

NALC

Local Memorandum

of

Understanding

Between

NALC 283/USPS

Combined

Associate Offices

2019 - 2023

Houston, Texas

MEMORANDUM OF UNDERSTANDING

The matters set forth hereinafter are entered into pursuant to the Local Implementation Provisions of the nationally negotiated 2019 National Agreement and constitutes a Memorandum of Understanding within the meaning of said provisions.

This Memorandum of Understanding between the representative of the United States Postal Service and the Designated Agent of the National Association of Letter Carriers, AFL-CIO, a Union Signatory to the 2019 National Agreement, constitutes an agreement on matters relating to local conditions of employment in Houston, Texas.

It is understood and agreed that there are no items to be imposed in this agreement. There was one item that has been changed from the previous memorandum dated 2016 – 2019. That item is item 22.

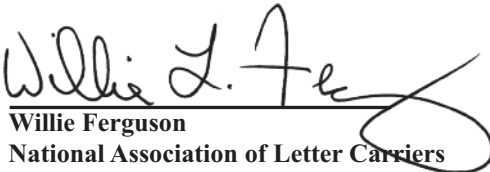
DURATION

This Memorandum of Understanding shall be in full force and effect until the expiration of the 2019 – 2023 National Agreement unless extended by agreement between the Parties at the National Level.

The terms of the Memorandum of Understanding are subject to the grievance procedure as contained in the National Agreement.



Antonio Gracia, Jr.
United States Post Service
Houston District



Willie Ferguson
National Association of Letter Carriers
Branch 283, Houston, Tx

Date: May 27, 2021

Date: 5/27/2021

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ITEM 1: ADDITION OF LONGER WASH UP PERIODS

The normal handling of mail is neither considered dirty work nor requires work with toxic materials. However, on those occasions when carriers gas their vehicles, are involved in mass distribution of colored circulars or “drop and stock mail” (dumping and emptying sacks), a maximum of six (6) minutes per day will be allowed. No more than two (2) minutes will be allowed for each of the above cited situations. Said time will be used at the discretion of the individual letter carrier affected and shall be added on to route time.

Such wash-up time will be taken, either before leaving for the route, at lunch time or at a rest stop during route delivery, dependent upon time at which the dirty and/or noxious material was handled. Said time will be added in as regular route time especially for purposes of route inspection.

ITEM 2: ESTABLISHMENT OF REGULAR WORK WEEK OF FIVE DAYS WITH FIXED OR ROTATING DAYS OFF

Except as provided otherwise below, all letter carriers covered by this local agreement shall have rotating non-scheduled days. It is understood that schedules of those carriers in the part-time flexible categories may be changed subject to service needs. Management will make every effort to notify PTFs as far in advance as possible of impending changes in their work schedules.

Wherever carriers currently have rotating non-scheduled days, each brace of routes consisting of six regular carriers may choose fixed non-scheduled days rather than a rotating one, provided each individual within that brace of routes unanimously agrees to said fixed non-scheduled day, otherwise the non-scheduled day shall continue to rotate.

Where management determines a legitimate need of the service for a particular eight hour assignment to have a fixed non-scheduled Saturday, management shall meet with the NALC Branch President or designee to discuss said needs. The Branch president or designee shall agree in writing to the fixed non-scheduled Saturday provided management can demonstrate the legitimate need. If the need arises to change from the fixed non-scheduled Saturday, the change will be negotiated with the NALC Branch President or designee. No change will be put into effect until both parties have agreed on the resolution of the change. Newly created assignments will be posted with rotating non-scheduled days unless both parties agree to fixed non-scheduled Saturday.

In offices that currently have fixed non-scheduled days, the fixed non-scheduled days shall continue. Letter carriers shall exercise their seniority for choice of non-scheduled days. If a non-scheduled day becomes permanently open, all remaining carriers within the affected brace may exercise their seniority for choice of non-scheduled days. The remaining non-scheduled day shall be assigned to the vacant assignment.

In all work stations, the daily work schedule shall be posted on a bulletin board on Tuesday (before the holiday week) or Wednesday prior to the week in question.

ITEM 3: CURTAILMENT OF OPERATIONS

Postal operations shall be curtailed or terminated when emergency conditions present themselves that are such as to make it necessary to curtail or terminate operations in order to protect the health and/or safety of letter carriers. Reasons for the termination of Postal operations include but are not limited to those situations listed below:

- (1) When local authorities such as law enforcement officials civil defense officials, National Guard, etc, issue orders for the evacuation of certain areas, it shall be done.
- (2) When weather conditions are such as to pose serious threat of injury as determined by the Postmaster or his designee, carriers will not be required to work outside. Such conditions would include hurricanes, tornadoes and hail storms. It would also include conditions that make street or walkways impassable, such as ice, snow and flooding.
- (3) Letter Carriers shall not be required to enter an area where it is determined that they would be subjected to bodily harm from patrons or animals. Any area in which a letter carrier receives bodily harm or threats of bodily harm from patrons or animals shall immediately be declared off limits until the circumstances that caused the termination of operations are resolved.
- (4) Any station(s) left without power shall remain closed until adequate lights and temperature control is provided. Any station(s) that is left without water shall remain closed until adequate water for drinking and sanitary purposes is obtained. This paragraph is intended to apply to those situations that would be hazardous to your health and/or safety.

Letter Carriers shall be allowed to take portable radios on the route. It is understood that the radios will not be played so loudly as to disturb patrons. It is also agreed that carriers will not wear headphones over both ears when driving, walking and when it would create a safety hazard.

ITEM 4: FORMULATION OF LOCAL LEAVE PROGRAM

The scheduled vacation roster shall be circulated beginning with the first work day in December each year. The roster will be completed no later than one week prior to the beginning of the first day on the new roster.

