



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

2006—2011

ITEM #1 ADDITIONAL OR LONGER WASH-UP PERIODS

Section 1. Reasonable wash-up time will be allowed for those employees who perform dirty work prior to lunch and end of tour.

ITEM #2 THE ESTABLISHMENT OF A REGULAR WORKWEEK OF FIVE DAYS EITHER FIXED OR ROTATING DAYS OFF

Section 1. Full-time letter carriers will have rotating days off.

ITEM # 3 GUIDELINES FOR THE CURTAILMENT OR TERMINATION OF POSTAL OPERATIONS TO CONFORM TO LOCAL AUTHORITIES OR AS LOCAL CONDITIONS WARRANT BECAUSE OF EMERGENCY CONDITIONS

Section 1. When local conditions warrant the termination or curtailment of postal operations because of emergency conditions, the Postmaster will notify the Union as soon as possible.

Section 2. 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 such emergency conditions occur.

Section 3. Imminent threats to the safety or well being of employees shall be of paramount concern in decisions to curtail or terminate postal operations. In the event a determination is made to curtail or terminate postal operations in Waldorf because of emergency conditions, the Postmaster will notify the local Union President immediately.

ITEM # 4. LOCAL LEAVE PROGRAM

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 as part of the choice vacation quota.

Section 4. Court leave shall not be considered as part of the choice vacation period quota.

ITEM #4. (continued)

VACATION PLANNING:

Section 1. Procedure for submission for choice vacation:

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.

No later than February 1 of each year the designated supervisor shall post notice that on February 15 carriers, in order of their seniority, will make their choice for their vacation.

No later than February 15 of each year, the designated supervisor shall have each carrier, in order of seniority, including PTF employees, designate their choice on the vacation calendar and complete the necessary form 3971 for the period of their choice.

When a carrier is approached he/she must make a selection or they forfeit their opportunity to use their seniority 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.

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

a. Call-in to request vacation

b. Designate another employee to make the request.

Section 2. Seniority will be the determining factor in granting all choice vacation requests.

Section 3. All cancellations of choice vacation leave shall be shown on the vacation schedule within forty-eight (48) hours, excluding Sundays and holidays. If approved, granting of the canceled leave shall be on a first come first served basis with seniority prevailing in a tie.

Section 4. No exchange of vacations shall be permitted unless the employee (s), the supervisor, and the shop steward mutually agree.

Section 5. An employee transferring from one section to another shall be granted their choice vacation as previously chosen.

ITEM #4 (continued)

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

- Section 1. Excluding the month of December, requests for annual leave shall be granted for up to two (2) letter carriers, except as otherwise provided for during the choice vacation period. Such requests, will not be acted on prior to thirty (30) days of the beginning of the leave itself. Further, such requests must be submitted no later than the Tuesday preceeding the service week that the leave starts in, for the guarantee to apply.
- Section 2. Leave requests for the non-choice period shall be submitted on PS Form 3971 in triplicate. Management shall sign and date the notify section and make available the triplicate copy of the PS Form 3971 immediately. Applications for leave for periods of less than one (1) week will be submitted and approved or disapproved within three (3) working days. If not returned in three (3) working days leave is automatically approved.
- Section 3. 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.
- Section 4. Day leave requests (leave requested on the day of the leave itself), if granted, shall be granted on a first come first served basis.
- Section 5. 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.

ITEM # 5 DURATION OF THE CHOICE VACATION PERIOD

- Section 1. The choice vacation period is from March 1 through the last full week of November of each year.

ITEM # 6 THE DETERMINATION OF THE BEGINNING DAY OF THE EMPLOYEE'S VACATION PERIOD

- Section 1. The employee shall begin vacation on Monday.

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

- Section 1. Employees may opt for two selections during the choice vacation period in units of 5 or 10 days, the total not to exceed the 10 or 15 days.

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

Section 1. Leave for jury duty and attendance to National and State conventions shall not be charged to the choice vacation period.

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

Section 1. During the choice vacation period one (1) employee per each five (5) routes shall be granted leave each week.

ITEM # 10 THE ISSUANCE OF OFFICIAL NOTICE TO EACH EMPLOYEE OF THEIR APPROVED VACATION SCHEDULE

Section 1. The 3971 shall be signed by the supervisor and returned to the employee with the approved choice vacation at the time of selection.

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

Section 1. No later than November 1 of each year, a general order will be issued advising employees of the day and date of the new leave year.

ITEM # 12 THE PROCEDURE FOR SUBMISSION OF APPLICATIONS FOR ANNUAL LEAVE DURING OTHER THAN THE CHOICE VACATION PERIOD

Section 1. Form 3971 will be submitted for other than choice vacation annual leave, in duplicate.

ITEM # 13 THE METHOD FOR SELECTING EMPLOYEES TO WORK ON A HOLIDAY

Section 1. Employees will be selected in the following order:

- a. Casuals
- b. Part-time flexibles
- c. Full-time regular volunteers
- d. Full-time regular non-volunteers in juniority order.

ITEM # 14 WHETHER OVERTIME DESIRED LIST IN ARTICLE 8 SHALL BE BY SECTION/TOUR

Section 1. Overtime desired lists shall be posted by pay location 10 days before the beginning of each quarter.

ITEM # 15,16,17 LIGHT DUTY ASSIGNMENTS PER ARTICLE 30

Section 1. 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.

ITEM # 17 THE IDENTIFICATION OF ASSIGNMENTS COMPRISING A SECTION WHEN IT IS PROPOSED TO REASSIGN WITHIN AN INSTALLATION EMPLOYEES EXCESS TO THE NEEDS OF A SECTION

Section 1. Each pay location of Waldorf is regarded as a section.

ITEM # 19 THE ASSIGNMENT OF EMPLOYEE PARKING SPACES

Section 1. Employees will be given space as available.

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 CHOICE VACATION PLAN

Section 1. Annual leave to attend Union activities requested prior to determination of the choice vacation schedule is not to be part of the choice vacation plan.

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

Section 1. Not negotiated.

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

Section 1. Assignments will be reposted when cumulative change in the starting time of the assignment exceeds one hour.

Section 2. If the incumbent accepts the new starting time the assignment will not be posted, if the change is less than one hour.

Section 3. When substantial duty assignment change is made, the job will not be posted.

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