

Schulenburg, Smithville, Weimar, Giddings

#### MEMORANDUM OF UNDERSTANDING

The matters set forth hereinafter are entered into pursuant to the Local Implementation Provisions of the nationally negotiated 2019–2023 National Agreement and constitutes a Memorandum of Understanding within the meaning of the 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, Branch 283, a Union signatory to the 2019–2023 National Agreement, constitutes an agreement on matters relating to the local conditions of employment in the installation of Schulenburg, Texas.

It is understood and agreed that there are no items to be impassed in this agreement. No changes were made to Items 1 thru 22.

It is understood and agreed that the above Items, as written, constitutes the Schulenburg Local Memorandum of Understanding.

#### DURATION

This agreement shall be in full force and effect until the expiration of the 2019–2023 National Working Agreement unless extended by agreement between the parties at the National level.

#### **ENFORCEMENT**

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

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Date:

Branch 283, Houston, Tx

5-11-2021 Date:

5-11-2021

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USPS/NALC 283 Schulenburg Local Memorandum of Understanding 2019–2023

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#### **ITEM 1: ADDITION OF LONGER WASH-UP TIME**

Section 1. When Letter Carriers perform dirty work or work with toxic materials the employee will be allowed reasonable wash up time.

#### **ITEM 2: WORK WEEKS**

Section 1. Choosing of stationary or rotating non-workday. The current rotation will continue until there are additional days needed. At that time management and the union will meet to discuss additional rotation days.

## **ITEM 3: CURTAILMENT OF POSTAL OPERATION**

The decision for curtailment or termination of Postal Operations to conform to the orders of local authorities, or as local conditions warrant because of emergency conditions, shall be made by the installation head. When the decision has been reached to curtail **Management** to the extent possible, will notify and seek the cooperation of local radio and television stations to inform employees. **Employees will contact the National USPS Hotline to receive instructions regarding where to report for duty in the event of an emergency.** 

#### **ITEM 4: FORMULATION OF LOCAL LEAVE PROGRAM**

Leave for the choice vacation period shall be applied for in the following manner: Beginning the first workday after December 1st, a vacation roster shall be circulated by seniority. After the roster has been completed once, it shall be circulated and the carriers shall once again sign in the desired time period. The roster shall be completed on no later than December 30th. Carriers will submit a PS Form 3971 for the choice leave upon signing the roster.

The completed vacation roster shall be kept in a safe place. However, a copy shall be placed on the official bulletin board. **Carriers will submit a PS Form 13 to rescind choice leave.** When leave listed on the completed roster comes open for any reason, it shall be posted for a period of five (5) days providing the leave is canceled at least seven (7) days in advance of the period to be canceled. Such leave shall be awarded on a first-come first-serve basis.

### **ITEM 5: DURATION OF THE CHOICE VACATION PERIOD**

Section 1. The choice vacation period will be the entire leave year and will begin with the first Monday of the leave year, with the following exceptions:

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A. The first and second full weeks of December.

## **ITEM 6: BEGINNING DAY OF VACATION**

Section 1. The leave week on the leave roster shall begin on Monday and end on Sunday.

# ITEM 7: EMPLOYEES OPTION OF THE CHOICE VACATION PERIOD

Section 1. Carriers shall select leave in one of the following choices at the carrier's option:

If 1st choice is:	2nd choice will be no more than:
3 consecutive weeks	0 weeks
2 consecutive weeks	1 week
1 week	2 consecutive weeks
0 week	3 consecutive weeks

After the regular carriers second choice, the CCA may schedule choice vacation.

Section 2. Carrier and CCA's may schedule choice vacation for no more time than what they have earned for the current year.

# **ITEM 8: JURY LEAVE & CONVENTION LEAVE**

Section 1. 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 the available remaining time on the roster.** In order to exercise this provision, the carrier must cancel the scheduled vacation time.

# ITEM 9: NUMBER OF CARRIERS TO RECEIVE LEAVE DURING CHOICE VACATION

Section 1. When requested 15% but not less than 1 carrier will be granted leave during the choice vacation period. Any leave scheduled on vacation roster counts as 1.

# **ITEM 10: OFFICIAL NOTICE OF VACATION SCHEDULE**

Section 1. Requests for choice vacation periods will be submitted using duplicate 3971's. A copy of the request will be returned to the employee indicating if the request was approved or denied. The official notice to each employee of the approved scheduled leave shall be the completed annual leave roster.

#### **ITEM 11: BEGINNING OF THE LEAVE YEAR**

Section 1. Each year no later than November 1st, the employer shall post a notice stating the beginning date of the new leave year. Such 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.

#### **ITEM 12: NON-CHOICE LEAVE PERIOD**

Section 1. Annual leave other than choice period (incidental leave) will run the entire year. During that time period, Letter Carriers may submit leave requests on PS Form 3971 for days not previously scheduled as choice leave. Such requests shall be approved on a first-come, first-serve basis. Request for non-choice period annual leave will be submitted on duplicate forms 3971. No earlier than sixty (60) days in advance and no later than 8:00 a.m. the Tuesday prior to the service week in which the annual leave is desired. Approval or denial of he request for annual leave will be given no later than the Wednesday preceding the service week for which the leave is requested. Requests may be approved or denied in whole or in part.