Carriers cannot sign the vacation roster on a day when they are serving as 204B. A carrier that has served 120 days as 204B cannot sign the roster. A carrier that signs the roster and then serves 120 days as a 204B shall be removed from the roster and the time posted. Any carrier covered by a 1723 at the time of scheduled leave shall not constitute a part of the percent allowable leave. A carrier temporarily detailed to a supervisory position shall not be returned to the craft in order to circumvent this provision.

Carriers may cancel leave provided the supervisor has at least seven calendar days advance notice. When leave of five days or more becomes open for any reason and the supervisor has been given at least seven calendar days notice, it shall be posted on the station bulletin board for two consecutive days excluding Saturdays, Sundays and holidays. Granting of this leave shall be by seniority providing that if the posted period is in June, July or August it will be granted first to carriers not scheduled during these months due to low seniority.

All forfeitable annual leave if not scheduled or taken prior to September 1st will be selected by the employee during the period of September 1st through September 15th. If not selected by September 15th, management will furnish the employee with available dates. The carrier must then schedule or take the forfeitable leave using the available time. No carrier shall be required to forfeit annual leave.

With reasonable notice, the President and other duly elected officials shall be granted annual leave or LWOP (carrier's choice) for the purpose of attending to union business. Reasonable notice is the maximum amount of time that the union can give.

Leave choices shall not be traded among carriers.

ITEM 5: THE DURATION OF THE CHOICE VACATION PERIOD

Choice vacation period shall commence on the 4th Monday of January and will continue uninterrupted through the week that includes November 30th. It will begin again with Monday of the week of December 25th and continue uninterrupted through the Sunday prior to the 2nd Monday of January.

ITEM 6: THE DETERMINATION OF THE BEGINNING DAY OF AN EMPLOYEE’S VACATION PERIOD

The leave roster week shall begin on Monday and end on Sunday.

ITEM 7: SELECTION OF LEAVE PERIODS DURING CHOICE VACATION PERIOD

The official notice to each employee of the approved scheduled leave shall be the completed annual leave roster. The completed roster shall be kept in a safe place. A completed copy of the roster shall be posted where carrier bids are posted. A completed copy will be given to the chief steward.

Cleveland, Huntsville, Madisonville, Richmond, Rosenberg, Spring, Port Arthur, Bridge City, Groves, Nederland, Orange, Port Neches and Vidor: Each full-time and part-time employee shall be given a first preference before any second preference is granted. First choice shall be colored blue or black and second choice shall be in red. Carriers shall select leave in one of the following choices at the carrier's option:

<u>If 1st Choice is:</u>	<u>2nd Choice Will Be:</u>
3	0
2	1
1	2
0	3

Conroe, Dayton, El Campo, Silsbee and Wharton: The scheduled leave roster shall be circulated by seniority. Each letter carrier will select first preference. The roster shall then be circulated so that each letter carrier can make a second selection. The period selected each time must run continuously and no choice may exceed three weeks in

duration. Each carrier's combined choices cannot exceed five weeks total and cannot exceed the amount of annual leave available to the employee during the choice vacation period. The union shall cooperate in seeing that the roster is passed in an expeditious manner. In Silsbee only, the roster will be circulated three times rather than two.

Humble: Each full-time and part-time-flex scheduled employee shall be given a first preference before any second preference is granted. First choice shall be colored blue or black and second choice to be red.

Tomball: The number of days to be granted in the choice vacation period during the first round of vacation preference will be consecutive days, with the following exception:

An employee may request two selections during the first round of vacation preference in units of 10 days (for those that earn 13 days leave per year) or 15 days (for those that earn 20-26 days leave per year) provided at least one of the two requests is not for time in June, July or August. The total must not exceed 10 or 15 days.

After completion of the 1st round the roster will be circulated a second time.

City carrier assistants will be permitted to sign for Annual Leave during the choice vacation periods per Memorandum of Understanding, RE: City Carrier Assistant (CCA) Annual Leave. However, the weeks in which the CCA signs, will not increase or decrease the installation percentage due to signing the vacation roster. Leave granted under such provisions must be contingent upon the City Carrier Assistant having a leave balance of at least forty (40) hours. (Article 10.3.D.4, National Agreement)

City Carrier Assistants will be allowed to sign for annual leave during the choice vacation period in the assigned unit as identified by his/her Form 50 at the time the roster is circulated.

NOTE: If the City Carrier Assistant Form 50 changes after the signing of the annual leave roster such leave will follow the City Carrier Assistant within the bid installation.

City Carrier Assistants shall be given a choice by relative standing; after each full time and part-time letter carrier have been provided first and second choice by seniority.

ITEM 8: JURY DUTY/ CONVENTIONS LEAVE

When a carrier is called to serve on jury duty during the carrier's scheduled vacation time that carrier shall be entitled to make another selection from time available on the roster. In order to exercise this provision, the carrier must cancel the scheduled vacation time.

In Humble, Richmond and Rosenburg, this provision shall continue to apply to those called for military duty.

In Conroe, this provision shall continue with: Jury duty will not be considered as part of the 16% quota of letter carrier off during the choice vacation period.

The weeks of the State and National conventions shall be blocked off on the scheduled vacation roster. The union will provide the dates to be blocked prior to the passing of the roster. If there are no elected delegates or members planning to attend the convention the steward will notify the local president who shall have the option to release these dates for vacation selection prior to passing of the roster.

The blocked time shall be reserved for use by elected delegates, officers, stewards and members (in that order) that wish to attend said conventions. Those planning to attend the conventions will notify management no less than one week prior to the beginning of the convention week. If the full complement of carriers allowed leave during the choice vacation time is not used, the remainder of the complement will be posted for bid. The successful bidder will be determined by seniority of those bidding.

