

2019 - 2023

**LOCAL MEMORANDUM OF
UNDERSTANDING (LMOU)
BETWEEN
NALC ALAMO BRANCH 421
AND
U. S. POSTAL SERVICE**



ARTICLE 1

UNION RECOGNITION

SECTION 1

The agreements reached herein through negotiations between Management and Branch 421 are entered into to supplement the National Agreement of **2019-2023** and constitute a Memorandum of Understanding between the San Antonio, Texas, Post Office (herein called Management or Employer) and the following labor organization, the National Association of Letter Carriers, AFL-CIO Branch 421, (herein called Union or Branch 421) on local personnel policies and practices and local terms and conditions of employment.

SECTION 2

This Memorandum of Understanding covers all employees of the following merged post offices: Beeville, Boerne, Carrizo Springs, Converse, Cotulla, Crystal City, Devine, Eagle Pass, Floresville, Hondo, Jourdanton, Karnes City, Kenedy, Nixon, Pearsall, Pleasanton, San Marcos, Schertz, Seguin, Universal City, Uvalde, Yoakum, Texas Post Office installations and facilities for which the National Association of Letter Carriers, AFL-CIO, has been recognized as the national exclusive bargaining representative at the national level with respect to wages, hours of employment and other terms and conditions of employment unless otherwise superseded by terms of the National Agreement of **2019-2023**.

Any existing Memorandum of Understanding at these District San Antonio Merged Post Offices listed above is superseded by this Memorandum of Understanding.

Both parties recognize that there are unresolved items at national level that may have to be negotiated locally at a later specified time/date.

ARTICLE 8

HOURS OF WORK

SECTION 1

When the need arises for overtime in the current quarter, letter carriers will be selected from the "Overtime Desired" list by Stations, Branches, and Merged Post Offices. (1991):

- a. To assure that each carrier is given equitable opportunities to work overtime, each station, branch, or merged post office will establish and maintain an "Overtime Desired" list. This list will be kept current, posted, available, and updated weekly. (2017)
- b. The "Overtime Desired" list will be broken down into the following categories by columns:
 - 1) 12-hour "Overtime Desired" list.
Auxiliary assistance, pivoting, non-scheduled day (SDO), etc., a column will be kept of carriers who have volunteered for overtime up to 12 hours. (1991)
 - 2) 10-hour "Overtime Desired" list.
Auxiliary assistance, pivoting, non-scheduled day (SDO), etc., a column will be kept of carriers who have volunteered for overtime up to 10 hours. (1991)
 - 3) Work assignment.
Full time regular letter carriers on the "Work Assignment" overtime are available up to 12 hours per regular scheduled days on their regular work assignment. (1991)
- c. Employees who sign the "Overtime Desired" list are considered volunteers and will be required to work overtime when directed by their supervisor. (1988)
- d. Any employee on the "Overtime Desired" list who decides to withdraw his/her name from the "Overtime desired" list must give 24 hours advance written notice to his/her supervisor. The employee is excluded from the "Overtime Desired" list for the remainder of that quarter. (1991)

SECTION 2

Guidelines for assuring equitable distribution of overtime at all work units.

- a. Carriers fall into a group with same scheduled day off (SDO) on a rotating basis. Often this group is referred to as a string. Thus, any given carrier will fall into one string or another. For the purpose of equitability of any quarter, the O/T hours

worked and offered but declined will be matched only among the carriers within their own string who sign the ODL. (1991)

b. A chart will be kept at each station, branch, and associate office of those carriers who are on the 10Hr/12 Hr "Overtime Desired" list. Overtime hours worked, opportunities offered (hours) and declined, and opportunities where the carrier is not available will be recorded on the chart. Any overtime worked outside his/her unit will not be included in the equitability of that unit's overtime chart. Overtime hours will be tracked in the following color-coded manner: (1991)

1) In black ink for hours worked. (1991)

2) In red ink for opportunities offered but declined and easy off taken. Easy off taken will be computed by authorized overtime hours worked, to find the average hours declined. (1996)

3) In green ink, if the carrier is unavailable to accept or decline. (1996)

c. Realizing that it is not always possible to maintain equitability, every effort will be made to maintain equitability among carrier overtime hours/opportunities. (1991)

d. In the event of a transfer between units, a carrier on the "Overtime Desired" list may transfer his/her overtime eligibility at the new unit with an amount of hours equal to the average amount of hours of those carriers who are on the current list. (1996)

e. No transferring carrier may enter the current "Overtime Desired" list at a new unit who was not previously on the "Overtime Desired" list for the current period at his/her old unit. (1991)

f. The following abbreviations shall be used on the overtime tracking chart:

AL	annual leave
CL	court leave
D	overtime declined
EO	easy off taken
FM	family medical leave act/maternity leave
ML	military leave
SL	sick leave
NA	not available

g. Equitability is defined as 9 (nine) hours for this agreement. (1996)

It is agreed that the overtime chart, the **Hours Analysis Report as amended by the TACS and DOIS reporting system), and the overtime-desired list are the official overtime tracking documents. (2018)

