### LOCAL MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into on *June 4, 2025* at *Burkburnett, Texas* between the representatives of the United States Postal Service and the designated agent of NALC Branch 1227, pursuant to the Local Implementation Provisions of the 2023 National Agreement with the National Association of Letter Carriers.

This Local Memorandum of Understanding shall be in full force and effect until midnight May 22, 2026, unless extended by agreement between the parties at the National level. The terms of this Memorandum of Understanding are subject to the grievance procedure as contained in the National Agreement.

Postmaster Frank Harrison

USPS, Burkburnett, TX

Local President Chris Snyder NALC, Branch 1227

# LOCAL MEMORANDUM of UNDERSTANDING

2023 - 2026

**BETWEEN** 

### UNITED STATES POSTAL SERVICE

AND THE

### NATIONAL ASSOCIATION OF LETTER CARRIERS

(T.T. MORRIS MERGED BRANCH 1227)

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### AGREEMENT COVERS THE LETTER CARRIER CRAFT EMPLOYEES

**OF** 

(Burkburnett, TX 76354)

rank Harrison, Postmaster

Burkburnett, TX 76354

Chris Snyder, President

**NALC Branch 1227** 

### ITEM #1

### **ADDITIONAL OR LONGER WASH-UP PERIODS**

A reasonable amount of wash up time shall be granted for those employees who have performed dirty work or work with toxic materials.

#### **ITEM # 2**

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

Full-Time route assignments non-scheduled workdays will be on a rotating basis, and the employee assigned to one of the designated Full-Time route assignments shall have the advantage of a periodic three (3) day weekend.

### ITEM#3

# GUIDELINES FOR THE CURTAILMENT OR TERMINATION OF POSTAL OPERATIONS TO CONFORM TO ORDERS OF LOCAL AUTHORITIES OR AS LOCAL CONDIDIONS WARRANT BECAUSE OF EMERGENCY CONDITIONS.

- A. The decision for curtailment or termination of Postal operations to conform to the orders of local (city or county) or federal authorities or as local conditions warrant because of emergency conditions shall be made by the Installation Head.
- B. If the decision to curtail or terminate Postal operations is made before employees report to work Management will, to the greatest extent possible and as early as possible, notify and seek cooperation of local radio and television stations as well as telephone communication to inform employees so they will be spared a needless trip from home.

- C. If the decision to curtail or terminate Postal operations is made during employee work hours, Management will notify employees by MDD (Mobile Delivery Device) (Scanner) or any replacement device and by cellular communication if possible.
- D. Postal Service telephones will be open for employees to call for information.
- E. Employees involved in actual emergency situations will take immediate action to protect themselves. Under such circumstances Management will be advised as soon as possible.
- F. Management will retain the right to make the final decision to curtail or terminate Postal operations and in all cased will take the safety and health of the employees into consideration.
- G. The Local Union President will be notified of Managements decision to curtail or terminate Postal operations after attempts to notify all employees affected in this Installation.

### ITEM #4

### FORMULATION OF LOCAL LEAVE PROGRAM.

- A. Choice leave will be by seniority for Career Letter Carriers (Full-Time Regulars, Part-Time Regulars, Part-Time Flexible) and relative standing for City Carrier Assistants.
- B. Prior to December 1<sup>st</sup> of each year a list of Letter Carrier Craft Employees by seniority for Career Letter Carriers (Full-Time Regulars, Part-Time Regulars, Part-Time Flexible) and relative standing for City Carrier Assistants shall be made. The senior Career Letter Carrier (Full-Time Regulars, Part-Time Regulars, Part-Time Flexible) will have a date beside their name of the first business day in December. This will continue every other business day and skipping Sunday until all Letter Carrier Craft Employees by seniority for Career Letter Carriers (Full-Time Regulars, Part-Time Regulars, Part-Time

Flexible) and relative standing for City Carrier Assistants are listed twice (Round 1 and Round 2).

- C. Beginning on the first business day in December and ending on the last day in December, the choice bidding shall begin in the following process:
  - The senior Career Letter Carrier (Full-Time Regulars, Part-Time Regulars, Part-Time Flexible) shall submit their bid for choice leave on PS Form 3971 in triplicate keeping the bottom copy for themselves.
  - 2. The senior Career Letter Carrier (Full-Time Regulars, Part-Time Regulars, Part-Time Flexible) shall put his/her name on the leave board for those weeks that he/she has selected.
  - The senior Career Letter Carrier (Full-Time Regulars, Part-Time Regulars, Part-Time Flexible) shall submit both the PS Form 3971's as well as the leave board to Management.
  - 4. Management shall approve such leave within 24 hours and return an approved copy of PS Form 3971 to the employee.
  - 5. Management shall then give the leave board and PS Form 3971's to the next Letter Carrier Craft Employee scheduled to submit leave.
  - 6. This process shall continue until all Letter Carrier Craft Employees have submitted their selections for choice leave in both Round 1 and Round 2.
- D. Submission of choice leave shall be in whole weeks Monday through Sunday.
- E. Cancellation request for choice leave should be submitted by Monday prior to the leave week. Any cancellation of choice leave in full or part shall be made on the original PS Form 3971 (In the "Remarks" block) and initialed by the employee requesting the cancellation.
- F. Career Letter Carriers (Full-Time Regulars, Part-Time Regulars, Part-Time Flexible) and City Carrier Assistants are only allowed to sign up for the amount of annual leave that will be accrued in the time to take the annual leave that is requested.
- G. Exchanging of leave shall not be permitted.