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

Cleveland: At least 14.5% of the letter carriers will be allowed annual leave. In applying the 14.5% any fraction of .50 or more (rounding rule applies) will mean an additional employee. Any fraction of less than .50 will be discarded except that at least one letter carrier will be granted leave each week.

Conroe: At least 16% of the carriers shall be allowed annual leave during each week of the choice vacation period. In those instances where computing the 16% does not result in a whole number and the fractional result is .50 or higher, one additional carrier will be granted annual leave.

Dayton: At least 14% of the carrier force but no less than one, shall be granted leave at any time during the choice vacation period. In applying the 14% any fraction of .50 or more will mean an additional carrier is to be let off.

El Campo: At least 14% of the carrier force but no less than one, shall be granted leave at any time during the choice vacation period. In applying the 14% any fraction of .50 or more will mean an additional carrier is to be let off. Choice vacation period shall commence with the Monday after the 1st of January and continue, without interruption, through the week that includes December 1st and the following week.

Humble: At least 14% of the carrier force shall be granted leave at any given time. For purposes of granting unscheduled leave this 14% will include military leave, long term sick leave, OWCP and unfilled vacancies not to exceed two weeks in duration. Long term sick leave shall be defined as being twenty (20) or more working days in duration. This period can be shortened to take effect upon receipt by a designated supervisor of written medical certification (by a MD) that the carrier will unquestionable be unable to return before the twenty working day period.

Huntsville: At all times during the choice vacation period, at least 15% of the letter carriers will be allowed annual leave providing the incidental leave request is received by the supervisor at least 24 hours prior to the beginning of the leave period. In applying the 15% any fraction of .50 or more (rounding rule applies) will mean an additional employee. Any fraction of less than .50 will be discarded except that at least one letter carrier will be granted leave at all times.

Madisonville: At least 14% of the carrier force but no less than one, shall be granted leave at any time during the choice vacation period. In applying the 14% any fraction of .50 or more will mean an additional carrier is to be let off.

Richmond: When requested, 11% of the carrier complement will be granted leave in accordance with item 4 of this memorandum. The 11% will include Military Leave, extended Sick Leave. Extended Sick Leave will be defined as an expected duration of 14 days or more and must be based on medical documentation. When applying the 11% requirement, any fraction of 0.50 or more will be rounded to the next higher number. Any fraction less than 0.50 will be rounded to the next lower number. At any time during the choice vacation year, 11% of the carrier compliment will be granted annual leave but never less than one.

Rosenberg: At least 13 percent of the carriers in each section will be granted leave at any given time during the choice vacation period. This 13 percent shall include military leave, leave for union conventions, seminars, conferences and long term sick leave. In applying the 13 percent, any fraction of .50 will be discarded except that at least one letter carrier will be granted leave where ten (10) or fewer employees are permanently assigned (excluding casuals). At any time during the choice vacation year, 13% of the carrier compliment will be granted annual leave but never less than one.

Silsbee: At least one, or 14 percent (14%) of the city carriers will be granted leave at any given time during choice vacation period. This 14 percent (14%) or at least one shall include military leave, and leave for union conventions. In applying the 14 percent (14%) any fraction of .50 or more (rounding rule applies) will mean an additional employee. Any fraction of less than .50 will be discarded, except that at least one letter carrier will be granted leave where ten or fewer employees are permanently assigned.

Spring: At least 14 percent of the carriers in each section will be granted leave at any given time during choice vacation period. This 14 percent shall include military leave, leave for union conventions, seminars, conferences and long term sick leave. (Long term sick is defined as leave period of 30 days not to exceed 90 days). Carriers on long term sick leave will be counted as soon as management has documentation from a medical practitioner to the effect that an employee can reasonably be expected to be out 30 days or more, otherwise the employee must be out 30 days before they can be counted. In applying the 14 percent, any fraction of .50 or more (rounding rule applies) will mean an additional employee. Any fraction of less than .50 will be discarded except that at least one letter carrier will be granted leave where ten (ten) or fewer employees are permanently assigned (excluding casuals). At least one carrier shall be granted annual leave at any time regardless of other leave granted.

Tomball: At all times during the choice vacation period at least 14% of the letter caniers will be allowed annual leave. In applying the 14% any fraction of .50 or more (rounding rule applies) will mean an additional employee. Any fraction of less than .50 will be discarded except that at least one letter carrier will be granted leave at all times.

Wharton: At least 14% of the carriers will be granted leave at any given time during the choice vacation period. This 14% shall include military leave, leave for union conventions, seminars, conferences and long term sick leave. In applying the 14% any fraction above .50 or more (rounding rule applies) will mean an additional employee. Any fraction of less than .50 will be discarded except that at least one letter carrier will be

given leave when ten or fewer employees are permanently assigned (excluding casuals). During the choice annual leave periods, the last week of one scheduled leave may be overlapped by the first week of another leave. Two consecutive weeks may be overlapped when three employees are involved. Employee #1's last week and employee #2's first week may both be overlapped by employee #3's first and last weeks. It does not matter in which order the overlap occurs. If employee #1 takes three consecutive weeks, week #2 cannot be overlapped.

Port Arthur, Bridge City, Groves, Nederland, Orange, Port Neches and Vidor: Fourteen (14) percent of letter carriers will be allowed on annual leave during the choice vacation period.

ITEM 10: ISSUE OF OFFICIAL NOTICES OF VACATION SCHEDULE

Annual leave granted outside the scheduled leave roster shall be granted on a first come, first served basis. No such leave requests may be submitted more than 45 days in advance of the beginning of the leave request.

In **Conroe** and **Huntsville** carriers may submit leave requests up to 1 day in advance.

In **Richmond** and **Spring** carriers may submit leave requests up to 2 days in advance.