SECTION 3

If the voluntary "Overtime Desired" list does not provide sufficient qualified people, qualified full-time regular employees not on the list may be required to work overtime on a rotating basis with the first assignment going to the junior employee. (1991)

SECTION 4 ROTATION WORK CYCLE

- a. It is agreed that the NALC shall select the method on non-scheduled workday assignments for the installation. The method shall be made known to Management not later than January 15 of each year. When a Carrier Technician position is made up of a combination of routes at more than one unit, the non-scheduled workday method will be used at the base unit. Carrier Technician, reserve and unassigned carriers will be scheduled off according to the system selected at the unit to which they are basically assigned. (1996)
- b. Merged post offices with four (4) regular routes or less may have the option of selecting fixed day off versus rotating days. This option may when exercised shall be by written mutual agreement between the Merged Post Office Postmaster/Designee and the NALC Branch 421 President/Designee. (1996)
- c. The non-scheduled workday shall rotate so that, the carrier can have the benefit of periodic weekend time off. The method will be progressive weekly. (1978)
- d. Full time regular Letter Carriers who are called in to work on their own route on their non-scheduled day, can bump their utility or Carrier Technician, who then bump a reserve, unassigned or part time flexible carrier holding a temporary bid assignment on one of the other four (4) routes on the utility or Carrier Technician string. However, there is no bumping by the Carrier Technician if there is an open route on the string or by anyone when the route has been open for an hour from its scheduled reporting time. (1981)
- e. Regular Collection Routes and Business Parcel Post Routes are to have a fixed non-scheduled workday. (1973)

SECTION 5

When Form 3996 (Carrier Auxiliary Control) is properly executed and submitted, the supervisor shall normally notify the carrier within a reasonable amount of time before he/she pulls down, whether or not overtime or auxiliary assistance is approved. (1991)

SECTION 6

Saturday is a workday like any other scheduled workday in a six-day work week. (1991)

SECTION 7

All mail shall be worked as determined by management. The supervisor shall be responsible for the determination of what mail shall be worked and when the carrier shall leave for his/her route. (1991)

SECTION 8

No mail will be curtailed after it has been worked to the letter carrier and cased except in an emergency. All mail curtailed will be reported in writing on a Curtailed Slip (Form 1571) or as agreed at the National level. Management will issue PS Form 1571 on curtailed mail. The respective letter carrier will complete the form. (1991)

ARTICLE 10

LEAVE

A. SCHEDULED ANNUAL LEAVE

SECTION 1

Posting of the choice vacation periods shall be by office wide seniority within each station, branch, or merged post office(s), and will start on November 1st and be completed prior to the end of business on January 15 of each year. Letter Carriers employees may pass up choice vacation periods and choose vacant periods from January through December. (2017)

SECTION 2

All leave forms must be completed by the employee and submitted to the supervisor. (1991) The PS Form 3971 for choice vacation period must be filled out duplicate and have the supervisor's signature. One copy will be given to the letter carrier. No incomplete leave form shall be turned in, signed by the employee to be completed later by the supervisor. (1996)

SECTION 3

No letter carrier will be called back to work while on scheduled annual leave until the "Overtime Desired" list has been exhausted and all other efforts to cover vacant routes commensurate with adequate service to the public has been expended. (1975)

SECTION 4

Vacation periods shall begin on Monday and end on Sunday. (1972)

SECTION 5

The Installation Head/Designee will meet with the Union President/Designee before November 1st each year and determine the number of letter carriers granted annual leave weekly during the choice period by the maximum number of weeks necessary to grant each carrier leave that he/she is eligible for during the choice period in accordance with the annual leave provisions agreed upon at the National level.

SECTION 6

Choice vacation periods shall be the first full week of April through the week of Labor Day, and the third week of November through the first full week in January of the New Year.

All letter carriers (to include full-time carriers (FTRs), part-time regular carriers (PTRs), part-time flexible carriers (PTFs) and city carrier assistants (CCA's) will be granted annual leave for choice vacation periods in accordance with the National Agreement.

- a. Ten percent (10%) of all carriers (FTRs, PTRs, PTFs and CCAs) will be allowed annual leave, beginning the first full week of April through the week of Labor Day and the third week of November through the first full week in January of the New Year.
- b. During the full week prior to and the full week of Christmas, three percent (3%) of all carriers (FTRs, PTRs, PTFs and CCAs) will be allowed annual leave.
- c. During June, July, and August, fourteen percent (14%) of all carriers (FTRs, PTRs, PTFs and CCAs) will be allowed annual leave.
- d. Ten percent (10%) of all carriers (FTRs, PTRs, PTFs and CCAs) will be allowed annual leave during the non-choice period.
- e. A fraction of .5 or more will be rounded up to the nearest whole carrier.

