

LOCAL MEMORANDUM OF UNDERSTANDING

National Association of Letter Carriers Connecticut Merged Branch 20

**United States Postal Service
Waterford, 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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Local Memorandum of Understanding between USPS - Waterford, CT and NALC - Connecticut Merged Branch 20

1. Wash-up periods.

A reasonable amount of wash-up time shall be granted as needed to each carrier.

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 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 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.

Single day(s) within a bid week may not be cancelled.

E. Carriers will be granted annual leave up to the negotiated number allowed off when such leave is requested at least 24 hours in advance.

F. The number of carriers allowed off during the choice and non-choice periods will be calculated, based on the negotiated percentages, at the beginning of each postal leave year.

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):

1. Carriers, Including City Carrier Assistant Employees shall have a period of 3 calendar days to select their choice(s).

2. Selection shall be by seniority.

C. After all employees have been given an initial choice of up to 10 or 15 consecutive 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 by any carriers with leave available.

The following applies to the non-choice vacation period.

A. A minimum of 12.25% of the carrier work force, including CCAs will be granted 8 hours annual leave on any day outside the choice vacation period. In instances where figuring 12.25% of the total carrier complement 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.

B. Bidding procedure:

1. A notice will be posted by the first day of May for 15 calendar days soliciting bids for the non-choice vacation period, which runs from the end of the choice-period till the beginning of the choice-period 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. Requests made after the 15th of May for open days or weeks will be filled on a "first-come, first-served" basis, up to the beginning of the choice vacation period the following year. Leave requests made on the same day for the same requested leave date(s) will be approved by seniority. 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 Monday in May through the last Saturday 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 is a civic duty and not a vacation, therefore, it will not be charged to the number allowed off in the choice vacation period.

B. Attendance by 1 NALC Br. 20 member 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 18.5% of the total carrier complement, including CCAs. In instances where figuring 18.5% of the total career carrier complement does not result in a whole number, if the fractional results 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.

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. 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).

B. Management will reply indicating approval or disapproval a minimum of 10 calendar days prior to requested leave date(s). Requests for annual leave made less than 10 calendar days prior to date wanted will be answered within 24 hours.

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 the maximum extent possible

D. Part-time flexible employee non-volunteers by inverse seniority to the maximum extent possible, even if the payment of over-

time 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 Special and Express mail;

E. Router duties;

F. 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.

The carrier craft will receive available parking spaces in the Waterford Post Office parking lot.

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 by 1 carrier 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 given to the carrier supervisor. 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 five 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 bi-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) will retain their normal starting time for that day.

D. 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.

23. Other Miscellaneous Items:

Non-Scheduled Day:

A. Non-scheduled days shall be bid separate from the carrier's route or bid assignment. ☒

B. This provision does not apply to T-6 positions.