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

Section 1. The following method for selecting employees to work on a holiday or designated holiday shall be used:

- A. **PTF** carriers shall be utilized to the maximum extent possible. 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.
- B. CCA carriers shall be utilized to the maximum extent possible.
- C. Volunteers whose holiday or designated holiday is the day in question holiday shall be scheduled in by seniority.
- D. Volunteers whose non-scheduled day is the day in question will be scheduled in by seniority.
- E. Non-volunteers whose non-scheduled day is the day in question shall be scheduled in by juniority.
- F. Non-volunteers whose holiday or designated holiday is the day in question shall be scheduled in by juniority.

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## **ITEM 14: OVERTIME DESIRED LISTS**

Section 1. Overtime desired lists shall be by stations. The overtime list will be posted each quarter beginning the first quarter of the calendar year. Carriers must sign the list each quarter and be available when called.

# ITEM 15, 16 & 17: LIGHT DUTY ASSIGNMENTS

Section 1. Local Management will show consideration for letter carriers requesting temporary light duty assignments in accordance with Article 13 of the National Agreement. Letter Carriers shall be assigned light duty in their own section, whenever possible.

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 employee will first be assigned to any work on their bid assignment which does not violate their medical restrictions.

Where temporary light duty assignments are unavailable in sufficient number for regular work force employees, Management may reduce the hours of the carrier supplemental work force in order to reserve a sufficient number of light duty assignments.

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

# **ITEM 18: IDENTIFICATION OF SECTIONS**

A. Section 1 for the purpose of applying Article 12 of the National Agreement the Main Post office shall be considered a section. Any new Branches created within the installation shall be considered separate sections.

# **ITEM 19: ASSIGNMENT OF EMPLOYEE PARKING SPACES**

Section 1. Parking spaces in excess of USPS needs will be available on a first come first serve basis. When union officials visit the station they shall be provided parking free of charge.

#### **ITEM 20: LEAVE FOR UNION CONVENTIONS**

Each year during November, the Union shall notify the Postmaster of the dates of the National and State Association of Letter Carriers' Conventions. Such time will be blocked out of the vacation roster before that roster is passed. That time shall be reserved for use by elected delegates, officers, stewards and members (in that order) that wish to attend said conventions.

Those wishing to attend conventions will notify management no less than one week prior to the beginning of the convention week. If the full complement of carriers allowed to 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.

Annual leave approved to attend Union activities prior to the granting of choice vacation period will be counted in the percentage for item 9 of this memorandum.

If the union fails to notify the postmaster prior to December 1st, no dates will be blocked.

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

Posting of abolished assignments will be consistent with Article 41.3.0 of the National Agreement and Article 41.1.c.,4.

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

The posting for bid routes and full time duty assignments in the circumstances described immediately above shall be restricted to the affected delivery unit (section). This shall be an exception to the procedures for posting duty assignments provided in Article 41 of the national Agreement and in this Local Memorandum of Understanding.

#### **ITEM 22: SENIORITY REASSIGNMENTS AND POSTING**

Section 1. 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 notices shall be posted on the station bulletin board where notices to bid are normally posted.

The senior letter carrier that fits the physical qualifications of the assignment will be named successful bidder. Any new positions posted must describe the physical qualifications of the bidder.

The posted notice shall contain information about the assignment 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 in question. The carrier shall also have the option of giving the steward a letter authorizing the steward to bid for him/her.

Bids shall be made on the bid cards provided by the Postal Service unless the phone or computerized bid procedures 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. With in 10 days after the close of bidding a notice shall be posted announcing the successful bidder and the effective date of the new assignment.

#### **MEMORANDUM OF UNDERSTANDING**

The matters set forth hereinafter are entered into pursuant to the Local Implementation Provisions of the nationally negotiated 2019–2023 National Agreement and constitutes a Memorandum of Understanding within the meaning of the 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, Branch 283, a Union signatory to the 2019–2023 National Agreement, constitutes an agreement on matters relating to the local conditions of employment in the installation of Smithville, Texas.

It is understood and agreed that there are no items to be impassed in this agreement. No changes were made to Items 1 thru 22.

It is understood and agreed that the above Items, as written, constitutes the Smithville Local Memorandum of Understanding.

### **DURATION**

This agreement shall be in full force and effect until the expiration of the 2019–2023 National Working Agreement unless extended by agreement between the parties at the National level.

### ENFORCEMENT

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

**United States Post Service** 

National Association of Letter Carriers Branch 283, Houston, Tx

Date: 5-11-2021

Date:\_\_\_\_\_5-//-2021

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USPS/NALC 283 Smithville Local Memorandum of Understanding 2006–2011

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USPS/NALC 283 Smithville Local Memorandum of Understanding 2006–2011

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### **ITEM 1: ADDITION OF LONGER WASH UP PERIOD**

Section 1: Letter carriers will be given reasonable and necessary wash-up time as needed.

#### **ITEM 2: WORK WEEKS**

Section 1: The carriers will have stationary non-scheduled (NS) days. NS day will be awarded by seniority bid. As new regulars are promoted each one will be allowed to pick any day of the week not already held by a regular carrier. The NS days will be assigned to the carriers without regard to any change of routes. This will continue until a full brace of six assignments is created. If future growth creates more than one brace, the carriers will vote on rotating or fixed days off.

