

LOCAL MEMORANDUM OF UNDERSTANDING

**National Association of Letter Carriers
Connecticut Merged Branch 20**

**United States Postal Service
Torrington, CT**



This Local Memorandum of Understanding is entered into on November 14, 2107 pursuant to the local implementation provisions of the 2016 - 2019 National Agreement.

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Table of Contents

<u>ITEM</u>	<u>PAGE</u>
1. Wash-up periods	1
2. The establishment of a regular work week	1
3. Guidelines for curtailment of postal operations	1
4. Formulation of local leave program	1
5. Duration of the choice vacation period(s)	2
6. The beginning day of an employee's vacation period	2
7. Number of selections during the choice vacation period	2
8. Jury duty and attendance at National or State conventions	2
9. Number of employees off during the choice vacation period	2
10. The issuance of official notices for vacation schedules	2
11. Date and means of notifying employees of new leave year	2
12. Procedures for submission of non-choice vacation period	2
13. Method of selecting employees to work on a holiday	2
14. How overtime desired lists in Art. 8 shall be posted	4
15. Assignments reserved for light duty assignment(s)	4
16. Method used in reserving light duty assignments	4
17. Identification of light duty assignments	4
18. How to reassign excessed employees within an installation	4
19. The assignment of employee parking spaces	4
20. Annual leave to attend union activities	5
21. Craft provisions of the N/A which are locally implemented	5
22. Seniority, reassignments and posting	5

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

1. Wash-up periods.

All carriers performing work at the Torrington Post Office will be granted a reasonable wash-up period at the carrier's discretion.

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 rotating days off.

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;
- c. The requirements and reactions of its customers to the emergency;
- d. The accessibility of postal operations and its customers to the employer and employees.

Prior to taking action to curtail the mail, the employer will notify the Union 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. Annual leave will be granted in terms of days and hours.

B. Except in an extreme emergency, no carrier will be called to work during his/her annual leave period, including their non-scheduled day.

C. No exchanges of annual leave periods between carriers will be allowed.

D. 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 March 1st of each year. Assignment of vacation period will be by installation seniority and be completed by May 30th.

B. Procedure for selection of annual leave period(s):

a. Carriers, including City Carrier Assistant Employees will be listed in groups of 10 by seniority.

b. Each group shall have a period of 10 calendar days to select their choice(s).

c. Selection shall be by seniority within each group. Any carrier within the group who selects a vacation week(s) which has been filled by someone senior, will have one day after the close of the 10 day bid period to make another selection.

C. After all employees have been given an initial choice of up to 10 or 15 days, all remaining vacant weeks shall be posted for 10 days. All carriers shall be eligible to bid by seniority for these vacant weeks. After the second canvass is completed, any remaining days or weeks shall be filled on a "first-come, first-served" basis by any carriers with leave available.

The following applies to the non-choice vacation period.

A. A minimum of 9.5% of the total carrier complement, 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.

B. In instances where figuring 9.5% of the total carrier force, including CCAs, does not result in a whole number, if the fractional result is .5 or higher, the next whole number shall be considered the correct figure.

C. The number of carriers off will be computed on December 1st of each year, based on the total carrier complement, including CCAs on that date.

D. Bidding procedure:

a. A notice will be posted by the first day of December for 15 calendar days soliciting bids for the non-prime vacation period.

b. During this period, selection for non-prime vacation time shall be bid in increments of 5 days and awarded by seniority.

c. Requests will be allowed during this period for the entire calendar year.

d. Requests made after the 15th of December for open days or weeks will be filled on a "first-come, first-served" basis.

E. Requests for annual leave made after the 15th of December, will not be accepted if made more than 6 months prior to the date(s) requested. All requests must be handed to a supervisor who will then issue a receipt for same.

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

The choice vacation period will be from the second full week in June through the third full week in September.

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

A. The basic week for leave purposes will be from 12:01 am on Sunday to 12:01 am on Monday. This section applies to all carriers requesting annual leave in either prime or non-prime time.

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 is a civic duty and not a vacation, therefore, it will not be charged to the

number allowed off in the choice vacation period. Carriers who are selected for jury duty during their choice vacation period shall be eligible for another available period within the choice vacation period.

B. Attendance by 2 NALC Br. 20 members at National and State Conventions will not be charged to 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 carriers who will be eligible to receive annual leave each week during the choice vacation period will be 14% of the total carrier complement, including CCAs

B. In instances where figuring 14% of the total carrier force, including CCAs does not result in a whole number, if the fractional result is .5 or higher, the next whole number shall be considered the correct figure.

C. The number of carriers off will be computed on December 1st of each year, based on the total carrier complement, including CCAs on that date.

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. Supervisor will initial and return a copy.

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 24 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 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 scheduled 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.

