

NALC

Local Memorandum *of* Understanding

Between

NALC, AFL-CIO, Local 283

and

U.S. Postal Service

2019 - 2023

Houston, Texas

MEMORANDUM OF UNDERSTANDING
RECOGNITION

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.

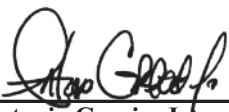
This Memorandum of Understanding between the representative of the United States Postal Service and the Designated Agent of the National Association of Letter Carriers, AFL-CIO, a Union signatory to the 2019 National Agreement, constitutes an agreement on matters relating to local conditions of employment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

It is understood and agreed that there are no items to be impassed in this agreement.

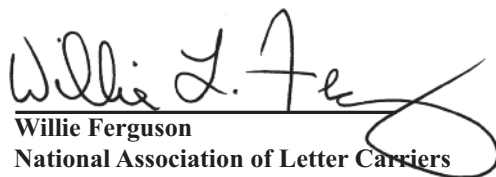
DURATION

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; and “drop and stock mail” (dumping and emptying sacks), 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 be added to route time.

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

All letter carriers covered by this local agreement shall have rotating non-scheduled days except 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 PTF's as far in advance as possible of impending changes in their work schedules.

1. Where management determines a legitimate need of the service for a particular eight (8) hour assignment to have a stationary non-scheduled Saturday, management shall meet with the NALC president or designee to discuss said needs. The president or designee shall agree in writing to the stationary non-scheduled Saturday, provided management can demonstrate the legitimate need.
2. If the need arises to change from the static nonscheduled Saturday, the change will be negotiated with the union. No change will be put into effect until both parties have agreed on the resolution of the change.
3. Newly created assignments will be posted with rotating non-scheduled days unless both parties agree to fixed non-scheduled Saturday.

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

Curtailment or termination advice from relevant local disaster or emergency authorities will be accorded priority by local Postal Service installation heads or their designees who must make the ultimate decision. Conditions which might warrant curtailment or termination can be brought to management's attention by carriers or NALC and unless physically impossible the relevant management authorities will discuss the existent conditions, as well as the advice given by the various authorities with jurisdiction over specific types of disasters with the union.

Local Management will work closely with the duly elected NALC officers using all local communications resources available to keep all carrier personnel alerted not only in regard to whether curtailment will or will not take place, but also to its extent. When curtailment is partial, which units are involved will be specified. Conditions which might evoke a request for and subsequent curtailment of operations will include:

1. Ice on street and walkways - hail storms
2. Floods
3. Hurricanes, tornadoes, storms, tropical storms and severe lightning
4. Bomb threat or alert
5. Riots or civil disorders
6. Attempts to assault or bodily harm the person of a carrier
7. Any situation where it may reasonably apply that bodily harm may occur
8. Inadequate water supply for drinking or sanitary purposes and/or inadequate power supply for safe and healthful conditions

ITEM 4: FORMULATION OF LOCAL LEAVE PROGRAM

- A. Carriers can cancel scheduled leave provided the delivery supervisor has at least seven (7) calendar days advance notice or in an emergency. When a choice vacation period consisting of five (5) days or more becomes open for any reason and the delivery supervisor has been given at least seven (7) days advance notice, it shall be posted on the station bulletin board for two (2) consecutive days

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excluding Saturdays, Sundays and holidays. Granting of this leave will be by seniority. Choice vacation period of June, July and August will be granted first to carriers not scheduled during these months, due to low seniority.

- B. All forfeitable annual leave in excess of 440 hours, 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 that he/she must take the excess leave and he/she must schedule or take at this time.
- C. With reasonable notice, the President and other duly elected officials shall be granted annual leave or LWOP for the purpose of attending to union business. This excludes conventions, seminars and conferences. Reasonable notice is the maximum amount of time that the union can give.
- D. The circulation of annual leave roster will be completed no later than January 1st. Letter carriers assigned to a higher level management position covered by a 1723 at the time the roster is circulated shall not be included on the carriers annual leave roster. Any carrier on a 1723 at the time of his scheduled leave will not constitute part of the 14% allowable leave requirement.
- E. Request for unscheduled annual leave shall be submitted at least four (4) days prior to the time the leave is desired. It is understood that the day the leave request is submitted is part of the notification period.
- F. Any annual leave granted outside the posted leave roster shall be on a first-come, first-served basis and shall be posted when granted. No request for unscheduled leave shall be accepted more than 45 days in advance. The day the leave starts is not part of the notification period. The day the notice is given to the supervisor is the first day of the notification.