NOTE: The full week prior to and the full week of Christmas will be December 18 through December 31 in 2021, December 17 through December 30 in 2022. In the merged post offices, a variance in the established percentage must be agreed upon by the unit steward of NALC Branch 421 and the Postmaster. (2021)

SECTION 7

The employee may at his/her option request two selections during the choice period(s) in increments of either 5 or 10 working days, the total not to exceed the ten (10) or fifteen (15) to which he/she may be entitled. If two selections are made, the first is during the first selection period, and the second is during the second selection period. (2018)

SECTION 8

The employee may have one (1) selection during the choice period and shall have his/her first choice through the entire roster, and then have his/her second choice during the second selection period. No one is to have a second choice until the junior carrier in seniority has a chance for his/her first choice. (1973)

SECTION 9

Non-choice vacation periods shall be AWARDED by office wide seniority within each station, branch, or merged post office. All annual leave for each employee in excess of 440 hours must be scheduled by January 15 (Hot Leave). Hot leave may or may not be granted during the month of December. The determination will be according to the needs of the service. (2017)

SECTION 10

Any letter carrier can bid on the vacated leave posted. The letter carriers will notify management and the steward when they relinquish vacation slots. The NALC President Branch 421 or his/designee, and the supervisor will re-post the vacation slot in the affected station, branch or associate office on the bulletin board and the time clock, as soon as vacated. New openings shall be posted for bid one week or as they become available. Scheduled leave can be vacated only if submitted in writing at least fourteen (14) days or more in advance of the beginning of the scheduled annual leave. The request to cancel leave must be made in writing at least fourteen (14) days prior to the beginning of said leave period with a copy to the NALC steward. A letter carrier who bids to another unit retains his/her assigned choice vacation and does not constitute a vacation period vacancy at his/her previous station, branch, or merged post office. LWOP will be granted in accordance with ELM 514.22 and 512.43 provisions (contingent upon CCA's being added to leave provisions). (2018)

The posted leave will be awarded by seniority to the carrier junior to the carrier relinquishing his/her annual leave. If there are no bids by junior carriers, then the bid(s) will revert to seniority. (1991)

SECTION 11

When a carrier transfers to another station or branch, he/she will maintain his/her awarded first and second choice vacation periods. This includes any scheduled hot leave. This provision shall be applicable to CCA's only if and when they are included in vacation planning. (2018)

SECTION 12

When a carrier is ordered for military duty during the choice vacation period at the beginning of the leave year, the employee (reservist) has the responsibility to inform management of his/her scheduled active military training. This training period will not be counted as part of the percentage of employees off. He/she shall be entitled to his/her assigned first choice vacation period. (1991)

SECTION 13

An employee who is called for jury duty during his/her scheduled choice vacation period will be eligible for another available period provided this does not deprive any other employee of his/her first choice for scheduled leave. (1991)

SECTION 14

An employee will be granted annual leave or leave without pay (LWOP) at the election of the employee to attend National, State, or Regional Union Conventions (Assemblies) provided that a request for leave has been submitted by the employee to management and provided that approval of such leave does not seriously adversely affect the service needs of the installation. This provision shall be applicable to CCA's only if and when they are included in vacation planning. (2018)

- a. The President/Branch 421 or his/her designee will notify the Installation Head no later than November 1st of the National and State Convention delegates. The Installation Head will in turn notify the respective stations. (2017)
- b. If the requested leave falls within the choice vacation period and if the request is submitted prior to the determination of the choice vacation period schedule, it will be granted prior to making commitments for vacation during the choice period and will be considered part of the total choice plan for the installation, unless agreed to the contrary at the local level. Where the specific delegates to the convention (assembly) have not yet been determined, upon the request of the Union the employer will make provisions for leave for those delegates prior to making commitments for vacations. (1975)
- c. If the requested leave falls within the choice vacation period and the request is submitted after the determination of the choice vacation period schedule, the employer will make every reasonable effort to grant such request, consistent with service needs. (1975)

SECTION 15

Carriers who are hospitalized (in or outpatient) while on annual leave during his / her scheduled choice vacation period will be eligible for another available period provided this does not deprive any other employee of his / her first choice for scheduled leave. (1996)

B. INCIDENTAL LEAVE

SECTION 1

- a. Substantiated emergency leave shall have priority over daily annual leave. (1972)
- b. Requests for incidental leave will be submitted by the employee, including CCA's, in duplicate, no later than 3-days prior to day of leave, to the immediate supervisor on P.S. Form 3971. To acknowledge receipt, the supervisor will initial, and date supervisor notified block on PS Form 3971 and return duplicate to employee. Upon approval by management leave will be granted on a first come first serve basis. In all other situations, leave requests will be approved/disapproved within 72 hours from receipt by the supervisor (excluding Sundays and holidays). Example: Annual leave will be granted/denied by close of business Wednesday if request is submitted by 9 am Monday. Failure by the supervisor to respond to the leave request within 72 hours will constitute approval of the leave request(s). (2018)

SECTION 2

When it is possible to grant annual leave on a day-to-day basis, all unit supervisors shall give priority consideration to employees who request and sign the "Easy-Off" list, on a first come,

first served basis, and seniority shall not apply. The entry must be made on the day the leave is desired. (1975)