## **ITEM 3: CURTAILMENT OF POSTAL 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 THE LEAVE PROGRAM**

Section 1. Leave for the choice vacation period shall be applied for in the following manner: Beginning the first workday after December 1st, a vacation roster shall be circulated by seniority. The carriers shall sign the roster in the desired time period. After the roster has been completed once, it shall be circulated and the carriers shall once again sign in the desired time period. At this time CCAs will sign the roster for leave earned. The roster shall be completed no later than December 30th.

The complete vacation roster shall be kept in a safe place. However, a copy shall be placed on the official bulletin board. Another copy shall be given to the steward. When a carrier desires to take leave not previously signed for, the carrier shall submit a PS Form 3971. Such leave shall be granted on a first-come, first-serve basis with seniority breaking the tie of leave requests submitted on the same day.

When leave listed on the completed roster comes open for any reason, it shall be posted for a period of five (5) days providing the leave is cancelled at least seven (7) days on advance of the period to be cancelled. Such leave shall be awarded to the senior bidder.

### **ITEM 5: THE DURATION OF THE CHOICE PERIOD**

Section 1. The choice vacation period will be the entire calendar year. The new vacation year roster will begin with the Monday following the week that includes January 1. The roster will end with the Sunday following the vacation week that includes January 1.

#### **ITEM 6: BEGINNING DAY OF VACATION**

Section 1. The leave week on the leave roster shall begin on Monday and end on Sunday.

## ITEM 7: EMPLOYEES OPTION OF THE CHOICE VACATION PERIOD

Section 1. Each full-time and part-time carrier shall be given a first preference before any second preference. At this time CCA's will sign the leave roster.

#### **ITEM 8: JURY LEAVE AND CONVENTION LEAVE**

Section 1. 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 that time that is available. In order to exercise the provision, the carrier must cancel the scheduled vacation time.

## ITEM 9: NUMBER OF CARRIERS TO RECEIVE LEAVE DURING CHOICE VACATION

Section 1. Each week during the choice vacation period at least 14% of the letter carriers will be allowed annual leave but no less than one. 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.

## ITEM 10: ISSUE OF OFFICIAL NOTICE OF VACATION SCHEDULE

Section 1. The official notice of 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. Carriers will compete a from 3971 in duplicate after signing roster. Management will approve and return the approved copy to the carrier.

3971. Such leave shall be granted on a first-come, first-served basis with seniority breaking the time of leave requests submitted on the same day.

### **ITEM 11: BEGINNING OF THE LEAVE YEAR**

Section1. Each year on November 1st, the employer shall post a notice stating the beginning date of the new leave year. Such notice shall include the dates when the roster shall be circulated. Such notice shall be posted on the bulletin board where invitations to bids a re posted. A copy of the notice shall be given to the steward and one sent to the President of Local 283, NALC.

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

Section 1. The following method for selecting employees to work on a holiday or designated holiday shall be used:

- 1) PTF carriers shall be utilized to the maximum extent possible. 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 the case the volunteer shall be used, rather than PTF.
- 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) CCA Employees 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.

# **ITEM 14: OVERTIME DESIRED LIST**

Section1. Overtime desired lists shall be by crafts and sections.

# **ITEM 15: LIGHT DUTY ASSIGNMENTS**

Addressed in Item 17

# **ITEM 16: RESERVING LIGHT DUTY ASSIGNMENTS**

Addressed in Item 17

# **ITEM 17: IDENTIFICATION OF LIGHT DUTY ASSIGNMENTS**

Section 1. 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 within their restrictions. 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 or physicians and the ability of management to provide work suitable to the needs of the 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.

Where temporary light duty assignments are unavailable in sufficient number for regular work force employees, Management will reduce the hours of the supplement work force in order to reserve a sufficient number of light duty assignments. Permanent light duty shall be in accordance with Article 13 of the National Working Agreement.

# **ITEM 18: IDENTIFICATION OF SECTIONS**

For the purpose of administering 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:

Main Post Office

### **ITEM 19: THE ASSIGNMENT OF EMPLOYEE PARKING SPACES**

Section 1. The installation head shall make every reasonable effort to provide parking without charge fro all letter carriers. When union officials visit the stations they shall be provided with 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. Parking at Smithville Station will be on a first-come, first-serve basis.

## **ITEM 20: LEAVE FOR UNION CONVENTIONS**

Refer to Item 8.

# 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 for bids of routes and full time duty assignments in the circumstances described immediately above shall be restricted to the affected delivery unit (section). This shall be an exception to the procedures for posting duty assignments provided in Article 41 of the National Agreement and in this Local Memorandum of Understanding.

## 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:

# **ITEM 22: SENIORITY, REASSIGNMENTS AND POSTING**

Section 1. 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 limit for posting and awarding vacant assignments shall be set forth in the National Agreement.

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

Any letter carrier duties, or combination of duties, expected to be performed on a continuing basis and compromising eight hours work must be posted as a combination assignment, for bids by regular carriers. The senior letter carrier that fits the physical qualifications of the assignments will be named successful bidder. Any new positions posted must describe the physical qualifications of the bidder.

The posted notice shall contain information about the assignment 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 consideration on the assignment in questions. The carrier shall also have the option of giving the steward a letter authorizing the steward to bid for him/her.