The supervisor will approve or disapprove the leave requests as far in advance as possible but no later than the posting of the schedule for the service week in which the leave is to be taken.

- G. All PS forms 3971 submitted for incidental leave must be dated and time-clock stamped by the carrier before submitting to the supervisor. The supervisor receiving the request will sign and date the PS form 3971 in the appropriate area.

However, City Carrier Assistants Incidental Leave will not be approved or disapproved based on the installation percentage for leave. The leave will be

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approved or disapproved according to the needs of the service/business conditions.

- H. Those 204B's who have been in that status in excess of four (4) months shall not be allowed to sign for leave on the carriers' roster. If already on the carriers' vacation roster they will be removed from that roster after four (4) months of service as 204B. A letter carrier temporarily detailed to a supervisory position will not be returned to the craft to circumvent the above provision.
- I. The completed annual leave roster shall be kept in a safe place. Additionally, a copy will be placed on the official Bulletin Board and a copy will be given to the chief shop steward or designee.
- J. **City Carrier Assistants will be permitted to sign for Annual Leave during the choice vacation periods per the Memorandum of Understanding, RE: City Carrier Assistant (CCA) Annual Leave. However, the week in which the CCA sign, 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 Assistant 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 choices by seniority (Item 7 of the LMOU).

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 carrier's vacation period(s) shall begin on Monday and end on Sunday.

ITEM 7: WHETHER EMPLOYEES AT THEIR OPTION REQUEST TWO SELECTIONS DURING THE CHOICE VACATION PERIOD, IN UNITS OF EITHER FIVE (5) OR TEN (10) DAYS.

- A. Choice vacation shall be awarded in increments of days of period(s) as provided in Article 10, Section 3.(D) 1, 2 and 3 of the National Agreement both first and second choice shall be continuous.
- B. Each full-time and part-time career shall be given a first choice by seniority, then a second choice shall be given by seniority. The first choice shall be colored blue and the second choice colored red.

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

Carriers called for jury duty during their scheduled vacation period are eligible for another period equal to that period of vacation time spent on jury duty.

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

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. 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 (10) or fewer employees are permanently assigned.

ITEM 10: THE ISSUANCE OF OFFICIAL NOTICES TO EACH EMPLOYEE OF THE VACATION SCHEDULED APPROVED FOR SUCH EMPLOYEE.

(See Item 11 and Item 4, F&G)

ITEM 11: DETERMINATION OF THE DATE AND MEANS OF NOTIFYING EMPLOYEE OF THE BEGINNING OF THE NEW LEAVE YEAR.

The employer will post, by November 1st of each year, the beginning date of the leave year. The official notice to each carrier of approved vacation schedule will be the completed Annual Leave Roster. These portions will be where carrier bids are posted.

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

Addressed in Item 4

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

1. In scheduling employees to perform duties on their holiday or day designated as their holiday, the following sequence shall be followed:
 - A. PTF's shall be utilized to the maximum extent possible.
 - B. Volunteers whose holiday or designated holiday is the day in question shall be scheduled by seniority.
 - C. Volunteers whose non-scheduled work day is the day in question will be scheduled by seniority.
 - D. City Carrier Assistants shall be utilized to the maximum extent possible.
 - E. Non-volunteers whose non-scheduled work day is the day in question shall be scheduled by juniority.

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- F. Non-volunteers whose holiday or designated holiday is the day in question will be scheduled by juniority.
- 2. The holiday schedule shall be posted as of the Tuesday preceding the service week in which the holiday falls.

ITEM 14: WHETHER “OVERTIME DESIRED” LISTS IN ARTICLE 8 SHALL BE BY SECTION AND/OR TOUR.

COMPLY WITH THE NATIONAL CONTRACT, ARTICLE 8.

The Overtime Desired List shall be posted in each section on the current bulletin board, overtime worked shall be designated in blue; overtime excused shall be designated in red.

ITEM 15: THE NUMBER OF LIGHT DUTY ASSIGNMENTS WITHIN EACH CRAFT OR OCCUPATION GROUP TO BE RESERVED FOR TEMPORARY OR PERMANENT LIGHT DUTY ASSIGNMENT.

Addressed in Item 17

ITEM 16: THE METHOD TO BE USED IN RESERVING LIGHT DUTY ASSIGNMENTS SO THAT NO REGULAR ASSIGNED MEMBER OF THE REGULAR WORK FORCE WILL BE ADVERSELY AFFECTED.

