

Local Memorandum of  
Understanding  
2019 - 2023  
United States Postal Service  
Burtonsville, MD  
and  
The National Association  
of  
Letter Carriers  
Merged  
Branch 3825

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### MEMORANDUM OF UNDERSTANDING

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## ARTICLE XXX - LOCAL IMPLEMENTATION

### **B. 1 - WASH UP TIME**

Management is aware City Carriers do perform dirty work on occasions, therefore, Management agrees to continue its policy that Carriers be permitted to wash their hands before lunch and prior to ending tour.

Management agrees that during the Route Inspections they will give the Carriers the credit on line 21 for the actual time they use for wash up.

### **B. 2 - ESTABLISHMENT OF REGULAR WORK WEEK WITH EITHER FIXED OR ROTATING DAYS OFF**

All regular carriers will have a regular workweek of five (5) days, with rotating days off assigned to their routes. The schedule will be as follows:

First Week:	Monday, Sunday off
Second Week:	Tuesday, Sunday off
Third Week:	Wednesday, Sunday off
Fourth Week:	Thursday, Sunday off
Fifth Week:	Friday, Sunday off
Sixth Week:	Saturday, Sunday off

Unassigned regulars, reserve letter carriers and modified letter carriers will also have a rotating workweek, as listed above.

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### B. 3 - LOCAL GUIDELINES FOR CURTAILMENT OR TERMINATION OR POSTAL OPERATION

It is recognized that it is the responsibility of Management to provide safe working conditions. Management and Labor agree on cooperation on the observance of safe rules and safe procedures.

In riots and in Acts of God such as: floods, fires, and storms, the following guidelines should be implemented by Management:

1. When extreme, inclement weather conditions exist, Management will give instructions for Carriers for delivery of mail that day before going on the street.
2. No Letter Carrier shall be required to deliver mail when their personal safety would be imperiled. Employees' safety shall supercede any other considerations.
3. When an employee is unable to report to work because of an Act of God and all proper postal procedures have been initiated, a liberal Annual Leave Program shall prevail.

### B. 4, 10, 12 - FORMULATION OF LOCAL LEAVE PROGRAM

1. Postmasters and/or Supervisors are to schedule a labor-management meeting (consultation) with the local Shop Steward of this office during the month of January of each year, to review the implementation of the vacation plan for the upcoming year.
2. A notice will be posted on the official Bulletin Board at the beginning of the first full week of February advising carriers that their vacation plans must be formulated by February 20<sup>th</sup>. This notice is to remain posted until February 20<sup>th</sup>.
3. This office will use a vacation chart which will be posted on the official Bulletin Board for the entire leave year.
4. The supervisor in charge must enter on the vacation chart, in the block provided, the number of Carriers that will be allowed off each Day/Week during the Choice Period and the remainder of the year. Inclusive will be City Carrier Assistants in the City Carrier Complement. These quotas will be binding for the vacation leave chart.

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### B. 4, 10, 12 - FORMULATION OF LOCAL LEAVE PROGRAM - (Continued)

5. Beginning on or about February 21<sup>st</sup> of each year, but not later than February 24<sup>th</sup>, the supervisor in charge or designee shall have each carrier sign the vacation chart for their choices, including City Carrier Assistants. Carriers on Annual Leave during the selection period may leave a listing of their choices in order of preference, to assure that the completion of the Leave chart will not be delayed. Carriers on extended sick leave or on special detail will be contacted by telephone by management regarding their choice for Annual Leave selection. Any entry made on the vacation chart by management during the selection period shall be noted with an asterisk and shop steward notified of this action at time of entry on the chart.
6. Each employee shall have the right to withdraw an application for leave at any time an unusual condition or situation arises that would prohibit the employee from taking the leave as scheduled. However, employees are expected to use their leave at the scheduled time whenever it is humanly possible to do so.
7. The signing of the chart by the carrier is his verification of approved leave period. No changes are to be made on the vacation leave chart by any carrier, and management is not to make any changes without notifying the Shop Steward.
8. The vacation leave charts for the choice period selection only should be completed as soon as possible, but no later than March 1<sup>st</sup>.
9. Swapping of weeks selected by Carriers will not be allowed, any week that is withdrawn by an employee/employees, will be opened for bidding immediately. The bidding will be for the full week and if there is no bidder for the full week, then each day of that week will be up for bid, but not to exceed the quota. Carriers are expected to take the annual leave period they choose.
10. Employees who withdraw or give up a week of selected Annual Leave will not be eligible to bid for parts of the week or days of the week during that period unless they have submitted their withdrawal notice at least seven (7) calendar days prior to the start of the leave period.
11. After prime time vacation scheduling, leave will be granted on a first come/first serve basis with seniority prevailing when received on the same date, except that leave submitted for periods after March 1<sup>st</sup> will not be approved until after choice vacation leave selections have been completed.



