## Memorandum of Understanding Between

### National Association of Letter Carriers Merged Branch 86, AFL-CIO



# And United States Postal Service

Avon, Connecticut 06001-9998

2023 - 2026



### Memorandum of Understanding for Local Implementation of the 2023-2026 National Agreement

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#### ADDITIONAL OR LONGER WASH-UP PERIODS

A reasonable amount of wash-up time will be granted to all carriers engaged in dirty work and/or work with toxic materials, in addition to incidents of personal need. Such wash-up time shall be part of the carriers normal work day.

The amount and frequency of wash-up time will vary with the circumstances in each individual case.

The amount of wash-up time granted to each employee shall be subject to the grievance procedure.

#### Item #2

#### THE ESTABLISHMENT OF REGULAR WORK WEEK OF FIVE (5) DAYS WITH EITHER FIXED OR ROTATING DAYS OFF

The letter carriers of the Avon, Connecticut Post Office will have fixed days off.

#### <u>Item # 3</u>

# 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

- A. Termination of Postal operations to conform to orders of local authorities or as local conditions warrant because of emergency conditions shall be based upon available information.
- B. Consideration shall be given to "Acts of God" such as storms, fire, floods, community disasters, and physical limitations that jeopardize the safety and health of employees. Situations must be general rather than personal in scope and must prevent groups of employees from working or reporting for work (As defined in the Employee and Labor Relations Manual).
- C. Every effort will be made to disseminate this information utilizing all available media.
- D. Every effort will be made to notify all employees as soon as possible when such weather conditions or disasters/disorders occur.

- E. The President of Merged Branch 86 or his/her designee will be notified of such termination or curtailment of operations. Such a decision to curtail or terminate Postal operations will be applicable only to those employees affected.
- F. Carriers will not be required to endanger their personal safety and health.
   Therefore, the following conditions will be applicable for curtailment of Postal Services:
  - 1. When ice and/or sleet storms make walking and/or driving hazardous.
  - When wind, snow, and/or cold could be detrimental to health or created hazardous driving.
  - When high winds create danger from falling trees and limbs, electrical wires and other falling or blowing objects.
- G. A letter carrier's safety shall supersede any other consideration. No letter carrier shall be required to enter any premises or perform any duties which he/she believes would result in bodily harm.
- H. The curtailment or termination of Postal procedures and operations due to any emergency will be made by the Postmaster for each individual situation.
- I. If a carrier calls local phone # 860.678.0525 with no response, then they will call the Postal Service Emergency Hot Line # 888.363.7462

### FORMULATION OF LOCAL LEAVE PROGRAM

- A. Annual leave will be granted on as liberal a basis as possible consistent with the needs of the service and sound business practices. Annual leave will be granted in accordance with Article 10 of the National Agreement.
- B. Vacation preference will be granted in order of seniority on a work unit basis, for work units in effect at the time of bidding. Work units will be defined as follows: Avon, Connecticut Post Office.
- C. Military leave taken during the choice vacation period will not be charged to the choice vacation period. Employees on military leave may be granted another period, provided that no other carrier is deprived of his first choice.
- D. Letter Carriers, including City Carrier Assistants, will make their first selection for the choice vacation period from ....
- E. Letter Carriers, including City Carrier Assistants, will make their second selection for the choice vacation period from ....
- F. See Item # 10 for notification procedures.

- G. First consideration will be given for granting annual leave for up to one (1) delegate to attend state conventions.

  The Union will submit to the employer the name of the delegate within thirty (30) days prior to the convention date.
- H. Carriers who become ill while on annual leave during the choice period shall be allowed to change the annual leave to sick leave and select another period of time that is vacant.
- In the event of death in the immediate family a carrier on annual leave during the choice period shall be allowed another selection that is vacant.
- J. Reposting of cancellations All cancellations shall be reposted as soon as the employer is notified of the cancellation. Cancellation will be for lack of annual leave. All other requests for cancellations must be in writing and meet with the approval of the Union and the employer.
  - When a vacant vacation week occurs during the choice period as a result of cancellation, those weeks will be posted and awarded within the unit by seniority.
  - 2. If a cancelled week is not bid, carriers shall have the opportunity to bid in increments of eight (8) hours.
  - 3. No letter carrier will be denied annual leave if the unit's quota for annual leave is not met.