Addressed in Item 17

ITEM 17: THE IDENTIFICATION OF ASSIGNMENTS THAT ARE TO BE CONSIDERED LIGHT DUTY WITHIN EACH CRAFT REPRESENTED IN THE OFFICE.

- A. Local Management shall show the greatest consideration for letter carriers requesting temporary light duty assignments in accordance with Article 13 of the National Agreement.

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Letter Carriers shall be assigned light duty in their own section with the understanding that each section can accommodate at least one light duty assignment consisting of eight (8) hours or less. The “or less” is inserted to ensure that management will not be required to guarantee time not worked in the case of employees requiring light duty for injuries and illnesses not job related and where the doctor specifies less than eight (8) hours per day. However, all letter carriers will be furnished eight (8) hours work, if available.

- B. The following duties will be considered as light duty assignments:
1. Casing mail on carrier's own route and other open routes on a day-to-day basis.
 2. Assisting other routes that require assistance.
 3. Relabeling carriers cases if needed.
 4. Any other work available in their craft which the carrier is qualified to efficiently perform that is not in conflict with their medical limitations, such as, but not limited to, reviewing and canceling PS Form 3982, answering telephones and doing cost ascertainment.

ITEM 18: THE IDENTIFICATION OF ASSIGNMENTS COMPRISING A SECTION, WHERE IT IS PROPOSED TO REASSIGN WITHIN AN INSTALLATION EMPLOYEES EXCESS TO THE NEEDS OF A SECTION.

For the purpose of administering the overtime desired list, vacation planning, identifying sections for reassignment and posting, the following stations, post offices, branches and any new stations and branches established during the life of this agreement are recognized as sections.

All presently existing and future Houston stations where letter carriers are employed.

Alvin, Texas	Liberty, Texas
Baytown, Texas	Livingston, Texas
Bellaire, Texas	Palacios, Texas
Dickinson, Texas	Santa Fe, Texas
Eagle Lake, Texas	Seabrook, Texas
Friendswood, Texas	Sealy, Texas
Galena Park, Texas	South Houston, Texas
Hempstead, Texas	Stafford, Texas
Highlands, Texas	Sugar Land, Texas
Katy, Texas	Sugar Land, Texas (First Colony)
Katy, Texas (Annex)	Texas City, Texas
Lamarque, Texas	Webster, Texas
League City, Texas	

ITEM 19: THE ASSIGNMENT OF EMPLOYEE PARKING SPACES

NALC Branch 283 shall retain two 24 hour designated parking spaces at the North Houston P&DC.

**ITEM 20: THE DETERMINATION AS TO WHETHER ANNUAL LEAVE
TO ATTEND UNION ACTIVITIES REQUESTED PRIOR TO
DETERMINATION OF THE CHOICE VACATION SCHEDULE IS TO BE
PART OF THE TOTAL CHOICE VACATION PLAN.**

The Union will notify management by November 1st of each year of the weeks to be excluded for conventions. Granting leave during these times will first be granted to designated delegates, Union officials, stewards and alternate stewards who desire to attend the conventions.

After it has been determined that the 14 percent requirement has not been filled by those desiring to attend, the remaining time will be put up for bid in accordance with the formula in Item 4A of this memorandum. Those in attendance shall be granted annual leave or leave without pay at their option to attend these events and this leave shall include necessary travel time.

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

Supplemental Agreements

A. Posting

1. To define posting procedures to be observed, the following schedule and policy is agreed to by the parties of this agreement:
 - a. All vacancies within the Houston Installation shall be advertised and posted on the first Tuesday of each Postal Accounting Period

Advertisements will remain posted for ten (10) days through the second Thursday of each Postal Accounting Period. In the associate offices covered by this agreement, the vacancies will be posted within five (5) working days and remain posted for 10 calendar days.
 - b. Posting of a vacancy shall consist of a notice in writing on the Official Bulletin Board with a copy being mailed to the President of NALC Local 283. Such notice shall be as follows:

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1. The duty assignment by position title and number (e.g., key or standard)
 2. PS salary level
 3. Hours of duty (beginning and ending)
 4. The fixed or rotating schedule of days of work, as appropriate.
 5. The principal assignment area (e.g., section and/or location of activity)
 6. Invitation to employees to submit bids.
 7. Physical requirement unusual to the specific assignment.
2. If city carrier route is involved, the carrier route number shall be designated.

In the Houston Installation, carriers desiring a position posted for bid shall submit a bid in one of the following manners:

- A. Submit his/her bid in writing, using Form 1717x to the supervisor of the section. The section supervisor will provide an envelope addressed to the Employment and Placement Office in which all bids will be placed.

