated holiday, in order of seniority.
- C. Full time regular volunteer who wishes to work on their non-scheduled day, in order of seniority.
- D. Transitional employees (TE's) even if overtime is needed.
- E. Full time regulars who do not volunteer to work on their holiday or designated holiday, in order of juniority.
- F. Full time regulars who do not volunteer to work on their non-scheduled day, in order of juniority.

**ITEM 18 – IDENTIFICATION OF ASSIGNMENTS COMPRISING A SECTION, WHEN IT IS PROPOSED TO REASSIGN WITHIN AN INSTALLATION EMPLOYEES EXCESS TO THE NEEDS OF A SECTION**

**The identification of assignments concerning sections will be as follows:**

<b>Section I</b>	<b>- Zone 20737</b>
<b>Section II</b>	<b>- Zone 20781</b>
<b>Section III</b>	<b>- Zone 20782</b>
<b>Section IV</b>	<b>- Zone 20783</b>
<b>Section V</b>	<b>- Zone 20784</b>
<b>Section VI</b>	<b>- Zone 20784</b>

**ITEM 19 – THE ASSIGNMENT OF EMPLOYEE PARKING SPACES**

**Employees will be given parking spaces as available on a first come first serve basis.**

**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**

**Annual leave to attend Union activities requested prior to the determination of the choice vacation schedule will not be part of the total choice vacation plan unless the number at a section exceeds two (2).**

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

**A. The Safety and Health Committee shall meet as needed.**



**Memorandum of Understanding**

- B. The Labor Management Committee shall meet as needed.**
- C. At reasonable intervals, a letter carrier shall be granted the opportunity, upon timely request to inspect his/her personnel jacket, (except highly confidential items) in the presence of a management representative, provided the inspection occurs off the clock.**
- D. It is the employee's responsibility to exercise their preference by the use of seniority for available craft duty assignments of an anticipated duration of five (5) days or more in the delivery section within their bid assignment area. Full time reserve, unassigned regular and PTF letter carriers may indicate their preference for such assignments, in writing, until the Wednesday prior to the beginning of the vacancy. When an instant vacancy occurs, of five (5) days or more, eligible carriers will have two (2) days to opt for such an assignment. At the end of the second day, the supervisor will advise the appropriate carrier that he/she has opted successfully for the remainder of the vacancy. Every effort will be made to place the successful bidder in the vacancy the next day. A carrier that properly submits a hold-down form shall be provided a copy, upon request.**

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

- A. Bidding for vacant assignments by full time regular carriers shall be installation wide.**
- B. When there is more than one 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.**

**Memorandum of Understanding**

- D. A copy of all job postings and updated seniority lists shall be given to an NALC shop steward per delivery section.**
- E. Employees may submit duplicate preference bid cards and the unit managers will date and initial one (1) copy and return it to the bidder.**
- F. The regular carrier assigned to the route effected shall have the option of remaining on his/her route or having it posted for bid when there is a change of more than one (1) hour in starting time.**
- 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 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 G above, bidding shall take place only in the section where the abolishment(s) took place. This will be an exception to Item A above.**

---

**Nothing Below This Line**