In **Humble** carriers may submit leave requests up to 3 days in advance.

In **Rosenberg, Silsbee** and **Wharton** carriers may submit leave requests up to 4 days in advance.

All other installations have no limit on advance notice minimum.

Leave slips must be clock stamped and dated to verify the date submitted. Supervisors will sign both copies and return one to the carrier to verify receipt. The day the request is submitted is counted as part of the notice. The day the leave begins is not part of the notice period. If the request is disapproved the reason shall be noted on the leave slip that is returned to the carrier.

Leave requests will be approved or disapproved as far in advance as possible but no later than the posting of the schedule for the service week in which the leave falls (Wednesday or Tuesday before a holiday week). If the schedule is posted, leave requests will be approved/disapproved as soon as possible. If the request is disapproved, the reason shall

be noted on the leave slip that is returned to the carrier. The following exceptions are made:

Cleveland – within one week of request

Conroe – within one (1) day of request

Dayton – no later than 72 hours of request

Spring – within 72 hours from receipt by supervisor excluding Sundays and holidays or if submitted after the posting of the schedule no later than 24 hours in advance of requested date.

Port Arthur, Orange, Groves, Nederland, Vidor, Bridge City and Port Neches – must be submitted by Tuesday prior to the week in which the leave has been requested.

However, City Carrier Assistants Incidental Leave will not be approved or disapproved based on the installations percentage for leave. The leave will be approved or disapproved according to the needs of the service/business conditions.

ITEM 11: NOTIFYING EMPLOYEES OF BEGINNING OF THE NEW LEAVE YEAR

Each year on November 1 the employer shall post a notice stating the beginning date of the new leave year. Notice shall include the dates when the roster will be circulated. Such notice shall be posted on the bulletin board where invitations to bid are posted. Copies or the notice shall be given to the steward and the President of NALC 283.

ITEM 12: PROCEDURES FOR SUBMISSION OF LEAVE OUTSIDE THE CHOICE PERIOD

Whatever part of the calendar year is not identified as choice period in Item 5 shall be considered as outside the choice period and shall be blocked out on the roster prior to circulation. Carriers applying for leave during this blocked out time will have leave approved or disapproved according to the needs of the service or business conditions.

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

The following method for selecting employees to work on a holiday or designated holiday shall be used:

1. PTFs shall be utilized to the maximum extent possible.
2. Volunteers whose holiday or designated holiday is the day in question shall be scheduled by seniority.
3. Volunteers whose non-scheduled day is the day in question will be scheduled by seniority.
4. CCAs shall be utilized to the maximum extent possible.
5. Non-volunteers whose non-scheduled day is the day in question shall be scheduled in by juniority.
6. Non-volunteers whose holiday or designated holiday is the day in question shall be scheduled in by juniority.

In Dayton, part 1 above shall have added: An exception will be made here if a PTF expresses a desire to be off on the day in question and if a holiday volunteer is available. In that case the volunteer shall be used, rather than the PTF.

ITEM 14: OVERTIME DESIRED LIST

Overtime lists shall be by sections.

**ITEM 15: THE NUMBER OF LIGHT DUTY ASSIGNMENTS WITHIN
EACH CRAFT OR OCCUPATION GROUP TO BE RESERVED FOR
TEMPORARY OR PERMANENT LIGHT DUTY ASSIGNMENT
(This section also addresses Item 16 & 17)**

Local management shall show the greatest consideration for letter carriers requesting temporary light duty assignments in accordance with Article 13 of the National Working Agreement. Letter Carriers shall be assigned light duty in their own section, whenever possible. It is also understood that all letter carriers on light duty will be furnished eight

hours work whenever such work is available. The carriers may accept the determined light duty or request other light duty at another Post Office.

Temporary light duty assignments shall be determined on an individual basis contingent upon statement of physicians and the ability of management to provide work suitable to the needs of individuals concerned. A light duty assignment will be considered to consist of any duties which a carrier can perform without detriment to their co-workers or danger to themselves or others and which does not aggravate the illness or injury from which the employee is recovering. The light duty employees will first be assigned to any work on their bid assignment which does not violate their medical restrictions.

Permanent Light duty shall be in accordance with Article 13 of the National Working Agreement.

ITEM 18: IDENTIFICATION OF SECTIONS

For the purpose of administration of the overtime desired list, vacation planning, identifying sections for reassignment and posting, the following sections and any new post offices, branches, stations and sections in which letter carriers are employed are recognized. (NOTE: This printed text is a compilation of Local Memorandums for the following sections. However, each section is recognized per separate Local Memorandum of Understanding)

Spring Main Office
Klein Branch
Tomball Main Office
Huntsville Main Office
Dayton Main Office
Richmond Main Office
Wharton Main Office
Silsbee Main Office
Bridge City Main Office
Nederland Main Office
Port Arthur Main Office
Vidor Main Office

The Woodlands Metro Branch
Panther Creek Branch
Conroe Main Office
Humble Main Office
Cleveland Main Office
Rosenberg Main Office
El Campo Main Office
Madisonville Post Office
Groves Main Office
Orange Main Office
Port Neches Main Office

ITEM 19: THE ASSIGNMENT OF EMPLOYEE PARKING SPACES

The installation head shall make every reasonable effort to provide parking without charge for all letter carriers. When union officials visit the station they shall be provided available parking, free of charge. If there are some parking spaces reserved for certain employees such as supervisors, rural carriers, etc, they shall be plainly marked; otherwise, it shall be understood that any employee or union official can park in unmarked spaces. Any current employee parking designations will remain in effect.

In Humble only the following additional language shall also apply:

- 1) Parking spaces which are available shall be used on a first-come, first-served basis. During inclement weather the Letter Carriers can park on the East Side of the building.
- 2) There shall be one space set aside and plainly marked for the President of the NALC and likewise one for the chief steward. The location of said spaces shall remain as currently assigned.