- K. Management shall encourage the use of annual leave for rest and relaxation. Every effort shall be made to allow letter carriers off upon request. No letter carrier shall be refused emergency annual leave solely because it may cause overtime during the course of a service week. No letter carrier shall be refused annual leave because of a shortage of carriers due to the detailing of a letter carrier to a higher level assignment during the course of a service week.
- L. No letter carrier will be called into work on his/her non-scheduled work days while on vacation during the choice vacation period.
- M. No letter carrier will be denied annual leave in hours or days for any unbid choice vacation period.
- N. Emergency leave will be granted when the health, welfare and safety of an employee or family is involved.
- O. Military leave will not be counted as part of a carrier's selections for choice vacation period, nor will count against the Union quota for the choice vacation period.
- P. In the letter carrier craft, which includes Full-Time Regulars, Part-Time Flexibles and City Carrier Assistants, there will be a maximum of one (1) carrier allowed off each day, with a preference given to periods of five (5) days.

#### <u>Item # 5</u>

### THE DURATION OF THE CHOICE VACATION PERIOD(S)

The last Monday in May through the second Sunday in October.

#### **Item # 6**

#### THE DETERMINATION OF THE BEGINNING DAY OF AN EMPLOYEE'S VACATION PERIOD

Vacation during the choice vacation period shall start on Monday at 12:01am and end on Sunday at 12:00pm

#### **Item #7**

#### WHETHER EMPLOYEES AT THEIR OPTION MAY REQUEST TWO (2) SELECTIONS DURING THE CHOICE VACATION PERIOD, IN UNITS OF EITHER 5 OR 10 DAYS

A. An employee may, at his/her option, request two (2) selections during the choice vacation period in units of five (5) or ten (10) or fifteen (15) consecutive working days; however, his/her seniority will be used in one selection. After all carriers have had an opportunity to select their vacation period, the list will then be presented, by seniority, to the carriers

- for a second choice. Such selections shall not exceed the total number of weeks the employee is entitled to during the period with concurrence of the Union.
- B. Once an employee has been notified of the weeks available, he/she will be allowed three (3) scheduled work days to make their selection. If an employee has made no selection at the end of three (3) scheduled work days, the selection list will be passed on to the next senior employee and the process will continue. Employees not available to make their selection will be notified by the employer, by phone, or by certified mail, and allowed the same amount of time from the date of receipt to respond. If an employee does not respond, the selection list will be passed on to the next senior employee and the process will continue. Employees equal to the number or percentage allotted off during the choice period within the unit will be contacted.
- C. Any employee who has either voluntarily passed up his/her selection or did not make a selection in the time allotted may make a selection only after all employees have been afforded their first opportunity.

# WHETHER JURY DUTY AND ATTENDANCE AT NATIONAL AND STATE CONVENTIONS SHALL BE CHARGED TO THE CHOICE VACATION PERIOD

- A. Absences of employees selected for jury duty or attending a National or State Convention of his/her craft will not be charged to the choice vacation period, and will be in addition to the number allowed off on annual leave.
- B. Letter carrier will be allowed schedule change for jury duty. This includes daily hours and non-scheduled days so as the letter carrier schedule will be the same as his/her jury duty schedule.

#### **Item #9**

#### DETERMINATION OF THE MAXIMUM NUMBER OF EMPLOYEES WHO SHALL RECEIVE LEAVE EACH WEEK DURING THE CHOICE VACATION PERIOD

The maximum number of carriers, which includes Full-Time Regulars, Part-Time Flexibles and City Carrier Assistants, who shall receive leave each week during the choice vacation period shall be one (1) of the carriers on the rolls as of February 1st of each year.