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.

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USPS/NALC 283 Smithville Local Memorandum of Understanding 2019–2023

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#### **MEMORANDUM OF UNDERSTANDING**

The matters set forth hereinafter are entered into pursuant to the Local Implementation Provisions of the nationally negotiated 2019–2023 National Agreement and constitutes a Memorandum of Understanding within the meaning of the 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, Branch 283, a Union signatory to the 2019–2023 National Agreement, constitutes an agreement on matters relating to the local conditions of employment in the installation of Weimar, Texas.

It is understood and agreed that there are no items to be impassed in this agreement. No changes were made to Items 1 thru 22.

It is understood and agreed that the above Items, as written, constitutes the Weimar Local Memorandum of Understanding.

#### **DURATION**

This agreement shall be in full force and effect until the expiration of the 2019–2023 National Working Agreement unless extended by agreement between the parties at the National level.

### ENFORCEMENT

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

United States P

National Association of Letter Carriers Branch 283, Houston, Tx

5-11-2021

Date:

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USPS/NALC 283 Weimar Local Memorandum of Understanding 2019–2023

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USPS/NALC 283 Weimar Local Memorandum of Understanding 2019–2023

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#### **ITEM 1: ADDITION OF LONGER WASH UP PERIODS.**

When Letter Carriers perform dirty work or work with toxic materials the employee will be allowed reasonable wash up time.

### **ITEM 2: WORK WEEKS**

The current rotation will continue until there are additional days needed. At that time management and the union will meet to discuss additional rotation days.

### **ITEM 3: CURTAILMENT OF OPERATION**

The decision for curtailment or termination of Postal Operations to conform to the orders of local authorities, or as local conditions warrant because of emergency conditions shall be made by the installation head. When the decision has been reached to curtail, Postal Operations to the extent possible, management will notify and seek the cooperation of local radio and television stations to inform employees.

### **ITEM 4: FORMULATION OF THE LEAVE PROGRAM**

Leave for the choice vacation period shall be applied for in the following manner : Beginning the first work day after December 1st, a vacation roster shall be circulated by seniority. After the roster has been completed once, it shall be circulated and the carriers shall once again sign in the desired time period. The roster shall be completed no later than December 30th. After regular carriers second choice, CCAs will be able to sign vacation roster for scheduled earn leave accumulated.

The completed vacation roster shall be kept in a safe place. However, a copy shall be placed on the official bulletin board. Another copy shall be given to the steward upon request. When a carrier desires to take leave not previously signed for, that carrier shall submit a Form 3971. Such leave shall be granted on a first come, first-serve basis with seniority breaking the tie of leave request submitted on the same day.

When leave listed on the completed roster comes open for any reason, it shall be posted for a period of 5 days providing the leave is cancelled at least seven (7) days in advance of the period to be cancelled. Such leave shall be awarded to the senior bidder.

## **ITEM 5: THE DURATION OF THE CHOICE PERIOD**

The choice vacation year will begin with the week that includes the MLK Holiday. It will

continue uninterrupted until the end of the week that includes December 1. It will pick back up with the week that includes Christmas. It will end with the week that includes New Year Holiday. A carrier that takes the week of Christmas will not be allowed to take the week of New Year, or visa versa.

### **ITEM 6: BEGINNING DAY OF LEAVE WEEK**

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

### **ITEM 7: EMPLOYEES OPTION OF THE CHOICE VACATION PERIOD**

Carriers shall select leave in one of the choices at the carrier's option:

If 1st choice is:	2nd choice will be:	
3	0	
2	1	
1	2	
0	3	

### **ITEM 8: JURY 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 what time that is available. In order to exercise this provision, the carrier must cancel the scheduled vacation time.

# ITEM 9: NUMBER OF CARRIERS TO RECEIVE LEAVE DURING CHOICE VACATION

When requested, 15 % but no less than one carrier will be given leave at any time during choice vacation period .Any leave blocked on this scheduled vacation roster is considered "one".

### **ITEM 10: ISSUE OF OFFICIAL NOTICES OF VACATION**

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. Prior to leaving for vacation, the carrier will submit a completed PS Form 3971. When a carrier desires to take leave not previously signed for, that carrier shall submit a PS Form 3971 such leave shall be granted on a first-come, firstserve basis with seniority breaking tie of leave requests submitted on the same day.

### **ITEM 11: BEGINNING OF THE LEAVE YEAR.**

Each year no later than November 1st, the employer shall post a notice stating the beginning date of the new leave year. Such 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.

## ITEM 12: ANNUAL LEAVE DURING OTHER THAN THE CHOICE VACATION PERIOD

Request for non-choice period annual leave will be submitted on duplicate PS Form 3971's no earlier than 60 days in advance & no later than 8:00 a.m. the Tuesday prior to the service week in which the annual leave is desired. Approval or denial of the request for annual leave will be given no later than the Wednesday, preceding the service week for which the leave is requested.

## 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. 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.
- 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.

# **ITEM 14: OVERTIME DESIRED LIST**

Overtime desired list shall be by craft and sections (stations).

# **ITEM 15: LIGHT DUTY ASSIGNMENTS**

Local Management will show consideration for letter carriers requesting temporary light duty assignments in accordance with Article 13 of the National Agreement. Letter Carriers shall be assigned light duty in their own section, whenever possible.