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Chris Snyder, NALC Branch 1227

3

- H. After the circulation of the choice leave board management shall:
  - 1. Post a copy on the official bulletin board.
  - 2. Retain a copy in a safe place.
  - 3. Provide a copy to the NALC Steward.
- I. Management will post and keep up to date the choice leave board with other than choice leave (Incidental Annual Leave) added as submitted and approved. The updated leave board will be made available to all Letter Carrier Craft Employees.
- J. Any Letter Carrier Craft Employee in a 204b/higher-level detail shall not count against the choice leave board.

### ITEM #5

### THE DURATION OF THE CHOICE VACATION PERIOD(S).

The duration of choice vacation period shall be for the whole year, excluding the four (4) full weeks in December.

After each Letter Carrier Craft Employee has made their choice selections the remaining weeks shall be considered to be other than choice leave (Incidental Annual Leave) weeks addressed in item # 12.

### ITEM #6

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

The Letter Carrier Craft Employees vacation weeks shall begin on Monday and ending on Sunday. If an employee's normal non-scheduled day falls at the beginning or end of their annual leave, then that employee will not be required to work those non-scheduled days.

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### **ITEM #7**

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

Letter Carrier Craft Employees may request two choice vacation selections in units of either five (5) or ten (10) working days. The total not to exceed the ten (10) days for those Letter Carrier Craft Employees earning thirteen (13) days of annual leave per year and fifteen (15) days for those Letter Carrier Craft Employees earning twenty (20) or twenty-six (26) days of annual leave per year, per each choice round.

### **ITEM #8**

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

- A. Letter Carrier Craft Employees called to Jury Duty during their choice vacation period shall be eligible to reapply for another available vacation selection if the vacancy exists within the 14% or one (1) letter carrier in delivery units with ten (10) or fewer Letter Carrier Craft Employees.
- B. Attendance at National or State Conventions shall be charged to the choice vacation period (but not against the delegates choice selection(s), and slots shall be reserved for this purpose.

### **ITEM #9**

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

A. Fourteen percent (14%) of the Letter Carriers workforce, including City Carrier Assistants at the calculation of the leave year will be granted annual leave each week during the choice vacation period. In applying the fourteen

Frank Harrison, Postmaster

- percent (14%) requirement any fraction of .50 or more (rounding rules apply) will mean an additional Letter Carrier Craft Employee leave slot.
- B. At least one (1) Letter Carrier Craft Employee shall be granted annual leave during the choice vacation period in delivery units with ten (10) or fewer Letter Carriers craft employees, including City Carrier Assistants.

### **ITEM # 10**

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

A. During choice vacation bidding Management shall return to each Career Letter Carrier (Full-Time Regulars, Part-Time Regulars, Part-Time Flexible) and City Carrier Assistant a copy of the signed and dated PS Form 3971 showing approval/disapproval of any leave within twenty-four (24) hours after submission.

### **ITEM # 11**

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

No later than November 1<sup>st</sup> of each year, Management shall publicize on bulletin boards and by service talks the beginning date of the new leave year, which shall begin the first day of the first full pay period of the calendar year.

#### ITEM # 12

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

- A. Other than choice leave (Incidental Annual Leave) period shall be for the whole calendar year excluding the four (4) full-weeks of December.
- B. Other than choice leave (Incidental Annual Leave) will not be submitted until completion of choice leave.
- C. Other than choice leave (Incidental Annual Leave) shall be ten percent (14%) of the Letter Carriers workforce, including City Carrier Assistants at the calculation of the leave year.
- D. At least one (1) Letter Carrier Craft Employee shall be granted other than choice leave (Incidental Annual Leave) at any given time in delivery units with ten (10) or fewer Letter Carrier craft employees, including City Carrier Assistants.
- E. Other than choice leave (Incidental Annual Leave) approval is on a first come first serve basis.
- F. Other than choice leave (Incidental Annual Leave) shall be submitted in triplicate on PS Form 3971 no later than the Tuesday prior to the service week in which annual leave is desired.
- G. Letter Carrier Craft Employees shall have no more than five (5) active PS Form 3971's for other than choice leave (Incidental Annual Leave) on file at any time.
- H. Career Letter Carriers (Full-Time Regulars, Part-Time Regulars, Part-Time Flexible) and City Carrier Assistants must possess enough annual leave taking in account their choice leave selections to be approved other than choice leave (Incidental Annual Leave).
- Management shall sign and date receipt of PS Form 3971 upon submission by a Letter Carrier Craft Employee.
- J. Management shall within 48 hours approve or deny submitted PS Form 3971 and return the Letter Carrier their copy of PS Form 3971 for request of other than choice leave (Incidental Annual Leave).