In the Associate Offices, carriers desiring to bid shall submit a bid in writing, using Form 1717x (Bid Card) to the supervisor. The supervisor shall place the bids in an envelope addressed to the Postmaster.

Carriers bidding on a position must sign their name for the position to which they bid on the Form 1717x (Bid Card) and on the Carrier Bid sheet that will be enclosed in the addressed envelope. At the close of the bidding period this envelope shall be delivered to the Postmaster or designee.

In the Houston Installation, carriers bidding on a position must sign their name for the position to which they bid on the Form 1717x (Bid Card) and the Carrier Bid Sheet that will be enclosed in the addressed envelope. The envelope must be mailed to the Employment and Placement Office, on the second Thursday of each Postal Accounting Period. In the Houston Installation, the bid envelopes will be opened the second Friday of each Postal Accounting Period in the Employment and Placement Office.

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In Associate Offices, the bids shall be opened within 72 hours after the closing date. The chief steward or designee will be notified when the bids will be open and provided an opportunity to be present.

- B. Submit a bid using the telephone bidding system which has a unique and private "pin number" assigned to each carrier eligible to bid on open assignments. Management will make available to each carrier his or her own pin number and management will safeguard the release of this number to any other party, except upon the written authority of the individual who is assigned the pin number.
- C. When computerized and telephone bidding are available to all employees in the installation, telephone and computerized bidding will be mandatory as the only two methods of bidding. Pin numbers and the safeguards mentioned above shall apply.

The President of Local 283 or designee may be present for the opening of bid envelopes.

Information will not be furnished by means of telephone or in writing concerning bids on hand prior to the issuing of appropriate bulletin.

- 3. Letter Carriers may bid on all assignments by listing their choices as indicated on Form 1717x.
- 4. The senior applicant shall be awarded the position.

In the Houston Installation, a notice shall be posted on the third Friday of each Postal Accounting Period, showing the successful bidders and placing them in their new assignments. In the Associate Offices, the notice shall be posted within 10 days after the closing of the bids.

Assignments are to become effective on the first Saturday of each Postal Accounting Period except in the Associate Offices where the assignment shall become effective as soon as possible but no later than 15 days of the awarding of the bids except in the month of December.

In the Houston Installation a copy will be mailed to the President of NALC Local 283. In the Associate Offices, a copy will be given to the chief steward.

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5. Bidding for vacant assignments will be restricted to letter carriers of the installation assigned and shall be installation wide except in the application of Article 41, section 3.0 in which case bidding shall be section wide.
6. Should a route be adjusted to lose 50 percent or more of its deliveries, the carrier assigned to the route has the choice of remaining on that route or taking the route receiving the majority of his/her deliveries, provided bumping is not involved.

The vacated route will then be posted. Except for the foregoing and instances of arbitrary reassignment for disciplinary reasons, shall a carrier route, carrier technician or utility for replacement position be reposted unless it is vacated.

7. A full-time letter carrier who is declared excess to the needs of a section in accordance with Article 12 of the National Agreement, will be left in that section for at least one (1) bidding cycle. Retreat rights for excessed employees will be governed by Article 12 of the National Agreement.
8. The first page of the posting will be a summarization of the positions listed by number.
9. When a **Carrier Technician** assignment is vacant for five (5) days or more for any reason, and Management is aware of the impending absence no less than seven (7) calendar days before the beginning of the work week involved, the **Carrier Technician** assignment will be posted on a temporary basis and bids will be accepted for **Higher Level Assignment** within the section.

Filling of the position will be from the senior letter carrier submitting bids.

Invitation to bid shall be posted on the station bulletin board for two (2) consecutive days, excluding Saturdays, Sundays and holidays.

10. **Carrier Technician** and utility carriers shall work their assignment as posted and awarded during installation-wide bidding except as follows:

A mutual trade may be made between **Carrier Technician**/utility carriers and regular carriers with the approval of the supervisor providing the following conditions are met:

- a. The sole purpose of the trade must be to allow the regular carriers to work their own routes on their non-scheduled day.
- b. The trade must be arranged on a day-to-day basis.

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- c. The trade must be totally voluntary.
- d. **Carrier Technician**/utility carriers will not be worked outside their own brace in making the trade.