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 the 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 employee will first be assigned to any work on their bid assignment which does not violate their medical restrictions.

Where temporary light duty assignments are unavailable in sufficient number for regular work force employees, management may reduce the hours of the carrier supplemental work force in order to reserve a sufficient number of light duty assignments.

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

# **ITEM 16: RESERVING LIGHT DUTY ASSIGNMENTS**

As addressed in Item 15

# **ITEM 17: IDENTIFICATION OF LIGHT DUTY ASSIGNMENTS**

As addressed in Item 15

### **ITEM 18: SECTIONS**

The Main Post Office shall be considered a section. Any new Branches created within the Installation shall be considered separate sections.

### **ITEM 19: THE ASSIGNMENT OF EMPLOYEE PARKING SPACES**

Parking spaces in excess of USPS needs will be available on a first come first serve basis. When Union Officials visit the station they shall be provided available parking free of charge.

## **ITEM 20: LEAVE FOR CONVENTIONS**

### **ITEM 21: SUPPLEMENTAL AGREEMENTS**

#### 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 for bids of routes and full time duty assignments in the circumstances described immediately above shall be restricted to the affected delivery unit (section). This shall be an exception to the procedures for posting duty assignments provided in Article 41 of the National Agreement and in this Local Memorandum of Understanding.

#### 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 carrier 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.

Carrier Technicians will not be worked outside their own brace in making the trade.

## **ITEM 22: SENIORITY, REASSIGNMENT, AND 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 assignment shall be as set forth in the National Agreement.

All vacancies within the installation will be posted within ten days of the beginning 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.

Any letter carrier duties, or combination of duties, expected to be performed on a continuing basis and comprising eight hours work must be posted as a combination assignment for bids by regular letter carriers. The senior letter carrier that fits the physical qualifications of the assignment will be named successful bidder. Any new positions posted must describe the physical qualifications of the bidder.

The posted notice shall contain information about the assignment 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 in 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 bid cards provided by the Postal Service unless phone or computerized bid procedures are available.

If bid cards are used, the section supervisor shall secure the bids in an envelope addressed to the Postmaster. The envelopes will be opened by a designated management 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 the 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 ten 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 Branch 283.

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USPS/NALC 283 Weimar Local Memorandum of Understanding 2019–2023

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### **MEMORANDUM OF UNDERSTANDING**

The matters set forth hereinafter are entered into pursuant to the Local Implementation Provisions of the nationally negotiated 2019–2023 National Agreement and constitutes a Memorandum of Understanding within the meaning of the 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, Branch 283, a Union signatory to the 2019–2023 National Agreement, constitutes an agreement on matters relating to the local conditions of employment in the installation of Columbus, Texas.

It is understood and agreed that there are no items to be impassed in this agreement. No changes were made to Items 1 thru 22.

It is understood and agreed that the above Items, as written, constitutes the Columbus Local Memorandum of Understanding.

### **DURATION**

This agreement shall be in full force and effect until the expiration of the 2019–2023 National Working Agreement unless extended by agreement between the parties at the National level.

### **ENFORCEMENT**

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

United States Post Service

National Association of Letter Carriers Branch 283, Houston, Tx

5-11-21 Date:\_

Date: 5-11-2021

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USPS/NALC 283 Columbus Local Memorandum of Understanding 2019–2023

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USPS/NALC 283 Columbus Local Memorandum of Understanding 2019–2023

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#### **ITEM 1: ADDITION OF LONGER WASH UP PERIODS**

When Letter Carriers perform dirty work or work with toxic materials the employee will be allowed reasonable wash up time.

### **ITEM 2: THE ESTABLISHMENT OF A REGULAR WORK WEEK**

The current rotation will continue until there are additional days needed. At that time management and the union will meet to discuss additional rotation days.

#### **ITEM 3: CURTAILMENT OF OPERATIONS**

The decision for curtailment or termination of Postal Operations to conform to the orders of local authorities, or as local conditions warrant because of emergency conditions shall be made by the installation head. When the decision has been reached to curtail, Postal Operations to the extent possible, management will notify and seek the cooperation of local radio and television stations to inform employees.

### **ITEM 4: FORMULATION OF LOCAL LEAVE PROGRAM**

Leave for the choice vacation period shall be applied for in the following manner : Beginning the first work day after December 1st, a vacation roster shall be circulated by seniority. After the roster has been completed once, it shall be circulated and the carriers shall once again sign in the desired time period. At this time, CCAs will be able to sign vacation roster for scheduled earn leave. The roster shall be completed no later than December 30th.

The completed vacation roster shall be kept in a safe place. However, a copy shall be placed on the official bulletin board. Another copy shall be given to the steward upon request. When a carrier desires to take leave not previously signed for, that carrier shall submit a PS Form 3971. Such leave shall be granted on a first come, first-serve basis with seniority breaking the tie of leave request submitted on the same day.

When leave listed on the completed roster comes open for any reason, it shall be posted for a period of five (5) days providing the leave is cancelled at least seven (7) days in advance of the period to be cancelled. Such leave shall be awarded to the senior bidder.