SECTION 3

An employee's request to attend Union activities, such as training meetings, etc., will be given annual leave provided the request for leave is submitted by the Union or employee ten (10) days or as soon as practicable prior to the period of leave requested, and provided the approval of such leave does not have an adverse effect on the service level of the installation. (1973)

SECTION 4

An officer, steward, or designee of the Union will be granted annual leave or leave without pay at the election of the employee to attend Union business provided that a request for leave has been submitted by the employee to management as soon as practicable and provided that approval of such leave does not seriously adversely affect the service of the installation. (1987)

SECTION 5

An employee shall be granted eight (8) hours annual leave on his/her birthday or first scheduled workday thereafter provided he/she notifies the supervisor no later than two weeks prior to his/her birthday. (1987)

SECTION 6

An employee at his/her discretion shall be granted annual leave in case of the death of a family member as defined in the National Memorandum on Bereavement Leave. (2017)

ARTICLE 11

HOLIDAYS

Management shall determine the number and category of employees needed for holiday work and for days designated as a holiday. Management shall schedule employees in the following priority order with a notice calling for volunteers for each category of employees to be posted for five (5) days by management prior to the Tuesday preceding the service week in which the holiday falls:

- A. Part-time flexible employees, even if the payment of overtime is required.
- B. Full-time and part-time regulars who have volunteered to work on the holiday or designated holiday by seniority.
- C. Full-time and part-time regulars who have volunteered to work on their scheduled day off (SDO) by seniority.
- D. City Carrier Assistant volunteers by relative standing to the maximum extent possible, even if the payment of overtime is required.
- E. City Carrier Assistant non-volunteers by inverse relative standing to the maximum extent possible, even if the payment of overtime is required.
- F. Full-time and part-time regulars who have not volunteered on their non-scheduled day by juniority.
- G. Full-time and part-time regulars who have not volunteered on their holiday or designated holiday by juniority. (2021)

ARTICLE 12

REASSIGNMENTS AND POSTING

SECTION 1

Reassignment within the installation of employees excess to the needs of a section shall be administered in accordance with the provisions of Article 12, Section 5.C.(4), of the National Agreement. Branch 421 will be notified in writing seven (7) days in advance, before assignments take place.

- a. Regular employees, excess to the needs of a section, starting with that employee who is junior in the same craft or occupational group and in the same level assigned in that section, shall be reassigned outside the section but within the same craft and occupational group. They shall retain their seniority and may bid on any existing vacancies for which they are eligible to bid. If they do not bid, they may be assigned in any vacant duty assignment for which there was no senior bidder in the same craft and installation. Their preference is to be considered if more than one such assignment is available. (1991)
- b. Such reassigned regular employee retains the right to retreat to the section from which withdrawn only upon the occurrence of the first residual vacancy in his/her level after employees in the section have completed bidding. Such bidding in the section is limited to employees in the same salary level as the vacancy. Failure to bid for the first available vacancy will end such retreat right. The right to retreat to the section is optional with the employee who has retreat rights with respect to a vacancy in a lower salary level. Failure to exercise the option does not terminate the retreat rights in the salary, which he/she was reassigned away from the section. (1991)
 1. Carrier assignments within a station, branch or merged post office shall be considered a separate section. (1991)
 2. Detached Mail Units shall be considered a separate section. (1991)
 3. All regular collection and/or parcel post routes shall be considered a separate section. (1988)
- c. The duty assignment vacated by the reassignment of the junior full-time employee from the section shall be posted for bid to the full-time employees in the section. If there are no bids, the junior remaining unassigned full-time employee in the section shall be assigned to the vacancy. (1991)

SECTION 2

Whenever an unassigned or part time flexible employee requests a reassignment to another carrier station to fill a vacant position or by mutual trade with another carrier, he/she will submit his/her request in writing to the installation Head or his/her designee. Reassignment requests will remain valid until the end of the calendar year, after which a new written request must be made. (1987)

SECTION 3

When more than 50 percent of a route's territory is to be transferred, the Carrier who originally was serving that territory shall at his/her discretion continue serving the area of his/her choice. (1972)

ARTICLE 13

ASSIGNMENT OF ILL OR INJURED REGULAR WORKFORCE EMPLOYEES

SECTION 1

In accommodation of temporary or permanent light duty assignments for the Letter Carrier Craft, the Installation Head/Designee shall consult with the Branch President, or his/her designee. (1991)

SECTION 2

Every effort shall be made to reassign the concerned employee within his/her present craft or occupational group, even if such assignment reduces the number of hours of work for the supplemental work force. After all efforts are exhausted in this area, the Installation Head/Designee has the authority to assign light duty within other crafts, in accordance with Article 13, of the National Agreement. (1991)

SECTION 3

The following constitute duties that a letter carrier may perform in a light duty status, but are not limited to: (1991)

1. Casing of mail on an employee's own route/string, or routes not covered on a day-to-day basis, on vacant routes, and on auxiliary routes*; and (1991)
2. Curb delivery routes (for employees who are assigned to a park and loop); and (1991)
3. Making case labels when necessitated for service reasons, and any other duties of carrier. (1975)
4. Light duty assignments will cover the entire city. (1991)

