LOCAL MEMORANDUM OF UNDERSTANDING

National Association of Letter Carriers Connecticut Merged Branch 20

United States Postal Service Moosup, CT





This Local Memorandum of Understanding is entered into on November 14, 2017 pursuant to the local implementation provisions of the 2016 - 2019 National Agreement.

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CT Merged Branch 20

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Local Memorandum of Understanding between USPS - Moosup, CT and NALC - Connecticut Merged Branch 20

1. Wash-up periods.

Any employee required to perform dirty work or work involving the use of toxic material, will be granted a reasonable amount of wash-up time.

2. The establishment of a regular work week of five days with either fixed or rotating days off.

The regular work week shall consist of five (5) days with fixed non-work day.

3. Guidelines for the curtailment or termination of postal operations to conform to orders of local authorities or as local conditions warrant because of emergency conditions.

It is recognized by both parties that on occasion, emergency conditions may exist which would encourage the employer to consider the curtailment of mail.

In cases of such emergency conditions, the employer will, prior to making a decision whether or not to curtail mail, take into consideration such factors as:

- a. The safety and health of its employees;
- b. The degree of emergency as stated by, and acted upon, by responsible governmental authorities:

Prior to taking action to curtail the mail, the employer will notify the designated representative of the Union in the office of its decision and plan of implementation.

4. Formulation of local leave program.

The following applies to both choice and non-choice vacation periods.

- A. Except in an extreme emergency, no carrier will be called to work during his/her annual leave period, including their non-scheduled day.
- B. No exchanges of annual leave periods between carriers will be allowed.
- C. In order for a carrier to revert his/her chosen annual leave period, the supervisor and the Br. 20 steward must be notified in writing, a minimum of 10 calendar days in advance. Any reverted period(s), that has the maximum number of carriers allowed off, will be immediately posted for a period of 4 working days. All carriers junior to the carrier reverting their leave shall be eligible to bid for the leave period.

The following applies to the choice vacation period.

- A. The choice vacation schedule bidding will begin by February 1st of each year. Assignment of vacation period will be by installation seniority.
- B. Procedure for selection of annual leave period(s):
- 1. All carriers, including City Carrier Assistant Employees will have 1 week to look over the vacation calendar before the senior person can start making his/her selection.
- 2. Every 3 days 1 carrier will be approached by seniority to select their choice vacation period. The carrier will fill out form 3971 in duplicate and the supervisor will sign, date and immediately return a copy to the carrier. The carrier's name will then be placed on the vacation calendar.

3. Annual leave will be granted in terms of full weeks during the initial choice selection process. Remaining days or weeks may then be filled on a first come first served basis with a minimum of 48 hours advance notice.

If during the first-come, first served period more than one carrier select the exact same day(s) or week(s) of A/L on the same date senority will prevail.

The following applies to the non-choice vacation period.

A minimum of 1 carrier, including CCAs, who request at least 24 hours in advance will be granted 8 hours annual leave on any day outside the choice vacation period.

5. The duration of the choice vacation period(s).

The choice vacation period will be from the second full week in May through the last full week of September.

6. The determination of the beginning day of an employee's vacation period.

The basic week for leave purposes will be Monday through Sunday.

7. Whether employees, at their option, may request two selections during the choice vacation period, in units of either 5 or 10 days.

An employee, at his/her option, may request two selections during the choice vacation period, in units of either 5 or 10 days. The total is not to exceed the 10 or 15 days to which he/she is entitled on their initial bid.

8. Whether jury duty and attendance at National or State Conventions shall be charged to the choice vacation period.

A. Jury duty and military leave will not be charged to the number allowed off in the choice vacation period.

9. Determination of the maximum number of employees who shall receive leave each week during the choice vacation period.

A. The minimum number of carrier(s) who will be eligible to receive annual leave each week during the choice vacation period will be one (1) letter carrier.

10. The issuance of official notices to each employee of the vacation schedule approved for such employee.

All 3971 forms submitted for annual leave must be completed in duplicate and handed to the supervisor. He/she will sign, date and immediately return a copy to the carrier. The supervisor's marking of the approved bid week(s) on the posted vacation schedule shall constitute official notice of approval.

11. Determination of the date and means of notifying employees of the beginning of the new leave year.

Management shall post on the official office bulletin board the beginning date of the new leave year no later than November 1st. A copy of the notice will be given to the Br. 20 steward for posting on the carrier bulletin board also.

12. The procedures for submission of applications for annual leave during other than the choice vacation period.

A. Carriers requesting annual leave outside the choice vacation period must submit form 3971 time stamped and in duplicate.

B. Management will reply indicating approval or disapproval a minimum of 10 calendar

days prior to requested leave date(s).

C. Requests for annual leave made less than 10 calendar days prior to date wanted will be answered within 48 hours.

D. A copy of form 3971 will be returned to the carrier at the time the leave is officially approved or disapproved. Non-return of form 3971 in the required time period shall not be construed as approval of the requested leave period(s).

13. The method of selecting employees to work on a holiday.

The following sequence will be followed when scheduling employees to work on a holiday or designated holiday, provided that such scheduling produces a work force which meets the operating skill requirements of the holiday or designated holiday:

A. All full-time regular employees who volunteer to work either their holiday or their non-scheduled day shall be combined into a single group, ranked in seniority order and selected in seniority order.