### **ITEM 5: THE DURATION OF THE CHOICE PERIOD**

Section 1. The choice vacation year will be the entire calendar year. Schedule vacation roster will run from January 1st through the last full week of November not to include and days in December.

### **ITEM 6: BEGINNING DAY OF LEAVE WEEK**

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

## **ITEM 7: EMPLOYEES OPTION OF THE CHOICE VACATION PERIOD**

By seniority each employee will sign for two selections during the choice vacation period in units of five or ten days.

### **ITEM 8: JURY 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 what time that is available. In order to exercise this provision, the carrier must cancel the scheduled vacation time.

If a carrier in Columbus is elected to delegate, the union will notify the Postmaster prior to December 1st. At that time, the week(s) of the convention will be blocked for use by the delegate on the vacation roster. The delegate will get two (2) vacation choices on the roster in addition to the "blocked" time.

# ITEM 9: NUMBER OF CARRIERS TO RECEIVE LEAVE DURING CHOICE VACATION

Section 1. When requested, 16% of the employees will be granted leave in accordance with Item 4 of the Memorandum.

The 16% will include OWCP of two (2) weeks or more, extended Sick Leave of two (2) weeks or more, military leave and annual leave. When applying the 16% requirement any fraction of .50 will be rounded to the next number and any fraction less than .50 will be rounded to the next lower number.

# **ITEM 10: ISSUE OF OFFICIAL NOTICES OF VACATION**

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 will be given to the chief steward. Prior to leaving for vacation, the Carrier will submit a completed PS Form 3971.

#### **ITEM 11: BEGINNING OF THE LEAVE YEAR**

Section 1. Each year no later than November 1st, the employer shall post a notice stating the beginning date of the new leave year. Such 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.

## ITEM 12: ANNUAL LEAVE DURING OTHER THAN THE CHOICE VACATION PERIOD

Section 1. Request for non-choice period annual leave will be submitted on duplicate 3971's no earlier than 60 days in advance & no later than 8:00 a.m. the Tuesday prior to the service week in which the annual leave is desired. Approval or denial of the request for annual leave will be given no later than the Wednesday, preceding the service week for which the leave is requested.

# 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:

- A. PTFs shall be utilized to the maximum extent possible. 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.
- B. Volunteers whose holiday or designated holiday is the day in question shall be scheduled by seniority.
- C. Volunteers whose non-scheduled day is the day in question will be scheduled by seniority.
- D. CCA employees shall be utilized to the maximum extent possible.

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- E. Non-volunteers whose non-scheduled day is the day in question shall be scheduled in by juniority.
- F. Non-volunteers whose holiday or designated holiday is the day in question shall be scheduled in by juniority.

# **ITEM 14: OVERTIME DESIRED LIST**

Section 1. Overtime desired list shall be by craft and sections (stations).

# ITEM 15, 16 & 17: LIGHT DUTY ASSIGNMENTS

Section 1. Local Management will show consideration for letter carriers requesting temporary light duty assignments in accordance with Article 13 of the National Agreement. Letter Carriers shall be assigned light duty in their own section, whenever possible.

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 the 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 employee will first be assigned to any work on their bid assignment which does not violate their medical restrictions.

Where temporary light duty assignments are unavailable in sufficient number for regular work force employees, management may reduce the hours of the carrier supplemental work force in order to reserve a sufficient number of light duty assignments.

Permanent light duty shall be in accordance with Article 13 of the National Agreement. Any letter carrier's duties or combination of duties, expected to be performed on a continuing basis and compromising eight hours work must be posted as a combination assignment for bids by regular letter carriers. The senior letter carrier that fits the physical qualifications of the assignment will be named successful bidder. Any new positions posted must describe the physical qualifications of the bidder.

# **ITEM 18: IDENTIFICATION OF SECTIONS**

The Main Post Office shall be considered a section. Any new Branches created within the Installation shall be considered separate sections.

# **ITEM 19: ASSIGNMENT OF EMPLOYEE PARKING SPACES**

Section 1. Parking spaces in excess of USPS needs will be available on a first come first serve basis. When Union Officials visit the station they shall be provided available parking free of charge.

#### **ITEM 20: LEAVE FOR UNION CONVENTIONS**

Each year during November, the Union shall notify the Postmaster of the dates of the National and State Association of Letter Carriers conventions. Such time will be blocked out on the vacation roster before that roster is passed. That time shall be reserved for use by elected delegates, officers, stewards and members (in that order) that wish to attend said conventions.

Those wishing to attend conventions will notify management no less than one week prior to the beginning of the convention week. If the full complement of carriers allowed to 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 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) 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.

### **ITEM 22: SENIORITY, REASSIGNMENT, AND 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 assignment shall be as set forth in the National Agreement.

All vacancies within the installation will be posted within ten (10) days.All notices shall be posted on the station bulletin board where notices to bid are normally posted.

Any letter carrier duties, or combination of duties, expected to be performed on a continuing basis and comprising eight hours work must be posted as a combination

assignment for bids by regular letter carriers. The senior letter carrier that fits the physical qualifications of the assignment will be named successful bidder. Any new positions posted must describe the physical qualifications of the bidder.

The posted notice shall contain information about the assignment 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 in 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 bid cards provided by the Postal Service unless phone or computerized bid procedures are available.