*Casing of mail on one's own route/string while in a light duty status would "Bump" or terminate a hold down assignment on that route or string. (1991)

ARTICLE 14

SAFETY AND HEALTH

SECTION 1

A joint Labor Management Safety and Health committee shall be established as provided in Article 14 of the National Agreement. The president of Branch 421 or his/her designee shall serve as a committee member. Branch 421 and the Employer endorse and actively support the rules and regulations for promoting safety and health. (1972)

SECTION 2

No vehicle shall be placed into service or permitted to be operated unless it is in a safe condition. The supervisor will verify as to the safe or unsafe condition of the vehicle. If it is determined that the vehicle is unsafe, another vehicle shall be assigned to the employee until it is determined that the vehicle has been declared in a safe condition. No employee should be required to work with unsafe equipment or in unsafe conditions. However, in the interest of delivering mail, it is important that the employee immediately advises the supervisor of an unsafe working condition, and the supervisor will assume responsibility in having the reported unsafe condition corrected. (1972)

SECTION 3

No supervisor shall require an employee to drive an unsafe vehicle. Carriers are required to report to their immediate supervisor any unsafe conditions of their vehicle. Timely repair shall be made to any defect or defective part that renders the vehicle unsafe, and each newly repaired vehicle should be carefully examined or tested to its complete safety. (1972)

SECTION 4

Carriers will be responsible for the daily inspection and tagging of vehicles for defects and Vehicle Services will be responsible for repair of reported defects. (1972)

SECTION 5

Regularly scheduled safety meetings for letter carriers shall be held by station, branch, merged post office supervisors on the clock at least once a week. These meetings should be conducted on a day that would least disrupt the timely processing of mail delivery. (1972)

SECTION 6

Although it is very difficult to be sure that the same vehicles are assigned to the same route each day, this should be done as often as possible. (1991)

SECTION 7

Management is responsible for the maintenance of workroom floors, drinking fountains, swing rooms, lavatories, and carrier's cases, and for insuring that there is adequate light, heat, and ventilation in all units. All employees are responsible for good housekeeping and shall report any infractions to management. At least once a year an inspection on all heating and air conditioning in the unit should be performed. (1972)

SECTION 8

No letter carrier shall deliver mail where dogs or other animals interfere with delivery. A letter carrier's safety shall supersede any other consideration. No letter carrier shall be required to enter any premises or perform any duty, which he/she sincerely believes might result in bodily harm. Any condition which does not permit the safe delivery of mail shall be reported to management immediately upon the letter carriers' return to the office. (1972)

SECTION 9

All leased and postal vehicles shall be cleaned inside once a month and outside twice a month. Management shall be notified of vehicles that are dirty and shall see to it that the cleaning is done. (1991)

SECTION 10

In the event a letter carrier has an on-the-job injury, management will notify the steward of record on the same day provided that the steward is still available, if not then as soon as possible upon his/her return. (1996)

ARTICLE 16

DISCIPLINE PROCEDURE

SECTION 1

Upon receipt of a customer's signed complaint against a letter carrier or such substantiated complaint as has been received by telephone message, his/her immediate supervisor shall discuss the matter informally with the carrier. Depending upon the nature or seriousness of the complaint, after it has been discussed with the carrier, the carrier may at his/her option request that a Steward be present and submit a grievance if he/she feels there are grounds for one. Supervisors shall use the utmost discretion in handling anonymous complaints to ensure no employee is unjustly accused. No disciplinary action will be taken against an employee on unsupported basis of any anonymous complaint. (1972).

SECTION 2

When an employee's efficiency is questioned by management, before he/she is issued any disciplinary action, which would be a cause for removal, the employee will be afforded appropriate training with regard to the deficiency. (1972)

SECTION 3

A letter carrier shall, upon request, have the right to inspect his/her Official Personnel Folder (OPF). The Branch President/designee shall have the right at any time to inspect a carrier's Official Personnel Folder with appropriate written or verbal consent of the carrier. (1972)

SECTION 4

A letter carrier shall be notified in writing when any letters of disciplinary action are placed in his/her Official Personnel Folder. Said letter carrier shall also receive a copy of the materials referred to in this section. (1972)

ARTICLE 17

REPRESENTATION, ORGANIZATIONS RIGHTS, COMMUNICATIONS

SECTION 1

A copy of letters, posted notices, or communications issued by the employer to its employees and/or the Letter Carrier Craft shall be furnished to the President and Secretary of Branch 421 prior to or at the time of issuance, provided they are matters which concern the letter carrier. (1972).