When vacant weeks occur during the choice vacation period, those weeks will be offered within the Avon Post Office. The vacant weeks will be posted for employees.

#### <u>Item # 10</u>

## THE ISSUANCE OF OFFICIAL NOTICES TO EACH EMPLOYEE OF THE APPROVED VACATION SCHEDULE FOR SUCH EMPLOYEE

- A. Employees will be notified by posting of the first choice selections no later than March 2nd. Employees must be notified by posting the final vacation schedule in stations no later than March 21st or the first Friday in April, whichever is later. A copy of the annual leave schedules is to be furnished to the NALC, Merged Branch 86, by mail simultaneously with the posting of the schedules. A copy of the station vacation schedule will be furnished to the station Steward.
- B. PS Form 3971 will be submitted in duplicate by each carrier one (1) week prior to the effective date of scheduled leave. A copy will be returned to the carrier.

#### DETERMINATION OF THE DATE AND MEANS OF NOTIFYING EMPLOYEES OF THE BEGINNING OF THE NEW LEAVE YEAR

The employer shall, not later than November 1<sup>st</sup>, publicize on bulletin boards and by any other appropriate means, the beginning day of the first full pay period of the calendar year.

#### Item # 12

#### THE PROCEDURES FOR SUBMISSION OF APPLICATIONS FOR ANNUAL LEAVE DURING OTHER THAN CHOICE VACATION PERIOD

- A. Submission of PS Form 3971 after
  December 1st for period beginning
  the new leave year in January to the
  beginning of the prime time period.
  Submit 3971 not prior to August 1st for
  the period which encompasses the end of
  prime time through the end of the leave
  year.
- B. During the non-choice vacation periods, one (1) carrier, which includes Full-Time Regulars, Part-Time Flexibles and City Carrier Assistants, will be guaranteed leave at the same time. Additional requests for single or partial days of annual leave will be approved if there are a sufficient number of replacement

employees available and the use of overtime is not required. Employees may consider the application for annual leave approved unless they are notified otherwise within two (2) days, excluding Saturday, Sunday and holidays, after receipt of the application by the Supervisor.

C. For annual leave other than for the choice vacation period, employees requesting annual leave, by submitting form 3971 by Tuesday, 9:00am of the prior week shall be given a decision within 48 hours under normal conditions. Failure to answer within 48 hours will automatically result in the granting of the leave.

#### Item # 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 provided that such scheduling produces a work force which meets the operating skill requirements of the holiday or designated holiday:

A. All part-time flexible employees to the maximum extent possible regardless of the necessity to pay overtime premiums.

- B. 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.
- C. City Carrier Assistant employees. (This language will replace the language which refers to "TE's as this category of employee no longer exists. As in your current LMOU, this language will appear inbetween the provisions for volunteers and non-volunteers.
- D. All full-time regular employees who did not volunteer to work their holiday in inverse seniority order.
- E. If, after the posting period, a need develops for additional or replacement employees, employees shall be selected according to the same order as above.

#### <u>Item # 14</u>

#### WHETHER "OVERTIME DESIRED" LISTS IN ARTICLE 8 SHALL BE BY SECTION AND/OR TOUR

- A. The overtime desired list for the carrier craft.
- B. Employees desiring to work overtime shall place their names on either the "Overtime Desired" list or the "Work Assignment" list during the two weeks prior to the start of the calendar quarter, and their names shall remain on the list until such time as they remove their

names from the list. Employees may switch from one list to the other during the two weeks prior to the start of the calendar quarter, and the change will be effective beginning that new calendar quarter.

