

LOCAL MEMORANDUM OF UNDERSTANDING

National Association of Letter Carriers Connecticut Merged Branch 20

**United States Postal Service
Cromwell, CT**



This Local Memorandum of Understanding is entered into on May 28, 2021 pursuant to the local implementation provisions of the 2019 - 2023 National Agreement.

**Brian Jubrey, Postmaster
USPS
Cromwell, CT**

**Tom Sagnella, President
NALC
CT Merged Branch 20**

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	3
10. The issuance of official notices for vacation schedules	3
11. Date and means of notifying employees of new leave year	3
12. Procedures for submission of non-choice vacation period	3
13. Method of selecting employees to work on a holiday	3
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	4
21. Craft provisions of the N/A which are locally implemented	4
22. Seniority, reassignments and posting	5
23. Other miscellaneous items	6

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

1. Wash-up periods.

Wash-up time will be authorized as follows:

- a. Reasonable time in the morning before clocking out for the route;
- b. Reasonable time prior to lunch break;
- c. Reasonable time after clocking in upon return from the route.

Such reasonable wash-up time will be recorded on line 21 of form 1838 and credited as part of the eight (8) hour evaluated work day.

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

A. 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 on March 1st. Assignment of vacation period will be by installation seniority.

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

- a. Carriers, including City Carrier Assistant Employees will be listed in groups of 3 by seniority.
- b. Each group shall have a period of 2 calendar days (48 Hours) 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 1 day after the close of the 2 day bid period to make another selection.

C. After everyone has been given 1 choice of up to 10 or 15 days annual leave, each group will be approached again as outlined in (B) above for additional selections of annual leave. (Second round)

D. Any remaining day(s) or week(s), after the "second round", will be granted on a first-come, first-served basis. Week(s) will supersede day(s), day(s) will supersede 1/2 day(s).

The following applies to the non-choice vacation period.

A. A minimum of 12% of the total letter carrier complement, including CCAs will be allowed off at one time during the non-choice period. Whenever 12% does not equal a whole number and the percentage is .5 or above, an additional carrier will be allowed off.

B. Bidding procedure for non-choice period(s):

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

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

c. Request will be allowed during this period for the entire calendar year (Excluding the choice vacation period.)

d. Request made after the 15th of January for open days or weeks will be filled on a "first come first served" basis.

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

D. The number of carriers off will be computed on December 31st of each year based on the total carrier complement, including CCAs on that date.

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

The choice vacation period will be from the first full week in May through the last 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, or a continuous period of 15 days.

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

Jury duty and attendance at national or state conventions will not be charged to the choice vacation period(s).

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

A. A minimum of 17% of the total letter carrier compliment, including CCAs will be allowed off at one time during the choice vacation period. When 17% does not equal a whole number and the percentage is .5 or above, an additional carrier will be allowed off.

B. The number of carriers off will be computed on December 31st of each year based on the total carrier complement, including CCAs on that date. The same number of carriers will be allowed off whether consisting of week(s) or day(s).

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.

Annual leave requests for other than the choice period must be submitted to the supervisor by 8:00 am, who will initial the slips. If the leave is granted it will be posted to the annual leave calendar. If it is not granted the slip (3971) will be returned by the end of the workday.

Non-return of the 3971 by the end of the workday 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 their holiday, ranked and selected in seniority order;

B. All part-time flexible employee volunteers by seniority to the maximum extent possible, even if payment of overtime is required.

C. All City Carrier Assistant Employees (CCA); then all Holiday Carrier Assistant Employees scheduled to the maximum extent possible;

D. All full-time regular employee who volunteered to work their non-scheduled day, in seniority order;

E. Part-time flexible employee non-volunteer by inverse seniority to the maximum extent possible, even if payment of overtime is required.

F. Full-time regular employees who did not volunteer to work their non-scheduled day, by juniority;

G. Full-time regular employees who have not volunteered to work their holiday or des-

ignated holiday, by juniority.

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 their own route;
- B. Assisting other routes by setting up mail;
- C. Relabeling carrier cases;
- D. Updating forms 3982;
- E. Auxiliary routes;
- 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.

19. The assignment of employee parking spaces.

A. Available parking spaces will be allotted on a “first-come, first-served” basis.

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.

Meetings:

A. All Br. 20 stewards and alternate stewards will meet each morning for 5 to 10 minutes with the line supervisor(s) to discuss prior days problems with operations and/or individual carriers, with the aim of mutually resolving existing problems. The supervisor(s) will seek the steward(s) advise on the present day’s operation.

B. All Br. 20 steward(s) and alternate steward(s) will meet with the line supervisor(s) for 1 to 2 hours weekly to discuss and develop ways to constantly

improve the labor/management relationship in the office; identify issues and concerns on the workroom floor; discuss customer service items as well as any business opportunities; share performance goals and measurements for the unit; any other issues mutually agreed to by the parties.

All stewards and alternate stewards will be on the clock. The branch president and postmaster may attend these meetings without notice.

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.”

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.

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 on a full-time route(s) or duty assignment(s) he/she will be allowed up to a 5 day trial period.

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.

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 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 jumper has one of his/her five assignments within their bid string available to move on to.

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 supervisor from another craft if no steward 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 informing their supervisor, in writing 24 hours in advance. A copy of the withdrawal will be provided the union by management.

F. 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.

Other:

A. Anyone with over 440 hours of annual leave on September 1st will be given form 3971 to submit within 7 days for all A/L in excess of 440 hours. If they do not do so, they will be scheduled on annual leave by management. This procedure will not cause anyone to be "bumped" from vacation previously scheduled.

B. When a carrier is absent on annual leave or sick leave on a payday, upon his request, their paycheck will be mailed to reach them by the date appearing on the check, considering the date that the checks are received

by the employer.

C. All government (USPS) vehicles will be washed inside and outside at least once a month. When necessary, the interior shall be swept clean. Proper cleaning items will be provided for each vehicle to clean windows and mirrors. Debris is not to be left in the vehicle.

D. Seasonal apparel will be worn at the option of the carrier so long as they are in a complete uniform meeting USPS specifications.

E. When a carrier's assignment is changed or eliminated during the readjustment of a carrier's 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% of his/her original assignment.