SECTION 2

When it is necessary for a steward to leave his/her work area to investigate and adjust grievances he/she shall request permission from his/her immediate supervisor and such request shall not be unreasonably denied. In the event his/her duties require he/she leave his/her work area and enter another area within the installation or post office, he/she must also receive permission from the supervisor of the other area he/she wishes to enter, and such request shall not be unreasonably denied. (1972)

SECTION 3

The steward or chief steward may request and shall obtain access through the appropriate supervisor to review the documents, files, and other records necessary for processing a grievance, and shall have the right to interview the aggrieved employee, supervisors, and witnesses during working hours. Such request shall not be unreasonably denied. (1972)

SECTION 4

While serving as a steward or chief steward, an employee may not be involuntarily transferred to another shift or to another facility unless there is no job for which he/she is qualified on his/her shift or in his/her facility, provided that this paragraph shall not apply to rural carriers. (1973).

SECTION 5

The installation head shall meet with appropriate representatives of Branch 421 as may be mutually agreed upon. One Branch representative will be on the clock. Meetings may be changed by mutual agreement only. Emergency meetings may be scheduled on a bilateral basis. (1987)

SECTION 6

Branch 421 is entitled to one representative on the clock of its own choosing at Local Labor-Management meetings. The total number of representatives of the Branch shall be seven (7).

No more than one (1) representative from each station will attend these meetings, except those stations represented by the President of Branch 421, Recording Secretary, or their designees. (1987)

SECTION 7

It is agreed that the President of Branch 421 or his/her designee and the Postmaster or his/her designee shall exchange agenda items for discussion at the meetings at least 72 hours before the scheduled meeting. Items not placed on the agenda may be discussed by mutual consent of the parties. (1987)

SECTION 8

Any Branch officer may use a post office telephone with the supervisor's permission. (1987)

SECTION 9

The Postmaster and/or his/her staff will inform Branch 421 prior to the designation of employees to all local committees. The President of Branch 421 shall designate letter carrier members of these committees. Committee meetings shall be held on the clock. (1972)

SECTION 10

The personnel section shall include one copy of their notifications of bid assignments of employees or termination of employees (personnel copy), and this copy shall be sent to the President of Branch 421 at the same mailing. (1972)

SECTION 11

Stewards and supervisors shall cooperate to the fullest extent in furthering the good of the service as well as the employee's welfare by keeping employees currently informed of their rights and any changes in policy or procedure through weekly meetings other than the safety meeting. These meetings should be conducted on a day that would least interrupt the timely processing of mail. (1972)

SECTION 12

The representatives of Branch 421 shall have the right to use the public address system in the carrier unit(s). Taped messages can be played on the system(s) before the window(s) open for customer service. (1972)

ARTICLE 20

Refer to the language in the National Agreement Article 20. (1996)

ARTICLE 30

LOCAL IMPLEMENTATION

SECTION 1

A Certified Carrier Trainer will conduct the training of a new carrier. (2007)

SECTION 2

Any official printed notice including, but not limited to Postal, Regional, or local bulletins or Memoranda which have a direct bearing on letter carriers shall be posted on all official bulletin boards upon receipt. (1991)

SECTION 3

When a postmaster or supervisor receives substantial evidence of loitering or other action or lack of action by one or more employees, he/she will discuss with the individual at the first opportunity and shall follow up unannounced observations per M-39. Management has the responsibility for observing driving practices of all employees authorized to drive motor vehicles on official business as spelled out in the appropriate handbooks. (1991)

SECTION 4

Guidelines that warrant the curtailment of Postal Operations shall be adhered to as follows:

- A. No letter carrier shall be required to deliver or collect mail during flood, or in a hurricane, or a thunderstorm, or a tornado in his/her territory. As soon as the adverse weather condition is over, he/she shall continue on his/her route to deliver mail. The carrier shall notify the supervisor of any mail that cannot be delivered. (1972)
- B. No letter carrier shall be required to deliver or collect mail while sleet or hail is actually falling. As soon as the adverse weather condition is over, he/she shall proceed on his/her assignment, if time is available. He/she shall advise the supervisor on duty of mail which he/she could not deliver or collect. (1972)
- C. Curtailment of Postal Operations: It is recognized by both parties that on occasion, emergency conditions may exist which would encourage the Postmaster or his/her designee to reduce the level of service. In cases of such emergency conditions, the Postmaster or his/her designee will, prior to deciding to reduce level of service, take into consideration such factors as:
 1. The degree of emergency as stated by and acted upon by responsible government authorities.

2. Public notice of occurrences such as road closings, being advised by the media not to venture out unless it is an emergency, and reaction from customers to the emergency shall be given the greatest consideration prior to making any decision.
3. The accessibility of postal operations and its customers to the employer and employee, and the safety and health of its employees.
4. The Postmaster or his/her designee shall notify the Branch President of his/her decision and plan of implementation prior to taking action to reduce the level of service.

