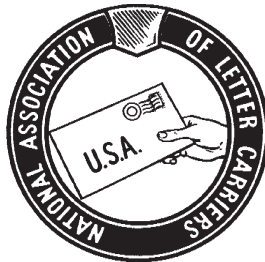


LOCAL MEMORANDUM OF UNDERSTANDING

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

**United States Postal Service
Southington, 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.**

**Diane Caron, Postmaster
USPS
Southington, 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 | 2 |
| 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 | 3 |
| 15. Assignments reserved for light duty assignment(s) | 3 |
| 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 | 4 |

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

1. Wash-up periods.

Carriers will be allotted a reasonable wash-up time.

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, including their non-scheduled day.

C. No exchanges of annual leave periods between carriers will be allowed.

The following applies to the choice vacation period.

A. The choice vacation schedule bidding will begin by March 1st of each year. Assignment of vacation period will be by installation seniority and be completed by April 15th.

B. Procedure for selection of annual leave period(s):
Management will approach each carrier, including City Carrier Assistant Employees by seniority indicating their vacation period on a calendar. Leave slips will be submitted in duplicate for the periods available. Selection process will be completed by April 15.

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.

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) will be immediately posted for a period of 4 working days, with a copy of the posting given to the union president or steward. All carriers junior to the carrier reverting their leave shall be eligible to bid for the leave period.

The following applies to the non-choice vacation period.

A. A minimum of 6% of letter carriers, including CCAs, who request in advance will be granted 8 hours annual leave on any day outside the choice vacation period.

B. Any remainder of .5 or more will be rounded up to the next higher number, except in paragraph C.

C. During the months of February and May, each month will have 4 full week periods of time which a minimum of 7 % of the letter carriers who request annual leave in advance will be granted up to 8 hours annual leave for any full week or single day during these periods. Any remainder of 0.1 or more will be rounded up to the next higher number.

D. In the event that a carrier has to make reservations for cruises, airplane trips or cottages in advance. Approval may be granted as long as they produce documented proof or receipts for said reservations, and only then will they be able to submit PS Form 3971 more than 45 days in advance.

E. 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

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

The choice vacation period shall begin with the first full week of June and remain for the period of 4 months, ending September 30th.

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

A. The basic week for leave purposes shall be Monday through Saturday.

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 and Military leave will not be charged against choice vacation time.

B. A carrier attending a National or State convention as an official delegate, during the choice vacation period, will not be counted in the number of carriers off during that 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 to be allowed annual leave during the prime leave period will be 17% of the total letter carrier complement including CCAs.

B. Any remainder of 0.5 or more will be rounded up to the next higher number, except as in paragraph D.

C. The number of carriers off will be computed on December 31st of each year based on the number of letter carriers including CCAs at that time.

D. Starting the first full week in July and running for 7 consecutive weeks the rounding off factor will be computed at 0.1 and rounded up to the next higher number.

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.

Carriers requesting annual leave outside the choice vacation period must submit the 3971 in duplicate not more than 45 days in advance.

The Form 3971 will be date stamped and handed to the supervisor on duty.

Management will reply indicating approval or disapproval, within 48 hours after the request. Seniority will prevail by end of business day. A copy of Form 3971 will be returned to the carrier at this time.

Non-return of the Form 3971 in the required time period will be construed as approval of the requested leave period.

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

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

D. Full-time regular employees who volunteered to work their non-scheduled day, in seniority order;

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

F. All full-time regular employees who did not volunteer to work their non-scheduled day, in inverse seniority order;

G. 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 by setting up mail;
- C. Relabeling carrier cases;
- D. Updating forms 3982;
- E. Auxiliary routes;
- F. Special Deliveries;
- G. Router duties;
- H. Collections.

Any duties which the ill or injured employe 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. If space becomes available during the life of the contract, letter carriers will be allotted a percentage equal to the percentage of employees in the office, exclusive of rural carriers.

B. A minimum of 1 space in the post office parking lot will be reserved and posted for the exclusive use of the union steward(s) and official(s).

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 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 President or designee 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.

C. The senior applicant for a vacant assignment shall be detailed to the new assignment within 3 calendar days of the closing of bids, unless on leave; except during the month of December, they will be placed in the new assignment on the first work day in January.

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, utility 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 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.

B. 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.

C. 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.

Overtime:

A. To assure equitable opportunities for overtime, overtime hours worked and opportunities offered will be posted and up-dated quarterly. A copy will be supplied to the union and one copy will be placed on management's carrier craft bulletin board.

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.

B. 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 5 assignments within their bid string available to move on to.

C. To avoid any misunderstandings, when a supervisor cannot reach a carrier by phone, a supervisor of another craft, or the NALC steward, will make a second call as soon as possible to verify the unavailability of the carrier.