If bid cards are used, the section supervisor shall secure the bids in an envelope addressed to the Postmaster. The envelopes will be opened by a designated management 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 the 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 ten 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 Branch 283.

### **MEMORANDUM OF UNDERSTANDING**

The matters set forth hereinafter are entered into pursuant to the Local Implementation Provisions of the nationally negotiated 2019–2023 National Agreement and constitutes a Memorandum of Understanding within the meaning of the 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, Branch 283, a Union signatory to the 2019–2023 National Agreement, constitutes an agreement on matters relating to the local conditions of employment in the installation of Giddings, Texas.

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

It is understood and agreed that the above Items, as written, constitutes the Giddings Local Memorandum of Understanding. Items 1, 2, 4 thru 22 are all agreed upon as written.

### **DURATION**

This agreement shall be in full force and effect until the expiration of the 2019–2023 National Working Agreement unless extended by agreement between the parties at the National level.

### ENFORCEMENT

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

United States

5-4-2021

National Association of Letter Carriers Branch 283, Houston, Tx

Date: <u>5-4-202/</u>

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USPS/NALC 283 Giddings Local Memorandum of Understanding 2019–2023

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# USPS/NALC 283 Giddings Local Memorandum of Understanding 2019–2023

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#### **ITEM 1: ADDITION OF LONGER WASH-UP TIME**

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 minutes will be allowed for each of the above cited situations. Said times 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: WORK WEEKS**

The current rotation will continue until there are additional days needed. At that time, management and the union will meet to determine rotation day.

### **ITEM 3: CURTAILMENT OF POSTAL 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 safety of letter carriers. Reasons for the termination of Postal operations include, but are not limited to those situations listed below:

- 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 regular 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 left without power shall remain closed until adequate lights and temperature control is provided. Any station 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**

### Leave for the choice vacation period shall be applied for in the following manner:

Beginning the first workday after December 1st, a vacation roster shall be circulated by seniority. The carriers shall sign the roster in the desired time period. After the roster has been competed once, it shall be circulated and the carriers shall once again sign in the desired time period. After regular carriers second choice, CCAs will be able to sign the roster for scheduled earned leave accumulated. The roster shall be completed no later than December 30th.

The completed vacation roster shall be kept in a safe place. However, a copy shall be placed on the official bulletin board. Another copy shall be given to the steward. When a carrier desires to take leave not previously signed for, that carrier shall submit a PS Form 3971. Such leave shall be granted on a first come, first serve basis with seniority breaking the tie of leave requests submitted on the same day.

When leave listed on the completed roster comes open for any reason, it shall be posted for a period of five (5) days providing the leave is cancelled at least seven (7) days in advance of the period to be cancelled. Such leave shall be awarded to the senior bidder.

# **ITEM 5: THE DURATION OF THE CHOICE VACATION PERIOD**

Section 1. The choice vacation period will be the entire leave year and will begin with the first Monday of the leave year, with the following exceptions:

- A. The second and third full weeks of December.
- B. The second full week of January.

### **ITEM 6: BEGINNING DAY OF VACATION**

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

### **ITEM 7: EMPLOYEES OPTION OF CHOICE VACATION PERIOD**

Each full-time and part-time carrier shall be given a first preference before any second preference is granted. At this time CCAs shall be given the opportunity to sign for choice vacation. First choice shall be colored blue or black and second choice to be red.

### **ITEM 8: JURY LEAVE & CONVENTION 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 that time that is available. In order to exercise this provision, the carrier must cancel the scheduled vacation-time.

<u>Section 2:</u> Each year during November, the Union shall notify the Postmaster of the dates of the National and State Association of Letter Carrier's conventions. Such time will be blocked out on the vacation roster before that roster is passed. That time shall be reserved for use by elected delegates, officers, stewards and members (in that order) that wish to attend said conventions. Those wishing to attend 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 posting shall be for two (2) days on the official bulletin board. The successful bidder will be determined by seniority of those bidding.

# ITEM 9: NUMBER OF CARRIERS TO RECEIVE LEAVE DURING CHOICE VACATION

Each week during the choice vacation period at least 16% of the letter carriers will be allowed annual leave but no less than one. In applying the 16%, 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.

### **ITEM 10: OFFICIAL NOTICE OF THE VACATION SCHEDULE**

The official notice to each employee of his approved vacation schedule will 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.

When a carrier desires to take leave not previously signed for, that carrier shall submit a PS Form 3971. Such leave shall be granted on a first come, first served basis with seniority breaking time of leave requests submitted on the same day.

# **ITEM 11: BEGINNING OF THE LEAVE YEAR**

Each year on November 1st, the employer shall post a notice stating the beginning date of the new leave year. Such notice shall include dates when the roster will be circulated.

Such notice shall be posted on the bulletin board where invitations to bid are posted. A copy of the notice shall b e given to the steward and one sent to the President of the Local 283, NALC.

# **ITEM 12: NON-CHOICE PERIOD LEAVE**

During that time not designated as choice period, Letter Carriers may submit request for leave on PS Form 3971. Such requests shall be approved on a first come, firsts serve basis. If more than one request is submitted on the same date, the tie breaker will be seniority. When the request is made prior to the posting of the next week's schedule, the request will be approved or disapproved at the time the schedule is posted. If a request is made after the posting of the schedule, then the request will be approved or disapproved within 24 hours of receipt.