SECTION 5

At every station there is some means available in the morning for carriers to have coffee or other refreshment and this is generally allowed prior to or after their casing has been completed or in between the time that they are casing their mail. This is generally a work unit action, and all contribute to the cost of the refreshment. Management feels that this is sufficient breaks for letter carriers during the day since no limit has been set and it could be up to such time as is necessary to partake of the refreshments. (1996)

SECTION 6

Where there is no suitable place to take a comfort stop on the route, for necessary personal relief, a letter carrier shall have the right to travel outside his/her route for that purpose provided that such travel outside of his/her route has been clearly advised to management. It should be at the closest suitable place available. (1991)

SECTION 7

When there is no suitable place for a carrier to eat lunch within the route and this matter has been discussed with the carrier's station manager, the carrier may be given permission to travel outside the route to a place where suitable accommodations are available for the carrier to eat a hot meal. Such travel time is part of the allotted time of the lunch break. (1972)

SECTION 8

Supervisors shall not require nor permit employees to work off the clock. (1991)

SECTION 9

Wash Up Time. There are occasions when additional wash up time is required due to the carriers handling unusually soiled and torn articles. Reasonable time spent shall be permitted as required. (1991)

SECTION 10

Management shall continue to be aware of the safety of the employee and to this end anytime any employees are performing extremely fatiguing duties, which require them to have a rest break, the supervisor shall see to it that they are given such breaks. (1991)

SECTION 11

Branch 421 chooses to apply the provisions of Article 41 section 3. (0.) for the life of this Agreement: (1991)

“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 adjustment, highways, 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 assignment(s) was abolished shall be posted for bid in accordance with the posting procedures in this Article.”

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

NOTE: When an X-Route is abolished, the full-time carrier, who was the successful bidder, to that X-Route will become an unassigned regular. However, no implementation of Article 41.3.0 will occur. The carrier then has 30 days to use his/her seniority to bid on any vacancy within his/her bidding area. (1996)

SECTION 12

The word "emergency" as defined in this Memorandum is understood to mean: "An unforeseen circumstance or combination of circumstances which calls for immediate action in a situation which is not expected to be of a recurring nature. (1991)

SECTION 13

After a Carrier signs, dates, and submits a PS Form 991 to his/her supervisor, that supervisor shall provide the President, Branch 421 or, his/her designee the following minimum information from the form: (1991)

- a. The employee's name, the position applied for, and the date of signature. (1991)
- b. This information shall be provided within three (3) working days of the date of the employee's signature on the form. (1991)

SECTION 14 POSTING

A. Bidding for vacant letter carrier assignments will be restricted to letter carriers of the Installation in which the vacancy occurs with seniority as the determining factor. This will not be construed to take away from the provisions of Article 12 of the **2019-2023** National Agreement, nor the March 16, (Bidding) M-00752) 1987 Memorandum (H1N-NA-C 119). **(2017)**

B. In instances where several assignments are posted the letter carrier may bid for as many assignments as are posted, stating his/her preference in the following manner: 1st choice, 2nd choice, 3rd choice, 4th choice, 5th choice and so forth. (1991)

C. Letter carriers applying for an assignment shall submit a bid in writing, or by other accepted means to the Postmaster or his/her designee(s) not later than midnight on the closing date. The postmark will be the determining factor of timely receipt of mailed in bids. (If there is no postmark, and the bid is received after the closing date, the bid is considered untimely). (1996)

SECTION 15 SENIORITY

An updated seniority roster listing all carriers in order of seniority in the Installation shall be posted in all sections annually. NALC Branch 421 will be furnished two (2) copies of each publication. Correction lists will be furnished each six (6) months. (1991)

**DURATION OF
LOCAL MEMORANDUM OF UNDERSTANDING**

SECTION 1


The National Agreement, together with the Local Memorandum of Understanding constitutes the entire agreement between the parties and expresses all the rights and obligations of the parties. The parties acknowledge that each had the opportunity to make demands and proposals with respect to all collective bargaining subjects. Each party agrees that for the life of this National Agreement and Local Memorandum of Understanding, the other party shall not be obligated to bargain with respect to any subject not covered in the National Agreement or in the Local Memorandum of Understanding.

SECTION 2

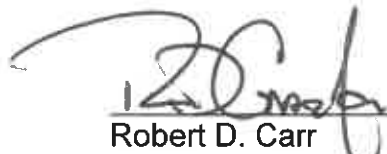
Should any part or provision contained herein be rendered or declared invalid for any reason (existing or subsequently enacted legislation or by a court of jurisdiction) such invalidation of any part of this Local Memorandum of Understanding shall not invalidate the remaining provisions of the Local Memorandum of Understanding and shall remain in full force and effect.

SECTION 3

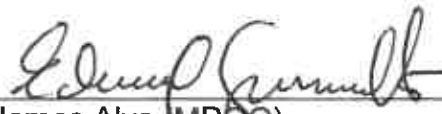
This Memorandum of Understanding is entered into on August 24, 2021 at San Antonio, Texas between the representatives of the United States Postal Service and the designated agent of Branch 421, NALC Union, pursuant to the local implementation provisions of the 2019-2023 National Agreement. This Memorandum shall be in effect on August 24, 2021 and shall remain in full force and effect up to and including 12:00 midnight, May 20, 2023.