ITEM 20: LEAVE FOR UNION ACTIVITIES

ITEM 21: OTHER ITEMS SUBJECT TO LOCAL NEGOTIATIONS AS PER CRAFT PROVISIONS

Posting of Abolished Assignments (41.3.0)

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(s) was abolished shall be posted for bid in accordance with the posting procedures in this Article.

The posting of bids in 41.3.0 circumstances shall be restricted to the affected section.

Successful Bidders-Change of Assignments (Article 41.1.c.4)

The successful bidder shall work the duty assignment as posted and awarded. An exception can be made in the case of a mutually agreed trade between a carrier technician and a regular carrier on the regular carrier's non-scheduled day. Such mutual trade can only be made if all the following conditions are met:

- 1) The sole purpose of the trade must be to allow the regular carriers to work their own routes on their non-scheduled day.
- 2) The trade must be arranged on a day to day basis.
- 3) The trade must be totally voluntary.
- 4) Carrier technicians will not be worked outside their own brace in making the trade.

Number four above shall not apply in the following installations:

**Conroe
Huntsville
Spring
Rosenburg**

In Humble and Cleveland, only

(5) The trade must be initiated by the carriers

**ITEM 22: LOCAL IMPLEMENTATION RELATING
TO SENIORITY, REASSIGNMENT & POSTING**

Bidding for vacant assignments will be restricted to letter carriers of the Installation with seniority as the determining factor. Bidding for vacant assignments shall be installation wide.

Notices inviting bids shall be posted on an installation wide basis. Unless otherwise specified in this agreement, the time limits for posting and awarding vacant assignments shall be as set forth in the National Agreement.

All vacancies within the installation will be posted within five (5) days of the beginning of the vacancy. The notices shall remain posted for ten (10) days. All notices shall be posted on the station bulletin board where notices to bid are normally posted.

The posted notice shall contain information about the assignments as outlined in the National Working Agreement.

If a carrier is to be away from the section during the time a bid is expected to be posted the carrier shall have the right to notify the Postmaster in writing that they desire to have a bid considered on the assignment question. The carrier shall also have the option of giving the steward a letter authorizing the steward to bid for her/him.

Bids shall be made on the bid cards provided by the Postal Service or by using the phone or computerized bid procedures if they are available,

The section supervisor shall secure the bids in an envelope addressed to the Postmaster. The envelopes will be opened by a designated management person and the award(s) announced within ten (10) days after the close of the bidding. The steward will be notified of the time the envelopes will be opened. The President of NALC, Br. 283 or designee, may be present for the opening of the bid envelopes.

Supervisors will not give out information on bids received prior to the announcement of the successful bidder, unless it is regarding receipt or non-receipt of a bid. Such information will only be given to the carrier making the bid.

In instances where several assignments are posted, a letter carrier may submit multiple bids indicating a preference for first choice, second choice, etc. the senior bidder shall be awarded the position. Within 10 days after the close of bidding a notice shall be posted announcing the successful bidder and the effective date of the new assignment. The effective date shall be no more than 15 days following the close of bidding, except in December. A copy of said notice shall be mailed to the President of NALC Br. 283.

Bidding on Temporarily Vacant Assignments

All temporarily vacant assignments that will be vacant for five days or more shall be posted for in-station bids (opting) so that those carriers eligible under Article 41 Section 2, Part B of the National Agreement can exercise their seniority and bid (opt) on these assignments.

Said posting shall be on the carriers bulletin board and shall remain posted for two working days (excluding Saturdays, Sundays and holidays).

If management has at least two days notice of the temporary vacancy the posting shall be done two or more days in advance of the beginning date of the assignment. If station management does not have two days notice the posting shall occur at the time management knows that the assignment will be vacant for five days or more. The intent is to have the successful bidder assigned to the vacancy at the beginning of the vacancy, if possible.

The successful bidder shall hold the assignment for the duration of the vacancy.

The above provision will be in effect whenever two or more employees are eligible for opting. If only one employee is eligible for opting management may accept a written statement from the carrier stating that he/she is exercising the right to opt on the vacancy. Such notice must be ring dated or stamped on the time clock and signed by the supervisor receiving it and the steward in the station.

MISCELLANEOUS:

Sick Leave

Sick leave balance or the number of times shown on the quarterly printout shall not be the determining factor for placement on Restricted Sick Leave List.

Safety & Health

Carriers shall not be required to drive an unsafe vehicle and management shall conduct safety meetings for all drivers once each month.

All operational facilities and equipment used by letter carriers shall be maintained in a clean and operational condition. A letter carrier's safety should always be of prime concern. They shall not be required to enter any unsafe area which might result in bodily harm.

A letter carrier shall not be required to cross a lawn where there is a customer complaint or where a safety hazard exists. Local management will implement any directives received from the National level concerning crossing lawns.

Representation

The designated agents of NALC will be given ample opportunity to address new employees in accordance with the National Agreement.

Labor Management Meetings

Management shall meet with the designated agents of the NALC in Labor Management meetings in accordance with the National Agreement on the following schedule:

Agenda items shall be exchanged at least 72 hours prior to the meeting.

Minutes may be kept by both parties and initialed for verification. If Christmas meetings are agreed to at the National Level as being necessary, such meetings will be held in addition to the agreed upon Labor Management Meetings. Meetings will be held the first week of the month in which scheduled, the date and time to be mutually agreed upon.

The union will be entitled to have at least one member from the local office on official time on a no gain, no loss basis. At least one full time officer of the branch shall attend at the option of the union. The union may have other carriers present at the expense of the union.

