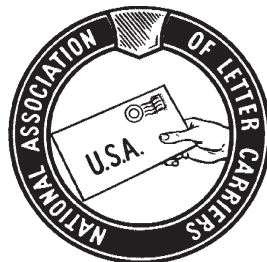


# **LOCAL MEMORANDUM OF UNDERSTANDING**

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

**United States Postal Service  
New London, 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.**

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**Athena DiBenedetto  
USPS Postmaster  
New London, CT**

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

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

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

Any carrier who performs dirty work or works with toxic materials 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 established work week of five (5) days with fixed days off shall pertain to all regular routes.

## **3. Guidelines for the curtailment or termination of postal operations.**

Management will consult with the Union before attempting delivery during periods of emergency conditions of such severity that civil authorities (e.g. city mayors, state highway authorities and state police) consider road travel hazardous and have advised the public (by radio, television or other media) not to travel public streets or highways.

## **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 weeks, days and hours.

B. Except in an extreme emergency, no carrier will be called to work during his/her annual leave period.

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.

E. When reverting a chosen annual leave period(s), the entire chosen leave period must be reverted.

F. Any reverted period(s) that have the maximum number of carriers off will be immediately posted for bid for a period of four (4) working days.

G. All carriers junior to the carrier reverting their leave shall be eligible to bid for the leave period(s) reverted.

H. The ten (10) days notice does not apply if the maximum number of carriers allowed off has not been reached.

### **The following applies to the choice vacation period.**

A. The choice vacation schedule bidding will begin by January 15th of each year. Assignment of vacation period will be by installation seniority and to be completed by March 15th.

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

Carriers, including City Carrier Assistant Employees will be approached in groups of five, according to seniority, to select their vacation and complete form 3971.

They will have 3 days to make their selection and return form 3971 to the supervisor.

The supervisor will immediately record their approved leave on the leave calendar or installation bulletin board.

C. Any carrier who selects a vacation week(s) which has been filled by someone senior during the initial choice will have one (1) day after the close of the three day bidding period to make another choice.

D. 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 by seniority for these vacant weeks. After the second canvass is completed, any remaining days or weeks will be filled on a "first come first served" basis by carriers with leave available.

E. Any carrier who selects a vacation week(s) which has been filled by someone senior, during the second canvass, will have two (2) days after the close of the 10 day bid period to make another choice.

F. After the second canvass is completed, requests for annual leave made less than 10 calendar days prior to date requested will be answered within 2 business days. Non-return of form 3971 in the requested time shall be construed as approval of the requested leave.

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

A. A minimum of 11.5% of the total complement, including CCAs, who request leave at least 2 business days in advance, will be granted eight (8) hours of annual leave on any day outside the choice vacation period.

Requests for annual leave will be approved or denied within 10 days of the request. Approved annual leave can not be retroactively denied, except in emergency conditions as outlined in the National Agreement.

B. In instances where figuring 11.5% of the total force, including CCAs, does not result in a whole number, if the fraction result is .5 or higher, the next whole number shall be considered the correct figure.

C. Bidding procedure:

a. A notice will be posted by the first day of May 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 from May 1st through the 3rd full week of May of the following year.

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

e. Request made after the 15th of May may be submitted for up to one (1) year from the date requested for annual leave.

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

The choice vacation period will be from the fourth Sunday in May and continue for 19 consecutive weeks.

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

Vacation during the choice vacation periods shall start on Sunday at 12:01 A.M. and end on Saturday at 12:00 P.M.

**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.

**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(s). Carriers who are selected for jury duty during their choice vacation period(s) shall be eligible for another available period within the choice vacation period.

B. Leave for up to one (1) Union delegate to attend a State or National Convention shall 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 17% of the total carrier complement, including CCAs.

B. After completion of the second round of bidding, the minimum number of carriers who will be eligible to receive annual leave will be 11.5%

C. In instances where figuring 17% and 11.5% of the total carrier complement, 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.

D. The number of carriers off will be computed at the beginning of each leave 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 employees.**

All 3971 and or 1547 forms submitted for annual leave must be completed in duplicate and handed to the supervisor.

He/she will initial, date and immediately return a copy to the carrier.

The supervisor's marking of the approved bid week(s) on the posted vacation calendar 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 within 10 calendar days from the date of the request.

C. Requests for annual leave made less than 10 calendar days prior to date wanted will be answered within 2 business days.

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 their holiday by seniority.

B. All full-time regular employees who volunteer to work their non-scheduled day by seniority.

C. All part-time flexible employees to the maximum extent possible

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

E. All full-time regular employees who did not volunteer to work their non-scheduled day by inverse seniority order.

F. All full-time regular employees who did not volunteer to work their holiday, by 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:

1. Casing mail on his/her route will be first priority.

2. Casing mail on routes assigned by the supervisor.

3. Assisting routes by setting mail and flats.

4. Coverage of suitable collection routes.

5. Re-writing carrier route books.

6. Labeling inside of apartment boxes.

7. Training new employees when, in fact, training is done at the station level and only if the injured employee is a certified trainer.

8. Keeping PS Forms 3982 up to date where regular carriers are out on extended absences.

9. Delivering parcel post on overburdened routes when it is medically approved and not in conflict with physicians orders.

10. Answering phones calls within the delivery unit.

11. Labeling carriers cases.

12. Router duties.

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

- 4 proposed to reassign excess employees,



excessing and reassignment shall be by installation.

**19. The assignment of employee parking spaces.**

Two parking spaces will be provided to Branch 20 for Union officials.

**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 for one union official up to 8 hours 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 Changes:**

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

**Labor-Management Committee Meetings:**

The steward and alternate steward, at the local level, will participate in a regularly scheduled quarterly Joint Labor Management Committee meeting for the purpose of discussing, exploring and considering with management matters of concern. The employer will compensate one designated representative from the Union for actual time spent in the meeting at the applicable straight time rate, providing the time spent in such meeting is a part of the employee's regular scheduled work day.

**Use of phone by NALC Representative:**

Authorized union official(s) and steward(s) shall be allowed to use available telephones for calls relating to the administration of the National Agreement immediately upon his/her request.

**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 or designee of Br. 20.

**Bidding procedures:**

A. Vacant full time carrier assignments shall be posted for seven (7) calendar days.

B. Letter carriers bidding for an assignment shall place a written sealed bid form in a locked bid box. The branch 20 steward 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.

**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 three (3) day trial period, except 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 once.

B. If after trying the new assignment the senior bidder desires to cancel their bid and remain on their old assignments, 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 leave calendar will also be marked "5 Day Duration Bid Calendar" and shall constitute the posting.

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:**

There shall be two (2) voluntary overtime desired lists as follows:

A. The first 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. with a specification for ten (10) or twelve (12) hours per day.

B. The second list will be for full-time regular carriers who wish to volunteer for "work assignment" overtime only.

C. 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 to the Union by Management.

D. No names may be added to the list until the new quarter begins, except that CCAs making regular during a quarter may add their name to the list up to ten (10) days from the date of making regular. ☒



