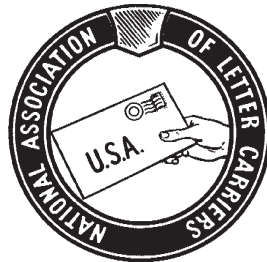


LOCAL MEMORANDUM OF UNDERSTANDING

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

**United States Postal Service
Waterbury, 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 Hogan, Postmaster
USPS
Waterbury, CT**

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

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

1. Wash-up periods.

Any carrier who feels that he/she needs wash-up time in the office should notify the supervisor at the carrier desk and a reasonable amount of time will be granted.

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 fixed non-work day.

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 their choice vacation period, including their non-scheduled day.

The same applies to the non-choice period, except that a carrier will be deemed available for work on their non-work day during the non-choice period if they so advise management by 11:00 am of the day preceding their non-work 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 minimum 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 10 day throwback period may be waived in emergency situations in which case management and the union will jointly determine the selection process for the day(s) reverted.

E. Requests for annual leave made on a daily basis will be granted, up to the minimum percentage allowed, if requested by 11:00 am on the day prior to the request.

Any request made after 11:00 am will be granted based on service needs. Requests will be made to the supervisor at the station where the carrier is assigned.

F. The number of carriers off will be computed on December 1st of each year, based on the total career carrier complement, including CCAs on that date.

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.

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

a. Letter carriers, including City Carrier Assistant Employees will have 7 calendar days to return their 1st choice selections after they receive the available dates from management.

b. The final draft of the 1st choice selections will be posted on a master vacation schedule, by March 30th, and made available to all carriers.

C. After all employees have been given an initial choice of up to 10 or 15 days, all remaining weeks and days shall be posted from April 1st through the 15th. All carriers, shall be eligible to bid by seniority for these vacant weeks and days. 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 carrier complement, including CCAs will be granted annual leave on any day outside the choice vacation period.

B. In instances where figuring 10 % of the total carrier force, 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.

C. Saturdays are recognized as preferred annual leave days. The number of letter carriers off on Saturday shall be 12% of career carriers added to 10% of CCAs. The established rounding rule will be applied to the sum..

D. Bidding procedure:

1. A notice will be posted by November 25th for 7 calendar days soliciting bids for the non-choice vacation period from January 1st to the beginning of the choice vacation period.

2. A notice will be posted by August 10th for 7 calendar days soliciting bids for the non-choice vacation period from the end of the choice period till December 31st.

3. During these periods, selection for non-choice vacation time shall be bid in increments of 5 days and awarded by seniority.

4. A notice will then be posted on December 2nd and August 18th for 7 calendar days soliciting bids for the non-choice vacation period.

5. During these periods, selection for non-choice vacation time shall be bid in increments of 8 hours and awarded by seniority.

6. Requests made after December 15th and September 5th for open hours, 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 last full week in May continuing for a 16 week period, plus the week that the Thanksgiving Holiday falls in and Christmas week beginning on December 26th and ending on December 31st, for a total of 18 weeks of choice vacation.

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 choice or non-choice 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 initial choice vacation bidding 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 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 18% of career carriers added to 14% of CCAs. The established rounding rule will be applied to the sum.

B. In instances where figuring 18% of career carriers added to 14% of 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.

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. A Master Calendar List will be created by management and posted at the main office and all stations.

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. Requests for annual leave made before 11:00 am the day prior to the request may be made by phone to the supervisor at the station where the carrier is assigned.

C. If the request for A/L falls within the minimum percentage allowed off in the non-choice period, the carriers will receive their answer on form 3971 immediately. In the event the request exceeds that percentage, carriers will receive an answer as soon as possible, but in no event later than 10 calendar days prior to the requested leave date(s).

D. Requests for annual leave, in excess of the minimum percentage allowed off in the non-choice period, made less than 10 calendar days prior to date wanted, will be answered within 24 hours.

E. 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 to the maximum extent possible.

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

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

D. 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. The overtime desired list for the letter carriers will be on an individual station

basis with every effort being made to make overtime distribution equitable between the entire installation.

B. One carrier, in each station, designated by Branch 20, will be given the time each day to update overtime lists and to identify daily overtime opportunities. On a weekly basis one carrier in the Main Office, designated by Branch 20, will be given up to six (6) hours to update the overtime list 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;
- I. Verifying forwardable mail;
- J. Labeling inside of apartment mailboxes;
- K. Answering telephones.

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 the purpose of identification, the following units shall be deemed as separate sections with reference to the National Agreement, Article 41, Sec. 3.0:

1. Main Office (Zone 2, 6, 8)
2. Plaza Station (Zone 4 and 10)
3. Lakewood Station (Zone 5 and 16)
4. Parcel Post Section
5. Prospect (Zone 12)

Any zone moved will retain its own identity.

19. The assignment of employee parking spaces.

A. Available parking spaces in the Waterbury Municipal Parking garage will be allotted on a "first-come, first-served" basis.

B. A minimum of two (2) spaces in the basement garage will be reserved and posted for the exclusive use of Br. 20 union stewards and officials. Five (5) spaces in the basement garage will be reserved and posted for the top five senior carriers.

C. On January 1st of each year management will provide Br. 20 with an updated

list of assigned postal parking spots in the basement garage. When or if additional spots become available in the basement garage, management will negotiate with Br. 20 for additional spots for letter carriers.