### **ITEM # 13**

### THE METHOD OF SELECTING EMPLOYEES TO WORK ON A HOLIDAY.

- A. All Part-Time Flexible Letter Carriers
- B. All Full-Time Regular Letter Carriers who have volunteered to work on their holiday or their day designated as a holiday, selected by seniority.
- C. All City Carrier Assistants
- D. All Full-Time Regular Letter Carriers who have volunteered to work on their non-scheduled day, selected by seniority.
- E. Full-Time Regular Letter Carriers who did not volunteer to work on their non-scheduled day, by inverse seniority.
- F. Full-Time Regular Letter Carriers who did non volunteer to work on their holiday, by inverse seniority.

### **ITEM # 14**

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

- A. The "overtime desired" lists in Article 8 shall be by section
- B. Upon conversion to Full-Time Regular, former Part-Time Flexible Employees and City Carrier Assistants, shall have the right to sign up or decline being on the current "overtime desired" list.

### **ITEM #15**

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

Frank Harrison, Postmaster

- A. Reasonable effort will be made to exhaust assignments within the Letter Carrier Craft before crossing crafts in the assignment of Letter Carriers Craft Employees on light duty.
- B. Each request for light duty will be considered on its own merits in accordance with the provisions of the National Agreement.
- C. Reasonable effort, based on the needs of the service and the employee's limitations, will be made to provide work within the Letter Carrier Craft.
- D. The Employee must provide medical certification specifying their limitations, work tolerance, and expected duration.
- E. To every extent possible Management shall make a reasonable effort to provide temporary light duty assignments to City Carrier Assistants.

#### **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.

No regular employee will be "bumped" from a bid assignment to provide light duty work for another employee. In some cases it may be necessary to assign light duty work across crafts. In the event a light duty assignment crosses crafts the Local NALC Steward shall be notified as soon as possible.

### **ITEM # 17**

# THE IDENTIFICATION OF ASSIGNMENTS THAT ARE TO BE CONSIDERED LIGHT DUTY WITHIN EACH CRAFT REPRESENTED IN THE OFFICE.

Each request for light duty will be considered on its own merits in accordance with the provision of the National Agreement. Reasonable effort, based on the employees' limitations, will be made to provide work within the Letter Carrier

Chris Snyder, NALC Branch 1227

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9

Craft before seeking work outside the Letter Carrier Craft. The Employee must provide medical certification specifying their limitations, work tolerance and expected duration.

### **ITEM # 18**

# THE IDENTIFICATION OF ASSIGNMENTS COMPRISING A SECTION, WHEN IT IS PROPOSED TO REASSIGN WITHIN AN INSTALLION EMPLOYEES EXCESS TO THE NEEDS OF A SECTION.

A section shall be defined as an office (e.g. Burkburnett MPO is a section).

#### **ITEM 19**

### ASSIGNMENT OF EMPLOYEE PARKING SPACES

Employee parking will be provided at each work unit to the greatest extent possible. All new delivery units will include on site secure parking for all assigned Letter Carrier Craft Employees. Management shall designate one parking space for the NALC Shop Steward.

#### **ITEM # 20**

# THE DETERMINIATION 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.

Weekly slots for union activities will be reserved for union delegates on the leave board. Annual leave to attend union activities requested prior to the determination of the choice vacation schedule will not be charged to that delegate's choice vacation selections.

Frank Harrison, Postmaster Chris Sn

#### **ITEM #21**

# THOSE OTHER ITEMS WHICH ARE SUBJECT TO LOCAL NEGOTIATION AS PROVIDED IN THE CRAFT PROVISIONS OF THIS AGREEMENT.

- A. Letter Carrier assignments will not be posted when there is a change or schedule of more than an hour.
- B. In the event that a Letter Carrier Craft Employee is involved in a motor vehicle accident or is injured in the performance of his/her duties, the Local Union President or designee shall be notified by phone call, text or email as soon as possible but no later than the end of the business day.
- C. Labor Management Meetings:
  - 1. Shall be conducted once a quarter either by phone, video conferencing or in person depending on the circumstances.
  - 2. Shall be conducted on a mutually agreed upon date the first week of March, June, September and December unless another time-frame is mutually agreed upon.
  - 3. Labor Management Meeting agenda items if any will be exchanged by email the week before the scheduled meeting.
- D. City Carrier Assistant uniform allowances shall be provided in accordance with the National Agreement upon the first 90 working days or 120 calendar days and then on that anniversary date every year thereafter.
- E. Hold-downs/Mini-Bids shall be submitted by the Thursday prior to the service week in which there is going to be a vacancy of five (5) or more days unless the vacancy is because of an unforeseen circumstance then a hold-down/mini-bid can be placed at the time of the known vacancy.