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### B. 4, 10, 12 - FORMULATION OF LOCAL LEAVE PROGRAM - (CONTINUED)

12. Leave submitted for parts of a week or day(s) will be accepted no earlier than 30 days prior to the leave date. Leave slips that need an approval or disapproval within 48 hours must be handed to the supervisor who will make the decision within the 48 hours. The leave percentage, for Other Than The Choice Vacation Period, shall be 13%, minimum of 1. All fractions over .5 percent will reflect to the next higher whole number. Quota will be honored on a weekly/daily basis for Other Than The Choice Vacation Period.

The use of the Annual Leave Chart will be in effect when the Annual Leave is requested by 10:00 AM any two (2) days prior to the requested date for Annual Leave. Annual Leave requested after the above stipulation will not be honored by the Annual Leave Chart; but by the availability of excess Carriers not needed by Management that day.

Full weeks of leave may be requested and approved, at any time after the implementation of Art. 30, Sect. B.7 - Selections During The Choice Vacation Period (pg. 5).

13. Leave in December

During December, the Postmaster is to grant Annual Leave, subject to business conditions. Leave will be approved on a seniority basis.

### B. 5 - DURATION OF CHOICE VACATION PERIOD

The Choice Vacation Period will be the first full week of March thru the last week that begins in October. Also, Thanksgiving Week & Christmas Week (the entire week that includes Christmas Day). No employee will be granted LWOP time over someone having Annual Leave.

### B. 6 - BEGINNING OF EMPLOYEE'S VACATION PERIOD

The beginning day of an employee's vacation period will be Monday.

## **B. 7 - SELECTIONS DURING THE CHOICE VACATION PERIOD**

Every full-time and part-time employee, at his/her option, shall have two (2) selections for the choice vacation period.

The first go around selection will be a choice of 5 or 10 days, the 10 days will be consecutive. The second go around selection shall be in units of 5 days.

Employee may select 15 consecutive days on the first go around but will forfeit choice on second round. Following the career carrier choice leave selection process, City Carrier Assistant employees (CCA) will be consulted in relative standing order, to select 5 consecutive days of available annual leave during the choice vacation period. Approval of such a request is contingent on the employee having an anticipated earned annual leave balance of at least forty (40) hours of annual leave at the time the leave is taken. If at the time the leave is taken the employee is short up to two (2) days of leave, the shortage of leave will be considered non-scheduled for the remainder of the leave period.

By additional go around, employees having additional leave and want additional choices, will be given the opportunity of selecting, by seniority, in units of 5 days.

## **B. 8 - WHETHER JURY DUTY AND ATTENDANCE TO NATIONAL CONVENTIONS SHALL BE CHARGED TO THE CHOICE VACATION PERIOD**

Jury Duty, Military Leave, and attendance by official delegates at National or State conventions shall not be charged to the choice vacation period. Delegates to the national convention must select that period, if available to them, when their turn is reached by seniority. Delegates' leave will be approved providing they have complied with the selection process outlined above.

## **B. 9 - MAXIMUM NUMBER OF EMPLOYEES WHO SHALL RECEIVE LEAVE EACH WEEK DURING THE CHOICE VACATION PERIOD**

Management shall grant off during the choice vacation period a total of seventeen percent (17%) of its total carrier work force, minimum of 1. All fractions over .5 percent will reflect to the next higher whole number. This quota will be honored on a weekly/daily basis throughout the choice vacation period.

## **B. 11 - DATE AND NOTIFICATION OF NEW LEAVE YEAR**

Management will notify employees of the letter carrier craft of the beginning date of the new leave year by issuing a flier with their pay check during the month of October.

ARTICLE XXX - LOCAL IMPLEMENTATION

**B. 13 - METHOD OF SELECTING EMPLOYEES TO WORK ON DESIGNATED HOLIDAY**  
**SELECTION OF EMPLOYEES TO WORK ON HOLIDAYS**

After Management makes the determination of how many employees will have to work in addition to regularly assigned scheduled employees the following procedure shall be used:

1. City Carrier Assistants (CCA's)
2. Part-time Flexibles.
3. Volunteers for whom it is the designated Holiday, on a rotating basis.
4. Volunteers, for whom it is their non-schedule day, on a rotating basis.
5. Non-Volunteer List of the non-scheduled day and designated holiday are merged and employees are forced to work in an inverse order of seniority. Junior person to Senior person on a rotating basis.
6. Employees who work their non-scheduled day on a Holiday are paid overtime. Employees who work on their Holiday are paid 8 hours pay at the employee's base hourly straight time rate, if scheduled properly. Christmas is the only Holiday when an employee required to work shall be paid one & one half (1 ½) times the base hourly straight time rate.
7. Carriers in Penalty Time are not to be excluded from working a Holiday.
8. The Holiday schedule must be posted on a Tuesday.
9. The Overtime Desired List is not used on a Holiday.
10. To be eligible for Holiday pay, an employee must be in a pay status the last hour of the employee's scheduled workday prior to or the first hour of the employee's scheduled workday after the Holiday.