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:

B. All Br. 20 stewards will meet with their line supervisor(s), within their stations, for a minimum of one (1) hour weekly to: discuss and develop ways to constantly improve the labor/management relationship in the office; identify issues and concerns on the work-room 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 will be on the clock. The branch president and postmaster may attend these meetings without notice. Meetings may only be cancelled by mutual agreement between the parties.

On the Job Trainer:

Management and the Union will jointly select the On the Job Trainer (OJT).

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. The bidding procedure will be a manual bidding procedure.

B. Letter Carriers bidding for an assignment shall make a written sealed bid to the carrier supervisor. Bids will be handed to the carrier supervisor and receipts will be issued to the letter carrier when the bid is submitted.

C. An employee may designate another employee of the same craft to act as their proxy in the submission of a bid.

D. 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:

This section will be effective January 1, 2009.

Carriers desiring to try out vacant routes may do so commencing from the date the route becomes vacant through the end of the posting period.

Upon written application to the supervisor the requests will be filled on a first come first serve basis.

Copies will be provided to the local steward.

This will be a one day trial period with the exception of a utility assignment (Level 2) that will have a two days consecutive trial.

The utility carrier (Level 2) will not be removed from his/her regularly scheduled day to allow for a trial.

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 2 overtime desired lists as provided for in the National Agreement.

1. 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.

2. The second 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.

3. The overtime desired list for the letter carriers will be on an individual station basis with every effort being made to make overtime distribution equitable between the entire installation. Individual overtime lists will be created for the following:

(a) Main Office (Zones 2, 6, 8, 12 and

Parcel Post Section)

(b) Plaza Station (Zone 4 & 10)

(c) Lakewood Station (Zones 5 and 16)

4. Every effort will be made to utilize City Carrier Assistant Employees (CCA) in such a manner as to effect equitable distribution of overtime both within a station (scheduling them on certain days to reduce overtime) and between stations (scheduling them to a certain station to reduce overtime).

5. Carriers will be called in on their non-workday by going down the current column, starting where the list stopped the previous time.

6. The only acceptable reasons for carriers to refuse overtime will be: (a) Child care needs (b) Family medical emergencies and exceptional cases based on equity.

7. Management will, without exception, approach the carriers designated by the union on a daily basis to schedule necessary overtime.

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

When a letter carrier could not be personally contacted, the letters (N/A) shall be placed on the chart. An "N/A" shall not count as an opportunity 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. Reserve Regulars and Floaters may bid by seniority for vacant duty assignments if they are moved from

their assignments or if their assignments are not available when called in on overtime.

D. To avoid any misunderstandings, when a supervisor cannot reach a carrier by phone, to schedule them for overtime, the NALC steward or his/her designee will make a second call to verify the unavailability of the carrier within 10 minutes.

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 CCAs making regular during a quarter may add their name to the list up to 10 days from the date of making regular.

Posting Vacancies:

All vacant full-time routes and duty assignments, not covered under Article 41, Section 2.B., will be assigned by 11:00 am the day prior to the assignment. A copy of the completed schedule will be posted in each station by 1:00 pm. Unassigned CCAs will be scheduled daily to a station or unit.

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.

23. Other Miscellaneous Items.

Saturday Non-Scheduled Day:

When a Saturday non-scheduled day becomes available it will be bid installation wide by seniority. Bidding will occur when:

1. Another Saturday N/S day is given to the installation;

2. A route with a Saturday N/S day is put up for bid and the successful bidder is not the senior man in the installation entitled to a Saturday N/S day.

3. A route with a Saturday N/S day has been eliminated, the letter carrier on the route eliminated will keep his/her Saturday.

4. In the case of #2 above, the senior carrier in the installation will get the Saturday N/S day if they so desire and the successful bidder will have their choice of the non-workday that they had or the one assigned by management.

Non-Scheduled Day Other Than Saturday:

A. When a route becomes vacant, the carriers in the cycle in which the vacancy occurs will be canvassed by seniority for the vacant non-workday. When the canvassing is completed the remaining vacant assignment and the remaining non-workday will be posted together.

B. If a carrier loses their duty assignment they will have the option to keep their non-work day which they had.

Smoking Policy:

It is agreed that a past practice of carriers smoking on the workroom floor does exist in the Waterbury Main Post Office. Recognizing the hazard of passive smoke to non-smoking employees, it is agreed that smoking will be prohibited from the workroom floor and that carriers will be permitted a minimum of 1 break of reasonable duration for smoking per hour while in the office in a designated smoking area.

Bidding:

Bidding for route(s) or any letter carrier duty

assignment(s) shall be installation wide by seniority, rather than by station or unit.

Personnel Actions:

The personnel section shall forward to the Br. 20 President, or his designee, a copy of all personnel changes such as, but not limited to; hiring, transfers, terminations, promotions, etc.

Scheduling Reserve Regulars:

Between 8:30 am and 9:00 am each morning, Reserve Regulars may select assignments by seniority for their next workday, within the needs of the service.

Reserve Regulars may also select by seniority, unassigned routes, ie; sick leave, A/L, etc., the next workday, promptly at their starting time.

Reassigning Procedures Due to Overtime Scheduling:

If, due to an overtime call in, a carrier is to be moved from a station the following procedure will be followed:

1. Any non-career employee will leave the station;
2. Any CCAs will leave the station;
3. The Reserve Regular will leave the station;
4. The Floater will leave the station.

NALC Branch 20 Office:

Office space and furniture within the Waterbury Post Office will be provided for the exclusive use of NALC Br. 20's stewards ☒