  Management is responsible for letting all employees entitled to a hold-down/mini-bid know of a vacancy that is available for hold-down/mini-bid.
  - 1. Hold-Downs/Mini-Bids shall be awarded by seniority and/or relative standing.
  - 2. Hold-Downs/Mini-Bids shall be worked for the duration of the vacancy.

Frank Harrison, Postmaster

- F. When a Full-Time Regular is called in to work on a non-scheduled day he/she shall work his/her full-time assignment. The T-6/Carrier Technician scheduled to work the route that day shall work on another route on the string that is vacant that day, or if there is no such vacancy, shall be assigned where needed.
- G. Where there is no suitable place to eat lunch on the route, the Letter Carrier Craft Employee shall, with the consent of his/her supervisor, have the right to travel outside his/her route to a place where accommodations are available. Necessary comfort stops made by carriers outside their route limits will not be reason for disciplinary actions in case of accident or an Act of God.
- H. If a Letter Carrier Craft Employee needs more than his/her allotted thirty minutes for lunch, he/she will arrange for taking the extra time with their supervisor prior to leaving the office that morning.
- I. No vehicle may be permitted to operate unless it is in a safe condition. Letter Carriers Craft Employees are required to report to their immediate supervisor any unsafe conditions of their vehicles via PS Form 4565. Prompt repair(s) will be made of any deficient part and each newly repaired vehicle must be carefully examined to ascertain it's completely safe. No Letter Carrier Craft Employee shall be required to drive a vehicle which is not considered safe. This determination will be made by the delivery supervisor after consultation with the Letter Carrier Craft Employee involved and/or his/her Union Representative. In the event there is no safe vehicle available while the Letter Carriers Craft Employee's vehicle is being repaired, the Letter Carrier Craft Employee will be assigned to other duties pending restoration of his/her vehicle to a safe condition.
- J. Whatever action is necessary will be taken to assure that the workroom and washroom areas will be well lighted, ventilated, and heated in the best manner possible consistent with the source of heat and/or air conditioning, ventilation and light available. Drinking receptacles will be kept clean and washroom will be kept in good repair in a clean, dry and sanitary condition.

- K. Accusations of any nature against a Letter Carrier Craft Employee by anyone, in or out of the Postal Service, shall not merit any consideration, nor be made a matter of personal records, unless said Letter Carrier Craft Employee is given ample opportunity to clear himself/herself of said charge.
- L. If a supervisory official is in the process of checking a routine complaint on any route assignment, the Letter Carrier Craft Employee of said route assignment must be notified of this complaint. The Letter Carrier Craft Employee should then assist in any way possible to clear up the complaint.
- M. In case of emergency, a supervisor or his/her representative will use every means necessary to notify the Letter Carrier Craft Employee even if it means going to the route assignment and notifying the Letter Carrier Craft Employee. The Letter Carrier Craft Employee will be relieved of his/her duties and report back to the office and/or to a supervisor for information concerning said emergency.

#### **ITEM # 22**

# LOCAL IMPLEMENTATION OF THIS AGREEMENT RELATING TO SENORITY, REASSIGNMENTS AND POSTING.

- A. Bidding for vacant assignments shall be city wide with seniority as the determining factor.
- B. Posting shall be for not less than ten (10) days.
- C. The posting of the award notice indicating the successful bidder shall be posted within ten (10) days after the closing date of the posting.
- D. The successful bidder must be placed in the new assignment within fifteen (15) days.
- E. All bids for postings shall be made on the liteblue website or by calling 1-877-477-3273. Manual bids shall only be placed in the case where the other means of bidding were not accessible. If an employee doesn't have access

to a computer, Postal computers shall be proved to the employee to access liteblue.

- F. In instances where several assignments are posted, a letter carrier may bid on as many assignments as are posted, stating his/her preference in the following order: 1<sup>st</sup> choice, 2<sup>nd</sup> choice and 3<sup>rd</sup> choice, etc.
- G. Copies of all postings in the letter carrier craft shall be sent to the Local Union President.
- H. Article 41.3.O- 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 bit in accordance with the posting procedures in this Article 41.
  - 1. The Local Union shall have the right to delete this provision during the life of this agreement.