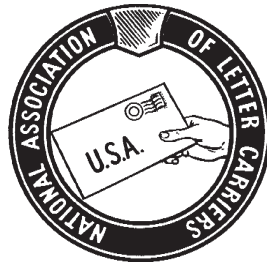


# **LOCAL MEMORANDUM OF UNDERSTANDING**

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

**United States Postal Service  
New Milford, 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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**Robert Gabianelli, Postmaster  
USPS  
New Milford, CT**

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

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

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

Wash-up time(s) will be authorized, based upon the election of any of the 3 following periods:

- a. Reasonable time in the morning before clocking out for the route;
- b. Reasonable time after clocking in upon return from the route;
- c. Reasonable time at the end of the tour.

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.**

The regular workweek shall consist of five (5) days with rotating non-work days.

## **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 14 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 no later than January 2nd of each year. Assignment of vacation period(s) will be by installation seniority.

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

1. Carriers will be listed in groups of 5 by seniority, including City Carrier Assistant Employees.
2. Each group shall have a period of 5 calendar days to select their choice(s).
3. 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 5 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 or days, with full weeks taking priority. 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 10% of the total career 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 10% of the total carrier force, 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 for each upcoming leave year will be computed on the last day of December, based on the total career carrier complement, on that date.

D. Bidding procedure:

1. A notice will be posted by February 15th for 30 calendar days soliciting bids for the non-prime time vacation period for all of the non-prime period from last full week of March of the current year through the third full week of March of the following year.

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

3. After the 30th day all remaining vacant weeks and days shall be posted for 10 days. All carriers with available leave will be eligible to bid by seniority on the remaining vacant weeks or days.

4. Requests made after the 25th of March will be on a "first-come, first-served" basis, with seniority the deciding factor if more than 1 bid is submitted the same day.

E. Requests for annual leave made after the 25th of March will not be accepted if made more than 2 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 first full week in May through the first full week in October.

**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.

**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 will not be charged to the number allowed off in 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 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 career carrier force, 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 the last day of December each year, based on the total career carrier complement, 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 in duplicate.

B. Requests for annual leave made less than 2 months prior to date wanted will be answered within 24 hours.

C. 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. Part-Time Flexible employee volunteers by seniority to the maximum extent possible, even if the payment of overtime is required,
- C. All City Carrier Assistant Employees (CCA); then all Holiday Carrier Assistant Employees scheduled to to the maximum extent possible;
- D. Part-Time Flexible employee non-volunteers by inverse seniority to the maximum extent possible even if the payment of overtime is required,
- E. All full-time regular employees who did not volunteer to work their non-scheduled day, in inverse seniority order;
- F. 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 installation wide.

**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.

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.

**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. Should the Union be unsatisfied with the selection of the OJT, they shall have recourse to the grievance procedure.

**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 on a full-time route(s) or duty assignment(s) he/she will be allowed up to a three 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:**

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 floater (T-6) 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.

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.

#### **Assigned Non-Scheduled Day:**

When a route becomes vacant, the day-off assigned to that route will be put up for bid to all carriers in the vacant route's T-6 swing. The bids will continue until the vacant route is assigned a scheduled day off. The vacant route with the assigned day off will then be posted. If a carrier in the T-6 swing bids the route, he/she may keep his assigned day

#### **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.