Bulletin Boards

The employer shall furnish one standard bulletin board for the union in each section. It shall be the job or the chief steward to maintain the bulletin board.

Changing Uniforms

The changing of uniforms from summer to winter will be optional with the carriers. Carriers are expected to report for duty presenting a neat and clean appearance.

Auxiliary Assistance

In the event a carrier makes a request for auxiliary assistance, the supervisor will determine whether overtime assistance is approved or whether the mail is to be curtailed. If determination is made for curtailment, the carrier should be notified in ample time to prevent casing the mail that is to be curtailed. If the decision is made to grant auxiliary assistance. The carrier should be notified before he pulls down his case. However, auxiliary assistance may be used in the office when it would be more economical than using overtime or providing auxiliary assistance on the street.

If the decision is to give auxiliary assistance, normally the assistance will be given on the street. In cases where auxiliary assistance is given in the office, auxiliary assistance may be granted on the street only in cases where the need for such is clearly justified.

Employee Service Committee

The parties agreed to continue the existing Employee Service Committee and its functions, until such time as the National Study committee on Employee Services submits its final report.

Seniority Rosters

Updated letter carrier craft seniority rosters and **City Carrier Assistant relative standing rosters** will be posted where bids are posted in all section semi-annually with numerical sequencing noted on the roster.

The President of Branch 283 will receive two (2) copies each time they are posted.

Information to be Furnished Union

The employer will furnish the NALC 283 president with a copy of the new employee bulletin, posting and award notices, death bulletins, and the monthly separation bulletin (if any). Management agrees to furnish its supervisors adequate and pertinent information regarding employee supervision.

Request for Transfer from Station

The MOU M-01876 concerning eReassign dated 5/20/2019 or updated MOU.

Inspection of Personnel Jacket

A letter carrier shall, upon request, have the right to inspect his/her official personnel folder at a reasonable time during business hours. The Branch President or designee, upon request of the carrier, shall also have the right and time to inspect the carrier's official personnel folder if accompanied by the carrier making the request.

Route Inspections

Route inspections shall be conducted during normal mail volume periods between the first week of September and May 31st, excluding December and except under unusual circumstances, shall be during a different month each year. The union may make input in regard to the date for route inspections, if it attends a Labor Management Meeting. If it does not attend such meetings, management will notify the union of the schedule for route inspections as far in advance as practicable.

Rest Break

When there is no suitable place to take a rest break on the route, a letter carrier shall have the right to travel outside the route to a suitable place to take a rest break. The carrier must utilize the facilities requiring the least amount of travel. The total travel and break time cannot exceed ten (10) minutes unless there was a well established past practice to allow more than ten (10) minutes for rest breaks as of July 1978. **The following exceptions are Humble, Spring, Port Arthur, Rosenberg, Bridge City, Vidor and Groves will not exceed fifteen (15) minutes total travel and break time.**

Travel-Lunch Break

Where there is no suitable place to eat lunch on the route, a letter carrier shall have the right to travel outside the route to a place where accommodations are available. However, eating places outside the route must be authorized by management.

Phone Usage

In Spring, the union steward shall be allowed the use of available phones and shall not be denied.

NOTES

**BLANK DIVIDER PAGES
DO NOT PRINT**

**BLANK DIVIDER PAGES
DO NOT PRINT**

NEGOTIATED
RESOLUTIONS TO PROBLEMS
BETWEEN
NATIONAL ASSOCIATION OF LETTER CARRIERS, BR. 283
AND
USPS, HOUSTON DIVISION

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**N.A.L.C. BRANCH 283
MODIFIED ARTICLE 8
AGREEMENT**

OVERTIME

In accord with the National Agreement there shall be three categories of overtime desired list volunteers: work assignment only list (WAO), those willing to work up to ten hours (regular list), and those willing to work penalty (penalty list). The overtime desired lists shall be by section and carriers signing the list shall have their names listed by seniority (except the WAO list). The sign-up list shall be posted in each station on the station bulletin board, in a prominent place.

A strict rotation order, by seniority, shall be followed in administering the list. Overtime excused shall be recorded as 'E'. Overtime refused shall be recorded as 'R'. Those unavailable shall be recorded by the letter 'U'. Those on leave shall be recorded by the letter 'L'. The list shall be updated daily. The listing of hours worked, excused, refused or unavailable shall be kept in a safe place but it will be made available to the steward and/or union officials upon request.

It is understood that in certain cases a carrier, on the list, may be required to work overtime in accord with Article 8, Section 1 and 2 which reads:

Employees on the Overtime Desired List:

- 1. May be required to work up to twelve (12) hours in a day and sixty (60) hours in a service week (subject to payment of penalty overtime pay set forth in Section 4.D for contravention of Section 5.F); and**
- 2. Excluding December, shall be limited to no more than twelve (12) hours of work in a day and no more that sixty (60) hours in a service week.**

However, the Employer is not required to utilize employees on the Overtime List at the penalty overtime rate if qualified employees on the Overtime Desire List who are not yet entitled to penalty overtime are available for the overtime assignment.

It is understood that a carrier may be excused from working overtime for just cause. In such a case a notation of 'E' will be recorded on the list and the next junior person shall be offered the excused opportunity. All parties agree that there are unusual and legitimate circumstances that may arise in an employee's personal life that will prevent them from working overtime. The merit of such circumstance will be judged on a case by case basis. The notation 'U' will be used for those employees that cannot be contacted to be offered an opportunity or the opportunity available is insufficient to satisfy the guarantee required by the National Agreement.

Example: A two-hour opportunity is available, the employee must be guaranteed 8 hours work because it is the employee's non-scheduled day.

If overtime on a carrier's own route is sufficient to run the carrier into the window of operations, the carrier is considered unavailable.