# ITEM 13: METHOD OF SELECTING EMPLOYEES TO WORK ON HOLIDAY

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

- A. PTF carriers shall be utilized to the maximum extent possible. An exception will be made here if a PTF expresses a desire to be off on a day in question and if a holiday volunteer is available. In that case the volunteer shall be used rather than a PTF.
- B. Volunteers whose holiday or designated holiday is the day in question shall be scheduled by seniority.

- C. Volunteers whose non-scheduled day is the day in question will be scheduled by seniority.
- D. CCA employees shall be utilized to the maximum extent possible.
- E. Non-volunteers whose non-scheduled day is the day in question shall be scheduled in by juniority.
- F. Non-volunteers whose holiday or designated holiday is the day in question shall be scheduled in by juniority.

# **ITEM 14: OVERTIME DESIRED LISTS**

Overtime desired lists shall be by crafts and sections.

### **ITEM 15: LIGHT DUTY ASSIGNMENTS**

Local management shall give consideration for letter carriers requesting temporary light duty assignment 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 will be furnished eight hours of 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 the individuals concerned. Alight duty assignment will be considered to consist of any duties which a carrier can perform without detriment to their coworkers or danger to themselves or others and which does not aggravate the illness or injury from which the employee recovering. The light duty employees will first be assigned to any work on their bid assignment which does not violate their medical restrictions.

Where temporary light duty assignments are unavailable in sufficient number for regular work force employees, management will reduce the hours of the supplement work force in order to reserve a sufficient number of light duty assignments.

Permanent light duty shall be in accordance with Article 13 of the National Working Agreement. Any letter carrier duties, or combination of duties, expected to be performed on a continuing basis and comprising eight hours work must be posted as a combination assignment for bids by regular letter carriers. The senior letter carrier that fits the physical

qualifications of the assignment will be named successful bidder. Any new positions posted must describe the physical qualifications of the bidder.

### **ITEM 16: RESERVING LIGHT DUTY ASSIGNMENTS**

As addressed in Item 15.

### **ITEM 17: IDENTIFICATION OF LIGHT DUTY ASSIGNMENTS**

As addressed in item 15.

### **ITEM 18: IDENTIFICATION OF SECTIONS**

For the purpose of administering the overtime desired list, vacation planning, identifying sections for reassignment and posting, the following sections and any new post offices, branches, and sections in which letter carriers are employed are recognized.

A. Main Post Office

### **ITEM 19: 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 with 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.

### **ITEM 20: LEAVE FOR UNION CONVENTIONS**

Each year during November, the Union shall notify the Postmaster of the dates of the National and State Association of Letter Carriers conventions. Such time will be blocked out on the vacation roster before that roster is passed. That time shall be reserved for use by elected delegates, officers, stewards and members (in that order) that wish to attend said conventions.

Those wishing to attend conventions will notify management no less than one week prior to the beginning of the convention week. If the full complement of carriers allowed to 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 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 abolishes shall be posted for bid in accordance with the posting procedures in this article.

The posting for bid routes and full time duty assignments in the circumstances described immediately above shall be restricted to the affected delivery unit (section). This shall be an exception to the procedures for posting duty assignments provided in Article 41 of the National Agreement and in this Local Memorandum of Understanding.

#### 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 the following conditions are met:

- 1) The sole purpose of the trade must be to allow the regular carrier 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.

### **ITEM 22: SENIORITY, REASSIGNMENTS AND 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 set forth in the National Agreement.

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

Any letter carrier duties or combination of duties, expected to be performed on a continuing basis and comprising eight hours work must be posted as a combination assignment, for bids by regular carriers. The senior letter carrier that fits the physical qualifications of the assignment will be named the successful bidder. Any new positions posted must describe the physical qualifications of the bidder.

If a carrier is to be away from a 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 consideration on the assignment in question. The carrier shall also have the option of giving the steward a letter authorizing the steward to bid for him/ her.

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 envelope 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 envelope will be opened. The President of the 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 ten (10) days after the close of bidding, a notice shall be posted announcing the successful bidder and the effective date of the new assignment.

### **Miscellaneous:**

- A. 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.
- B. Safety and 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 the 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 exchanges 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 agenda 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 of 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 or assistance is approved or whether the mail is to be curtailed. If the determination is made for curtailment, the carrier should be notified in ample time to prevent casing the mail that is curtailed. If the decision is made to grant auxiliary assistance, the carrier should be notified before he pulls down the 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 the 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 agree 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. (*The Union will agree to delete this if a copy of the final report can be obtained provided that report abolishes this committee with no replacement committee*).

### **Seniority Rosters**

Updated letter carrier craft seniority rosters will be posted where bids are posted in all section each July and January with numerical sequencing noted on the roster. The President of NALC 283, will be furnished a copy and the chief steward will be furnished a copy.

### 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 separations bulletin (if any). Management agrees to furnish its supervisors adequate and pertinent information regarding employee supervision.

### **Requests for Transfer from Station**

Whenever a part time flexible employee desires a reassignment to another carrier section, they will submit their request in writing to the postmaster. If the request is denied, the employee will be furnished a reason for the denial.

#### **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 the 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 of the 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.

#### **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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