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. (Article 41.3.0)

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

- A. Bidding for vacant assignments will be restricted to letter carriers of the installation assigned.
- B. Letter Carriers temporarily detailed to a supervisor position (204-B) may not bid on vacant letter carrier craft duty assignments while so detailed.
- C. Temporarily vacant full-time duty assignments of anticipated duration of five (5) days or more shall be posted on or near the time clock; or on a special bulletin board in full view of all letter carriers and shall remain posted for two (2) consecutive days, excluding Saturdays, Sundays and holidays. A notice inviting bids shall be used for the posting.

Miscellaneous

1. Sick Leave

Sick leave balance or the number of times shown on the quarterly printout shall not be the determining factor in placing carriers on restricted sick leave list.

2. Safety And Health

- A. Carriers shall not be required to drive an unsafe vehicle and management shall conduct safety meetings for all drivers once each month.
- B. All operational facilities and equipment used by letter carriers shall be maintained in a clean and operational condition.
- C. 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.
- D. 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.

3. Representation

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

4. Labor Management Meetings

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

- A. In offices with 50 or fewer letter carriers, meetings will be held quarterly, provided agenda items are submitted.
- B. In offices with 51 to 150 letter carriers, meetings will be held monthly provided agenda items are submitted.
- C. In offices with over 151 letter carriers, meetings will be held monthly.
- D. Such meetings will be held the first week of the month in which scheduled; the date and time to be mutually agreed upon.
- E. In offices with 50 or fewer letter carriers, the union will be entitled to two

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(2) members, one of which will be on official time on a no gain, no loss basis.

F. In offices with 51 or more letter carriers, the union will be entitled to three (3) members, one of which will be on official time on a no gain, no loss basis.

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 Meeting.

5. Bulletin Boards

The employer shall furnish standard bulletin boards for the union. Present bulletin boards at the **North Houston P&DC** and stations and branches designated for the carrier craft use will remain as at present and an additional board will be supplied any new station or branch.

6. Changing Uniforms

The changing of uniforms from summer to winter will be optional with the carrier so long as employees, when reporting for duty, present a neat and clean appearance.

7. Auxiliary Assistance

A. In the event a carrier makes a request for auxiliary assistance, the supervisor will determine whether overtime or auxiliary 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 in the field.

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- B. 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.

8. Employee Services 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.

9. Seniority Rosters

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

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

10. Information To Be Furnished Union

The employer will furnish the union a copy of the new employee bulletin, posting and award bulletin, death bulletins and the monthly separation bulletin. Management agrees to furnish its supervisors adequate and pertinent information regarding employee supervision.

11. Request For Transfer From Station

See MOU M-01876 concerning eReassign dated 5/20/2020 or updated MOU.

12. 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 his designee, upon request of the carrier, shall also have the right

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and time to inspect the carrier's official personnel folder if accompanied by the carrier making the request.

13. 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 an 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.

14. 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 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.

15. 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.

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NOTES

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NOTES

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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.

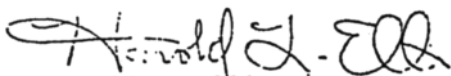
UNITED STATES POST OFFICE...

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&R.; 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


MAR 16 1989


Vernon Wade
President, NALC Branch 283

Date: _____

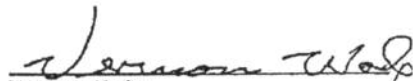
USE OF RADIOS

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

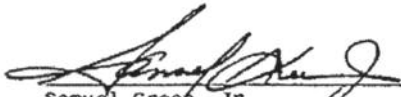
STEWARD ELECTIONS

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

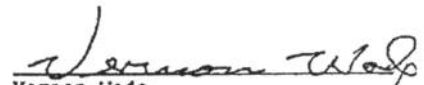
Date: _____

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



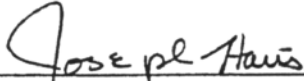
Vernon Wade
President, NALC Branch 283

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 NALC, BRANCH 283

GO-BACK LEAVE

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

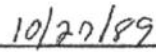
If the leave request is for "Go-Back" leave, the following procedure will be followed:

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.

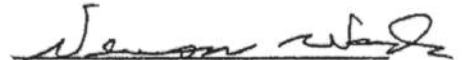
If, on the date in question, there are leave requests that have been previously disapproved, said requests for leave shall be considered, along with "Go Back" requests. All such requests for leave shall be considered and approved on a first come, first serve basis.



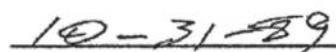
R. B. PITTS
GENERAL MANAGER/POSTMASTER



DATE:



VERNON WADE
PRESIDENT NALC #283



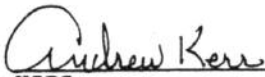
DATE:

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