- B. All City Carrier Assistant Employees (CCA); then all Holiday Carrier Assistant Employees to the maximum extent possible.
- C. All full-time regular employees who did not volunteer to work their non-scheduled day, in inverse seniority order;
- D. All full-time regular employees who did not volunteer to work their holiday, in inverse seniority order.

14. Whether "Overtime Desired" lists in Article 8 shall be by section and/or tour.

An overtime desired list shall be established for the entire installation.

15. The number of light duty assignments within each craft or occupational group to be reserved for temporary or permanent light duty assignment.

Temporary or permanent light duty assignments will be developed on an as needed basis by the union and management working together to implement the provisions of the National Agreement, Article 13.

16. The method to be used in reserving light duty assignments so that no regularly assigned member of the regular work force will be adversely affected.

Light duty assignments will be created as needed from the existing work duties, within the individual carriers limitations, without reserving specific assignments. Therefore the regular work force employees will not be adversely affected.

17. The identification of assignments that are to be considered light duty within each craft represented in the office.

Within the carrier craft, the following will be considered light duty assignments if the carrier is able to perform them:

- A. Casing own route;
- B. Assisting other routes by setting up mail;
- C. Relabeling carrier cases;
- D. Updating forms 3982;
- E. Auxiliary routes;
- F. Delivery of Special and Express mail.

Any duties which the ill or injured employe may be able to perform without hazard to his/her health. Management will assign light duty assignments to any letter carrier capable of performing such duty.

18. The identification of assignments comprising a section, when it is proposed to reassign within an installation employees excess to the needs of a section.

For purposes of this provision, when it is proposed to reassign excess employees, excessing and reassignment shall be by installation.

19. The assignment of employee parking spaces.

A. Available carrier parking spaces will be allotted to carriers by seniority.

20. The determination as to whether annual leave to attend Union activities requested prior to determination of the choice vacation schedule is to be part of the total choice vacation plan.

Annual leave to attend union activities requested prior to determination of the choice vacation plan shall not be part of the total choice vacation plan.

21. Those other items which are subject to local negotiations as provided in the craft provisions of this Agreement.

Starting Time Change:

A letter carrier's route or full-time duty assignment will not be posted when there is a change in the starting time of 1 hour or more.

22. Local implementation of this Agreement relating to seniority, reassignments and posting.

Article O:

The following provision is made part of this local agreement, provided, however, that Br. 20 may, on a one-time basis, during the life of this Agreement, elect to delete the provision from its local agreement:

"When a letter carrier route or full-time duty assignment, other than the letter carrier route(s) or full-time duty assignment(s) of the junior employee(s), is abolished at a delivery unit as a result of, but not limited to, route adjustments, highway, housing projects, all routes and full-time duty assignments at that unit held by letter carriers who are junior to the carrier(s) whose route(s) or full-time duty assignment(s) was abolished shall be posted for bid in accordance with the posting procedures in this Article."

Posting Notices:

A copy of all posted notices affecting the letter carrier craft will be sent to the President and steward of Br. 20.

Bidding procedures:

A. Bidding for vacant assignments will be restricted to letter carriers of the installation in which the vacancy occurs, with seniority the determining factor.

B. Letter carriers bidding for an assignment shall make a written sealed bid, to be handed to the carrier supervisor, during the bid period. The Br. 20 President, or designee shall be present at the opening of all bids.

C. In instances where several assignments are posted for bid, a carrier may bid for as many assignments as are posted, indicating their preferences in the following manner: First choice - second choice - third choice - etc.

Article 41 Bidding Procedure:

A. Management shall, 1 week prior to the posting date of the work schedule, post all anticipated, vacant, full-time craft duty assignments with the expected duration of 5 days or more. The posting shall include the expected duration, the non-scheduled day and the work hours of the assignment.

- B. Management shall inquire as to the preference of each employee 48 hours prior to the posting of the schedule and award the assignment to the senior eligible employee who indicates a preference.
- C. When an assignment(s) becomes available upon less than 1 week's notice, management shall inquire as to the preference of each employee and award the assignment to the senior eligible employee who indicates a preference.
- D. The senior eligible carrier who selected an available duty assignment shall be placed in that assignment immediately upon it becoming vacant and shall remain on that assignment for its duration.

Overtime:

A carrier may withdraw his/her name from the overtime desired list(s) at any time by informing their supervisor, in writing 24 hours in advance. A copy of the withdrawal will be provided the union by management.

When the regular route carrier is called in on his/her non-scheduled work day to work his/her own route, he/she will bump the utility carrier to one of the other routes in his/her string. To enable the utility carrier to achieve the essence of his/her bid assignment, he/she will be allowed to displace an employee who has opted to cover an assignment under the provisions of Article 41, 3. O as long as such route is one of the utility carrier's string of routes and if none of the other routes in the string are available.

Route Adjustments:

When a carrier's assignment is changed during the readjustment of his/her assignment within a delivery unit, and as a result of the change 51% (street time) of such assignment is left intact, the regular carrier may remain on the roue which includes 51% or more of their original assignment.

