

# LOCAL MEMORANDUM OF UNDERSTANDING

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

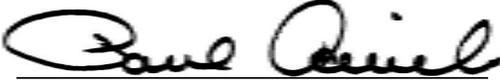
**United States Postal Service  
Watertown-Oakville, CT**



**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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**Joseph Vaughese, Postmaster  
USPS  
Watertown-Oakville, CT**



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**Paul Daniels, President  
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CT Merged Branch 20**

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# **Local Memorandum of Understanding between USPS Watertown-Oakville, CT and NALC - Connecticut Merged Branch 20**

## **1. Wash-up periods.**

Installation heads shall grant reasonable wash-up time to those employees who perform dirty work or work with toxic materials. The amount of wash-up time granted each employee shall be subject to the grievance procedure.

## **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 February 15th of each year. Assignment of vacation period will be by station seniority and be completed by March 15th.

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

a. Carriers, including City Carrier Assistant Employees will be listed in groups of 4 by seniority.

b. Each group shall have a period of 3 working 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 3 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. Request for single day(s) must be made a minimum of 72 hours in advance.

D. Vacations beyond the 3 week limit in the choice period will be granted based upon availability of extra weeks desired.

**The following applies to the non-choice vacation period**

A. A minimum of 10% of the carrier complement, including CCAs who request at least 24 hours in advance will be granted 8 hours of annual leave on any day outside the choice vacation period.

B. In instances where figuring 10% of the compliment, 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 the last day of December each year based on the total carrier compliment, including CCAs on that date.

**Bidding procedure:**

- a. A notice will be posted by March 15<sup>th</sup> 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 for all time other than prime vacation time from the first full week in April of the current year until the last full week of March the following year.
- d. Requests made after April 1<sup>st</sup> will be filled on a "first-come, first-served" basis. In instances where more than one carrier requests leave on the same day leave will be granted to the senior carrier at 3:30 pm.

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

The choice vacation period will be from the second full week in May through the second 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 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 off during the choice vacation period will be 17% of the total carrier compliment, including CCAs.
- b. In instances where figuring 17% of the total compliment, 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 the last day of December each year based on the total carrier compliment, 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 to a supervisor, in duplicate, who will then time stamp the form.

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 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. The overtime desired lists 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.**

There will be established by the employer, 1 position, 8 hours, which will be designated as light duty assignment for letter carriers.

**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. Updating forms 3982;
- D. Auxiliary routes;
- E. Delivery of Special and Express mail;
- F. Router duties;
- G. Collections.

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. Management will provide parking for carrier's personal cars.
- B. One space at the Watertown Post Office shall be reserved and posted for the use of the NALC steward.

**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 steward of Br. 20.

**Bidding procedures:**

A. Letter carriers bidding for an assignment shall make a written sealed bid to be given

the a supervisor, by 4:00 pm on the the final day of bidding.

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.

C. The Branch 20 steward shall be present at all bid openings.

**Trial Period:**

A. When a carrier is the senior bidder on a full-time route(s) or duty assignment(s) he/she will be allowed up to a 5 day trial period, except that in the case of a T-6 assignment, jump or floater position, the senior bidder will be allowed to try each route assigned to the swing bid once.

B. If after trying the new assignment the senior bidder desires to cancel their bid and remain on their old assignment, they must do so immediately upon termination of the trial period.

C. A successful bidders old assignment will not be posted for bid until after they have been officially placed in their newly won 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:**

1. There will be one combined overtime desired list for Watertown and Oakville.
2. A regular carrier called into work for overtime on their non-scheduled day will work their own bid assignment.
3. A carrier not personally contacted or when contacted and states they are sick, will be listed as N/A. NA will not be considered as an opportunity offered.
4. Carriers who refuse to work will be listed as an opportunity worked.
5. 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.
6. No names may be added to the list until the new quarter begins, except that part

**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.