Richard Gould 8/24/2021
Date
President, NALC Alamo Branch 421



Robert D. Carr 24 Aug 2021
Date
Postmaster, San Antonio



FOR James Alva (MPO) 08-24-2021
Date
Representative for the Area Offices (AO's)

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNITED STATES POSTAL SERVICE
AND THE NATIONAL ASSOCIATION OF LETTER CARRIERS
AFL-CIO
Re: Special Count and Inspection - City Delivery Routes**

The United States Postal Service and the National Association of Letter Carriers, AFL-CIO, agree that it is in the best interest of the Postal Service for letter carrier routes to be in proper adjustment.

Therefore, where the regular carrier has requested a special mail count and inspection, and the criteria set forth in Part 271g of the Methods Handbook, M-39, have been met, such inspection must be completed within four weeks of the request, and shall not be delayed. If the results of the inspection indicate the route is to be adjusted, such adjustment must be placed in effect within 52 calendar days of the completion of the mail count in accordance with Section 211.3 of the M-39 Methods Handbook. Exceptions may be granted by a Division General Manager only when warranted by valid operational circumstances, substantiated by a detailed written statement, which shall be submitted to the local union within seven days of the grant of the exception. The union shall then have the right to appeal the granting of the exception directly to Step 3 of the grievance procedure within 14 days.

Date: July 21, 1987

**MEMORANDUM OF UNDERSTANDING
BETWEEN
UNITED STATES POSTAL SERVICE
AND
NATIONAL ASSOCIATION OF LETTER CARRIERS, BRANCH 421**

In a continuing effort to create a better labor climate and in the spirit of good labor-management relations, this Memorandum of understanding is entered into by the parties for the purpose of informing employees of postal regulations and policies.

Additionally, it is agreed that the provisions in this Memorandum of Understanding are non-negotiable pursuant to the National Agreement Article 30 and that this Memorandum is a separate instrument from the Local Memorandum of Understanding.

SECTION 1 - MISCELLANEOUS LEAVE PROVISIONS

- a. Any change of vacation period among Carriers shall not be made until after consultation between the President Branch 421/Designee and the Respective Area Managers (City Operations)/Installation Manager (Associate Office). However, after being notified any Carrier at the unit may oppose, by placing his/her seniority between the two Carriers making the exchange. (1987)
- b. No employees shall be called back to work overtime while on annual leave.
- c. Employees may be excused for that period of time deemed reasonably to cover any absence from regular tours of duty to make voluntary blood donations, without remuneration, to a Red Cross, community, or other nonprofit medical facility to process the blood donation. The time allowed shall in no instance exceed 8 hours. This leave must be granted for absence from the regular tour during the basic work week and only on the date of the blood donation. This leave will not be charged to annual leave.
- d. If an employee is injured while on duty or becomes ill while on duty and the injury or illness, can be treated so that the employee can return to his/her duties in the same work shift, then the absence shall be excused without charge to annual or sick leave. While on his/her regular tour, the employee shall not be required to clock out when he/she leaves the place of duty for first aid examination or treatment to the designated post office doctor/clinic. (1991)

SECTION 2 - SICK LEAVE

- a. For periods of illness of three working days or less Management may accept the certification of the employee as the reason for such absence.
- b. Medical documentation or other acceptable evidence of incapacity for work is required only when the employee is on restricted sick leave or when the supervisor deems documentation desirable for the protection of the interests of the Postal Service.
- c. Supervisors or installation heads who have evidence indicating that an employee is abusing sick leave privileges may place an employee on the restricted sick leave list.

- d. When the reason for an employee's sick leave is of such a nature as to raise justifiable doubt concerning the employee's ability to satisfactorily and/or safely perform duties, a fitness-for-duty medical examination is requested through appropriate authority. A complete report of the facts, medical and otherwise, should support the request.
- e. Employees becoming ill while on annual leave may have leave changed to sick leave upon request.

SECTION 3

Normally, no letter carrier will deliver mail after 5:00 PM Local Standard Time. (1991)

SECTION 4 -- RETREAT RIGHTS (SUPER-SENIORITY)

When an employee is exercising retreat rights under the provision of the National Agreement, Article 12 Section 5.C.4.C. the employee shall have "Super Seniority" city-wide, but not over the station from which he was excessed.

SECTION 5

To ensure proper training for Part Time Flexible (PTF) carriers management will rotate PTF work assignments on a periodic basis whenever possible. This will not preclude Part Time Flexibles (PTFs) from opting on work assignments for five (5) days duration or more.

SECTION 6


An employee on the rolls may request in writing any disciplinary notice or decision letter be removed from the employee's official personnel folder after two years if there has been no disciplinary action initiated against the employee in that two- year period.

SECTION 7


Employees are responsible for initiating action in writing, through their immediate supervisor, to remove from their records any record of adverse action, disciplinary actions, or other records so maintained in accordance with UMPS resolutions and/or grievance/arbitration decisions at the time limits specified in such resolutions.

SECTION 8

Rest Breaks are governed by Arbitration Award SIN—3U-C 38906, 38907 dated May 31, 1987.


 Jesse Durazo
 Field Division General Manager/Postmaster

12-2-91
 Date


 Joe Flores
 President, Branch 421 NALC

12-2-91
 Date