Following the end of the two week sign-up period the overtime desired list shall be arranged by seniority. The assignment of overtime shall be in strict rotation, with the first opportunity of the quarter being assigned to the senior person. At the end of each 14-day period, the station steward and a supervisor shall review the overtime desired list. Opportunities shall be reviewed to determine equitability. In this review both quality and quantity of opportunities shall be considered. Refused, excused or unavailable opportunities shall be considered. Refused, excused, or unavailable opportunities missed while in leave status shall be considered as opportunities worked for this purpose.

'Clean-up' opportunities shall then be offered to employees with inequitable opportunities. The first opportunity shall be given to the carrier with the least number of equitable opportunities, the second opportunity to the carrier with the second least number of equitable opportunities, etc. This method shall continue, in rotation, until it is determined by the steward and the supervisor that the opportunities are equitable. At that time, assignment of overtime shall revert to seniority, in rotation, with first opportunity being offered where the rotation was interrupted by the 'clean-up' opportunities.

Every effort shall be made to avoid assigning overtime to employees not on the overtime desired list. Such efforts shall include, but is not limited to, the use of penalty time. All parties recognize a window of operations that requires that all mail be delivered no later than 5:00 p.m. However, when the need for overtime is pre-determined, management will bring carriers in before tour in order to avoid working non-volunteers, even if this means the use of penalty time. When the use of the overtime desired list provides insufficient volunteers, management will first make a verbal announcement of the need for volunteers. Assignments will then be made on a first come, first served basis. Prior to assigning overtime to non-volunteer regular carriers, management shall assign much work to PTF carriers. Overtime assignments to non-volunteer regulars will be made by juniority, in rotation. A record of these assignments shall be maintained. The record of non-volunteers shall be kept in a safe place but shall be made available to a steward or union official upon request.

GLOSSARY

The term **refused** denotes failure to follow instructions/orders to work overtime

The term **excused** denotes those unusual and legitimate circumstances, which may arise in an employee's personal life.

The term **unavailable** denotes those circumstances in which the employee can not be contacted to be offered an overtime opportunity, the opportunity is insufficient to satisfy the guarantee required by the National Agreement or when simultaneously assigned overtime on their own route.

WAO designates those employees that desire to work overtime on their own route on their regular scheduled days.

10 hr (regular list) designates employees desiring to work up to 10 hours on any assignment.

12 hr (penalty list) designates employees desiring to work up to 12 hours on any assignment.

Clean up opportunity designates those available opportunities that will be assigned to carriers to make opportunities equitable.

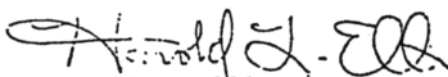
UNITED STATES POST OFFICE...

Houston Sectional. Center
Houston, Texas 77201

DATE May 23, 1984
OUR REF HLE:lmf: 9601
SUBJECT Twenty Four-Forty Eight Hour Rule
TO All Area Managers
All Station Managers
Postmasters with City Deliveries

Attached is a copy of an agreement that was made in 1976 between management and the NALC. This agreement is clear and to the point regarding our obligation to carriers who desire to see a union steward and union stewards rights to investigate a grievance. I am receiving complaints on daily basis, many of which are valid, regarding our failure as managers to honor this agreement.

I urge each of you to insure that the managers under your direction are in compliance immediately. Preferably, allow carriers to see their steward on a same day basis.



Harold L. Ellis
Manager, Delivery & Collection

Attachment

cc: S:D/CS
M.E.; RS&S

How The 24/48 Hour Rule Works

The 24/48 Hour Agreement was worked out between the union and Postmaster E.C. Stevenson in 1976. The following is a verbatim description of the agreement.

Whenever a carrier wishes to speak to their steward about a possible grievance, the carrier will fill out an over-printed form 13 in triplicate. One copy is for the steward, one copy for the grievant and one copy for management. The carrier will list the date and time of the request and a very brief description of what the grievance is all about. (Example: I was passed over on the overtime-desired list, or I am being harassed by Supervisor Big Mouth, etc.)

The carrier will present this to the supervisor who will in a very few minutes designate a time that the carrier can speak to their shop steward. This time must be within 24 hours of the request. The only exceptions will be if the designated time is the next day still within the 24 hours of which the request was made and either the grievant or the steward should call in sick or if a mutually agreed to extension is made.

The 48 Hour Agreement

After the carrier and the steward have met, and the steward has determined that a possible grievance exists, then the steward will make a written request for time to investigate the possible grievance. The steward will date the time of the request. The steward will make a reasonable estimate of the time needed to investigate the grievance. The steward may need to list the documents needed for the investigation.

The supervisor upon receipt of the request will review his/her work load and within a very few minutes designate a time within the 48 hours that the investigation can be made. The time designated must be within the 48 hours of the request.

The volume of mail, the shortage of help and excuses such as this is not a valid reason to postpone the investigation. When the original agreement was made it was specifically understood that no exception would be made for those reasons. We do not encourage extensions.

On the other hand if a carrier asks to see his/her steward at 3:00p.m. on Saturday, common sense will tell you that the carrier will not be allowed to speak to the steward until Monday, and if one or both are off on Monday, then it could possible be Tuesday before the meeting will take place. In other words we expect all parties to work in good faith and not play games.

BREAK OPTIONS & SMOKING

Letter Carriers will elect on of three break options. The first option is to continue to take two ten-minute breaks on the street. The second option is to take on ten-minute break in the office and one ten-minute break on the street. A third option is to take two five-minute breaks in the office and one ten-minute break on the street. A three column sign-up sheet will be circulated for the purpose of making this selection. Whenever a carrier bids from one station to another, the carrier will be asked to sign the selection sheet.