A. 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;
- C. Relabeling carrier cases;
- D. Updating forms 3982;
- E. Auxiliary routes;
- F. Delivery of Special and Express mail;
- G. Router duties;
- H. Collections;
- I. Updating carrier route books.

Any duties which the ill or injured employee 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, including any stations or branches.

19. The assignment of employee parking spaces.

A. Parking spaces will be assigned to all employees to the maximum of parking spaces available in the employee parking lots. Vacancies will be filled by bid with office wide seniority being the deciding factor. The space vacated by the senior bidder will then follow the same bidding procedure until no space remains vacant. These bids shall be posted on the local bid board for 10 days. An updated map of the employee parking lots, with the names of those employees written in their assigned spaces, shall be posted and updated upon every successful bid.

B. Two (2) spaces in the rear lot, along the yellow fence, shall be reserved and posted for the exclusive use of the Branch 20 stewards and officials. Stewards using these spaces shall keep their assigned spaces in the employee parking lots. Those spaces may be used by carriers that are without assigned spaces until a space becomes vacant and they can be assigned a space.

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, up to a maximum of 3 letter carriers, 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.

Meetings:

A. Branch 20 is entitled to 3 representatives of its own choosing at local labor/management meetings. Two of these representatives will be on the clock.

B. Joint labor/management meetings shall be scheduled in the office every 2 months.

C. The policies to be established by management for the Christmas operation will be subject of discussion at a special joint labor/management committee meeting no later than December 1st of each year.

On the Job Trainer:

Management and the Union will jointly develop the criteria which will be used to select the OJT.

Management will solicit the Union's input before any carrier is selected as the OJT.

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. Letter carriers bidding for an assignment shall make a written sealed bid to be placed in a locked bid box provided for that purpose. The branch 20 steward shall be present at the opening of all bids.

B. 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.

Trial Period:

A. When a carrier is the senior bidder, they will be detailed for a period not to exceed 2 working days in the new assignment, except in the case of a floater who will try all the routes in the string.

B. If after trying a new assignment on a detail basis, the senior bidder decides to cancel the bid and remain on the old assignment, they must do so immediately upon termination of the detail. No request for bid cancellation will be honored once a carrier is officially placed in the new bid assignment by a supervisor.

C. A successful bidder's old assignment will not be posted until after they have been officially placed in their newly won assignment by the supervisor.

D. This will take place for 3 carriers only. If it reaches the 4th bidder, he/she will be placed into the bid assignment. All of the trial will take place during the carriers regular work days and will not force the floater off his/her assignment.

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. Carriers who have indicated their preference for a craft duty assignment shall be eligible to bid upon a newly created bid assignment if their initial assignment has not yet commenced.

E. 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. There shall be 3 voluntary overtime desired lists as follows:

1. The first list will be for full-time regular carriers who wish to volunteer to work overtime on their non-scheduled workday only.

2. The second list will be for full-time regular carriers who wish to volunteer to work overtime on all assignments including, but not limited to, their non-scheduled day, collections, pivots, etc.

3. The third list will be for full-time regular carriers who wish to work "work assignment" overtime only. This overtime list shall be for overtime on the carriers own work assignment on their regularly scheduled days only.

The first 2 lists shall be kept separate for purposes of equitable distribution of overtime during the quarter. Non-scheduled days, however, will be kept equitable between both lists.

On a bi-weekly basis, management will update the first 2 lists and make them available for union review.

B. In accordance with the National Agreement, overtime hours worked and opportunities offered will be posted and up-dated quarterly.

Overtime worked and opportunities offered shall be listed in black and red respectively.

If a carrier states he/she is sick when contacted to work overtime, the letter (S) shall be placed on the chart.

When a letter carrier could not be personally contacted, the letters (N/A) shall be placed on the chart.

Neither reason shall count as opportunities offered during the course of the quarter.

Any employee who, after being personally contacted, is unavailable for overtime, will be credited on the chart with the hours they would have worked if available.

C. A regular carrier called into work for overtime on their non-scheduled day will work their own bid assignment, provided that their floater (T-6) has one of his/her five assignments within their bid string available to move on to. A floater who has been moved outside his/her string, in accordance with this provision, may exercise their seniority to select any assignments not being held down under the provisions of Article 41.

D. To avoid any misunderstandings, when a supervisor cannot reach a carrier by phone, to schedule him/her for overtime, the NALC steward if available, or a router that is a NALC member if the steward is not available, or a supervisor from another craft, if neither of the above is available, will make a second call to verify the unavailability of the carrier.

E. A carrier may withdraw his/her name from the overtime desired list(s) at any time by in-

forming their supervisor, in writing 24 hours in advance. A copy of the withdrawal will be provided the union by management. No names may be added to the list until the new quarter begins, except that part time flexibles making regular during a quarter may add their name to the list up to 10 days from the date of making regular.

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 route which includes 51% or more of their original assignment.



