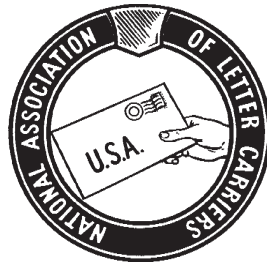


# **LOCAL MEMORANDUM OF UNDERSTANDING**

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

**United States Postal Service  
Pawcatuck, 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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**Tanya Smith, Postmaster/OIC  
USPS  
Pawcatuck, CT**

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

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## **Local Memorandum of Understanding between USPS - Pawcatuck, 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.

### **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 weeks, days and hours.

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

However, carriers on the OTDL may advise their supervisor in writing, with a copy to the union, of their availability to work a nonscheduled day that is in conjunction with approved leave.

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 October 1st of each year. Assignment of vacation period will be by installation seniority.

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

Every 5 days 4 carriers, including City Carrier Assistant Employees will be approached by seniority to select their choice vacation period. The carriers will fill out form 3971 in duplicate and the supervisor will sign, date and immediately return a copy to the carrier. The carrier's name will then be placed on the vacation calendar.

Any carrier(s) whose selected week(s) were already filled by senior carriers will be allowed 1 additional day to make another selection.

C. After all employees have been given an initial choice of up to 10 or 15 days, all remaining days or weeks shall be filled on a "first-come, first-served" basis by any carriers with leave available who request a minimum of 24 hours in advance.

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

A. A minimum of two (2) carriers, including CCAs who request at least 24 hours in advance, will be granted eight (8) hours of annual leave on any day outside the choice vacation period.

B. It is understood that the delivery of mail has priority and will supersede this section should management clearly show that by following this provision, delivery of mail would not be possible.

C. Bidding procedure:

a. A notice will be posted by the first day of November 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 through November of the following year.

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

e. 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 June 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. 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 2.

**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, along with the signed 3971, 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 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.** Part-time flexible employee volunteers by seniority to the maximum extent possible, even if the payment of overtime is required.

**C.** All City Assistant Employees (CCA); then all Holiday Carrier Assistant Employees scheduled 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 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. Auxiliary routes;
- D. Delivery of Express mail.

Any duties which the ill or injured employe may be able to perform without hazard to his/her health.

Light duty work shall not be gained by absorbing any of a full-time regular employee. The Installation head or designee shall discuss the matter with a representative of Br. 20 prior to effecting a permanent reassignment outside of the letter carrier craft.

**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 for 1 carrier 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:**

The installation head shall meet with appropriate representative of Branch 20 at least quarterly or at any other time as may be mutually agreed upon. The union steward will be on the clock for all meetings.

**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 or designee of Br. 20.

#### **Bidding procedures:**

A. Letter carriers bidding for an assignment shall place a written sealed bid form in a locked bid box. 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.

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 bidder's old assignment will not be posted for bid until after they have been officially placed in their newly won assignment.

#### **Overtime:**

A. On a weekly basis, management will update the OTDL list and make it available for union review.

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

C. 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.

D. When the regular carrier is called in on their non-scheduled day they will work their own assignment, provided the floater has one of his/her four remaining bid assignments to move to.

#### **23. Other Miscellaneous Items:**

##### **Route Adjustments:**

When a carrier's assignment is changed or eliminated during the readjustment of the carrier assignments within a delivery unit and as a result of the change the major portion (street time) of such adjustment is left intact, the regular carrier, may at his/her option, remain on the assignment which includes the major portion of his original assignment.

##### **Bids When Absent:**