**B. 14 - OVERTIME DESIRED**

In Article VIII, the "Overtime Desire" List shall be by Section.

Method of scheduling work for non-scheduled day:

When a carrier on the overtime desired list is scheduled to work his/her non-scheduled day, their assignment will be for whatever carrier work is available.

When a carrier volunteers to work his/her non-scheduled day, their assignment will be for whatever carrier work is available.

When a carrier is ordered (forced) to work his/her non-scheduled day, their assignment will be their bid assignment.



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### B. 15, 16, 17 - LIGHT DUTY ASSIGNMENT (S)

Method and identification of light duty assignment for non-job related injuries and illnesses.

Management will make every effort to assign ill or injured employees to a light duty assignment within the employee's installation. (Burtonsville Post Office)

An ill or injured employee at their request, will be allowed to case their mail on their scheduled days.

In areas where preferential mail systems are in effect, and when possible, an ill or injured employee could be assigned to casing mail on other routes as long as no regular, assigned member of the regular work force would be adversely affected.

Where work is available in light duty assignments, it will include, but not necessarily be limited to the following:

Casing; pulling down; strapping out; preparing forms for case labels; preparing relays; placing mail in vehicles; traying mail; starting and gassing vehicles; forwarding and bagging sacks; carrier-related functions in mark-up; and other duties that are not medically prohibited which do not seriously effect the production of the assignment.

It is understood that light duty assignments will be discussed with the Local Union on an individual basis.

### B. 19 - EMPLOYEE'S PARKING SPACES

Management and Labor agree that parking should be provided for employees where they work. Where there is no parking available and parking is a problem, Management shall seek parking spaces for the employees. If there are insufficient parking spaces, Management will pro-rate the spaces by the number of employees in a craft. Management shall seek by making every effort to ascertain parking for its employees through on-street parking and off-street parking.

### B 20 - ANNUAL LEAVE FOR UNION ACTIVITIES

Any Officer or Shop Steward of the Union will be given Annual Leave or LWOP, as requested, subject to business conditions, to attend Union activities. Verification on Union activities or business conditions will be done through consultation between the Union and Management. Such leave will not be charged to the choice vacation plan.

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### B. 21 - BREAKS

The Union and Management agreed that up to two (2) weeks prior to the scheduled Unit Review for a particular delivery unit, a poll will be taken by this local Union among all the career city carriers of the delivery unit to determine whether that particular delivery unit will choose to receive both breaks on the street or choose to receive one of the break periods in the office and the other on the street.

Management will notify this Union at least two weeks in advance to scheduling a Unit Review in any delivery unit.

### B. 21 POSTING

When there is a change of more than one (1) hour in starting time of a Letter Carrier's Route, the Route will not be posted.

### B. 22 SENIORITY – Article 41, Section 3.0

The following provision without modification shall be made a part of a local agreement when requested by the local branch of the NALC during the period of local implementation; provided, however, that the local branch may on a one-time basis during the life of this Agreement elect to delete the provision from its local agreement:

"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 unit as a result of, but not limited to, route adjustments, highway, 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) was abolished shall be posted for bid in accordance with the posting procedures in this Article."

That provision may, at the local NALC Branch's request during local implementation, be made applicable (including the right to delete it) to selected delivery units within an installation. For purposes of applying that provision, a delivery unit shall be a postal station, branch or ZIP code area.

This will only be implemented at the request of the Union.

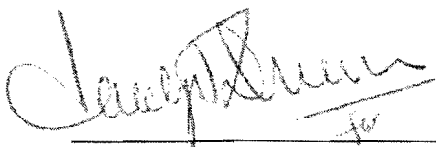
### B. 22 - DURATION ASSIGNMENT

The supervisor will ask, by seniority the unassigned regular and part-time flexible carriers, and CCA's, if they choose to bid on a known craft duty assignment of a duration of five days or more.

## 2019 - 2023 Local Memorandum of Understanding

This Memorandum of Understanding is entered into on May 3, 2021 at the Burtonsville, Maryland Post Office, between the representatives of the United States Postal Service and the designated agent of the National Association of Letter Carriers, pursuant to the Local Implementation Provision of the 2019 - 2023 National Agreement.

This Memorandum of Understanding constitutes Union-Management cooperation between the National Association of Letter Carriers, Branch 3825, Rockville, Maryland Merged and Management of the United States Postal Service, Burtonsville, Maryland. It is understood that policy items in this agreement shall remain in effect and not be unilaterally changed.



Kristy Park, Postmaster  
Burtonsville, Maryland

5/17/2021

Date



Kenneth Lerch, President  
National Association of Letter Carriers  
Merged Branch 3825  
Rockville, Maryland

Date