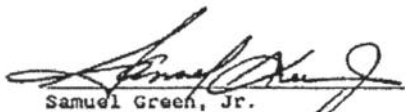
It is agreed that if a carrier elects to take any combination of office breaks, the carrier will be allowed to break at any time the carrier chooses. The time of the break can be determined by the carrier on a day to day basis. The only requirement for notification of management is that the carrier will place a 'break' placard on the case before leaving the case. These placards will be supplied to carriers that elect the office break option and they should be kept at the case.

All outside areas shall be considered smoking areas except those specifically marked 'No Smoking'. Only those outside areas which present a real fire hazard will be designated 'No Smoking'.

It is agreed that carriers will not be charged travel time from the case to the outside smoking area. The five or ten minute break will be actual time outside where on can smoke. Naturally, it is expected that carriers will go directly outside when leaving for a smoke break.

Carriers will be allowed to smoke while doing the safety check of vehicles. Rules regarding smoking while on street time have not changed. Carriers that work alone in mail rooms may still smoke, providing it does not violate the rules of that building.

This smoking policy shall apply to all offices and stations represented by NALC Branch 283. It is understood that in those offices that enjoy breaks longer than 10-minutes (such Humble) the method will remain the same. However, the length of break time will continue to be the presently allowed longer time.


Samuel Green, Jr.
General Manager/Postmaster

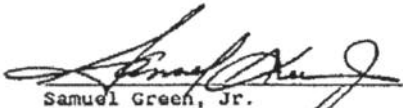

Vernon Wade
President, NALC Branch 283

MAR 16 1989

Date: _____

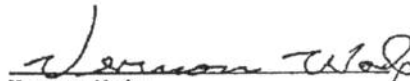
USE OF RADIOS

It is agreed that letter carriers represented by NALC Branch 283 will be allowed to use portable radios while delivering mail on the street. If carriers wish to use headphone type radios, they may do so, provided that no more than one ear is covered by the headphones.



Samuel Green, Jr.
General Manager/Postmaster

MAR 16 1989



Vernon Wade
President, NALC Branch 283

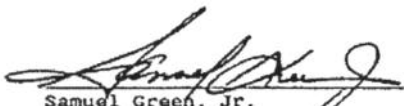
STEWARD ELECTIONS


Re: Grievance #029-2a-82G
Grievance #240-72-86G

Date: _____

The following agreement resolves the above referenced grievances and any other grievances filed by NALC Branch 283 concerning the issue of holding steward elections on the clock.

It is agreed that in the future, steward elections will be held on the clock. All parties agree that methods similar to those used in the 1988 elections shall continue to be used. This agreement shall apply to all Houston City Stations.


Samuel Green, Jr.
General Manager/Postmaster

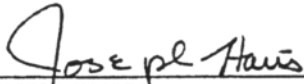

Vernon Wade
President, NALC Branch 283

MAR 16 1989


EXTENDED SICK LEAVE

The following understanding has been reached by the parties in regard to the definition of extended sick leave. ~~Normally~~ extended sick leave will be of a duration or expected duration based on medical documentation of fourteen calendar days or more.

This definition shall be applied in regard to calculation of percentages for incidental leave requests.



JOSEPH HARRIS
ACTING GENERAL MANAGER/POSTMASTER



VERNON WADE
PRESIDENT MALC, BRANCH 283

GO-BACK LEAVE

All incidental leave will be granted on a first come, first serve basis.

If the leave request is for "Go-Back" leave, the following procedure will be followed:

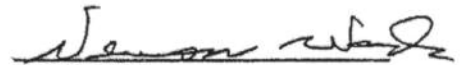
The carrier must complete a 3971. The 3971 must be dated and time-clock stamped by the carrier requesting the leave. The supervisor receiving the request will initial the date and time-clock stamp.

If, on the date in question, there are leave requests that have been previously disapproved, said requests for leave shall be considered, along with "Go Back" requests. All such requests for leave shall be considered and approved on a first come, first serve basis.



R. B. PITTS
GENERAL MANAGER/POSTMASTER

10/27/89
DATE:



VERNON WADE
PRESIDENT NALC #283


10-31-89
DATE:


VIOLETION OF THE FIVE O'CLOCK WINDOW

It is further agreed that a penalty of \$10.00 per hour shall be paid for violations of the Five O'Clock Window of Operations. It is further agreed that the carrier will cease delivery at five o'clock p.m. carriers shall be allowed a reasonable amount of travel time to travel back to the station after ceasing deliveries.

It is further agreed that the carriers recognize their responsibility to inform management when they cannot complete their delivery assignments within the Five O'Clock Window.

This resolves all Five O'Clock Grievances up to the date this agreement was signed.


USPS 2-10-93
Date


NALC 2-10-93
Date

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE
AND THE
NATIONAL ASSOCIATION OF
LETTER CARRIERS, AFL-CIO**

Re: Bereavement Leave

City letter carriers may use a total of up to three (3) workdays of annual leave, sick leave or leave without pay, to make arrangements necessitated by the death of a family member or attend the funeral of a family member. Authorization of leave beyond three (3) workdays is subject to the conditions and requirements of Article 10 of the National Agreement, Subsection 510 of the Employee and Labor Relations Manual and the applicable local memorandum of understanding provisions.

Definition of Family Member. "Family Member" is defined as a:

- (a) Son or daughter – a biological or adopted child, stepchild, daughter-in-law, or son-in-law;
- (b) Spouse;
- (c) Parent; or
- (d) Sibling - brother, sister, brother-in-law or sister-in-law; or
- (e) Grandparent.

Use of Sick Leave. For employees opting to use available sick leave, the leave will be charged to sick leave for dependent care, if eligible.

Documentation. Documentation evidencing the death of the employee's family member is required only when the supervisor deems documentation desirable for the protection of the interest of the Postal Service.

July 26, 2007

NOTES