- C. After the quarter has begun, any overtime necessary will be given to those of the overtime desired list in such a manner that by the end of the calendar quarter the opportunity for overtime will have been offered to all applicable carriers in an equitable manner, daily and non-scheduled days. The procedure shall be to start at the top of the list (in order of seniority) and move downward in a rotating manner. The opportunities for overtime and the hours worked will be totaled weekly and carried forward to the next week's sheet.
- D. In order to ensure equitable opportunities for overtime for all employees on the overtime desired list, the employer will contact those employees who are on annual leave or sick leave the day prior to their non-scheduled day when overtime is available for those employees. Employees on annual leave the day prior to and the day after their non-scheduled day will not be contacted.

- E. All opportunities for overtime and hours worked on overtime will be recorded. In addition to the opportunities taken and hours worked, opportunities refused and hours lost will be recorded as though taken and will be written in "red", indicating "refused". The refused opportunities and lost hours will be totaled with hours actually taken.
- F. The totals from one quarter's overtime desired list will not be carried forward to the next quarter's overtime desired list.
- G. Carriers on the overtime desired list will not be dropped from the list for refusing overtime. If the Supervisor accepts the reason given for the refusal, he will record the opportunity and hours lost as though taken. If the Supervisor needs a carrier and there are none on the overtime desired list, he may order a carrier in inverse seniority to take the overtime. A carrier has the right to remove his/her name from the overtime desired list during the quarter. However, the carrier can only place his/her name back on the overtime desired list in accordance with Article VIII, section 5A of the National Agreement.
- H. In order for a carrier to be charged with an overtime opportunity, the carrier must be actually contacted and refuse the opportunity.
- Only carriers who have indicated "yes" will have their names placed on the overtime desired list.

- J. When a carrier serves as an acting Supervisor on an extended detail, that employee may not be assigned to perform bargaining unit work on overtime either daily or non-scheduled day. To be assigned bargaining unit work on overtime, an acting Supervisor must voluntarily terminate the detail. However, the detail of an acting Supervisor will not be terminated to circumvent the above.
- K. Letter carriers with medical restrictions will be allowed to place their names on the overtime desired list and work overtime in accordance with restrictions.

# THE NUMBER OF LIGHT DUTY ASSIGNMENTS WITHIN EACH CRAFT OR OCCUPATIONAL GROUP TO BE RESERVED FOR TEMPORARY OR PERMANENT LIGHT DUTY ASSIGNMENT

- A. The method to be used in reserving light duty assignments within the carrier craft will be to place them on the same tour whenever possible and on an as needed basis
- B. The employer agrees to put up to one (1) incapacitated carrier on light duty assignment within the carrier craft providing work is available.

#### Item # 16 & # 17

## ASSIGNMENT OF ILL OR INJURED REGULAR OR SUBSTITUTE EMPLOYEES

A. Request for temporary or permanent light duty will be put into writing and submitted to the installation head for approval. The request will be supported by medical proof of illness or injury and, if possible, state the anticipated duration of the convalescence in order to be allowed light duty.

- B. Once approved, the employer will establish positions consisting of eight (8) hours, which will be designated as light duty assignment for letter carriers. In normal letter carrier tour if practical.
- C. In the event there is no or insufficient light duty assignments available in the letter carrier craft, carriers may be assigned to other duties on tours 1 and/ or 3 for additional hours in the Hartford M.S.C.
- D. The Postmaster will make every effort to employ letter carriers in their own office for light duty assignments.
- E. Identification of light duty assignments. Light duty assignments within the Avon Post Office for letter carriers may include, but not be limited to:
  - 1. Casing mail on his/her route;
  - 2. Casing mail on routes assigned by the Supervisor;
  - 3. Assisting routes by setting up mail and flats;
  - 4. Re-labeling carrier cases;
  - 5. Coverage of suitable collection routes;
  - 6. Re-writing carriers' route books;
  - 7. Labeling inside of apartment boxes;
  - 8. Training new employees when, in fact, training is done at the station level:
  - 9. Keeping 3982's up to date where the regular carriers are out on extended absences:

- 10. Delivering parcel post on overburdened routes when it is medically approved and not in conflict with the physicians' orders;
- 11. Answering phone calls within the delivery unit.
- F. Management shall explore ways and means with the Union to make adjustments in normal assignments to convert them to light duty assignments without seriously affecting the production of the assignments.
- G. The Installation head will show consideration for full-time regular or part-time flexible employees requiring light duty assignments giving each request careful attention and will reassign such employees to the extent possible in the employee's office. When a request is denied, the employee will be notified in writing and the reason for the denial stated.
- H. If light duty is available in another craft, the President of the craft concerned will be invited to the discussion prior to the assignment when possible.
- When members of another craft will be given light duty within the carrier craft, the President of Merged Branch 86 will be notified prior to the assignment when possible.
- Letter carriers will be allowed to case mail on their regular duty assignment if such casing meets with medical restriction prior to being assigned other duties.

# THE IDENTIFICATION OF ASSIGNMENTS COMPRISING A SECTION, WHEN IT IS PROPOSED TO REASSIGN WITHIN AN INSTALLATION EMPLOYEES EXCESS TO THE NEEDS OF A SECTION

- A. A section shall be defined as a unit throughout the Avon Post Office. It is agreed that the Avon Post Office shall be known as an installation.
- B. When a letter carrier route or full-time duty assignment other than the letter carrier route(s) or full-time assignments or 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 assignments was abolished shall be posted for bid within the section using seniority in awarding bids.

### THE ASSIGNMENT OF EMPLOYEE PARKING SPACES

Management agrees to provide employee parking.

#### Item # 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

Attendance at Union functions by Union officers and duly elected delegates will not be included in the number of carriers off during the choice period.

#### THOSE OTHER ITEMS WHICH ARE SUBJECT TO LOCAL NEGOTIATIONS AS PROVIDED IN THE CRAFT PROVISIONS OF THIS AGREEMENT

- A. The carrier may use stools while casing mail and performing other office duties, provided the use of such stools does not interfere with or affect efficiency and standard job performance.
- B. The employer will not assess or hold a carrier responsible for incorrect fees collected on mail improperly rated prior to being distributed to the carrier, who is expected to exercise reasonable care and judgment in the matter.
- C. The employer will not assess or hold a carrier responsible for faulty checks accepted in payment of Postal fees or Postal charges provided the carrier follows regulations governing the acceptance of checks.
- D. The Supervisors shall not require nor permit employees to work off the clock.
- E. The use of telephones by authorized Union officials and Stewards for local calls relating to the administration of the National Agreement shall be allowed.

- F. All letter carriers assigned to a route with which they are not familiar will be allowed a reasonable period to familiarize themselves with the route and to become proficient.
- G. The employee, upon request, will be provided a form 3996, carrier auxiliary control, after the Supervisor has been verbally informed as to the reason for the request. The employee shall not be denied the form and, upon request, a duplicate of the completed form will be provided the employee.
- H. When the employer requires the use of certain supply items for the proper performance of a carrier's functions such items will be supplied by the employer.
- I. Carriers shall not finger mail when driving or when walking up or down steps or curbs, when crossing streets, or at any time it would create a safety hazard to the carriers or the public. Consistent with the efficiency of the operation, mail shall be placed in delivery sequence in a bundle(s) during strapping out. The employer shall not be required to conduct a special count or route inspection as a result of this agreement.

- J. The employer agrees that except in matters where there is reasonable cause to suspect criminal activity, Postal Management or Inspectors shall not inspect lockers unless the employee or a Union representative has been given the opportunity to be present. For a general inspection, in which a number of lockers are to be inspected, where employees have had prior notification of at least a week, the above is not applicable.
- K. The NALC will be informed concerning changes in existing regulation relating to the duties and functions of city carriers. Further it is agreed that when changes or a substantive nature are made, they will only be made in accordance with the contractual obligations already binding upon the parties under Article XXXIV work and time standards.

#### L. Wearing of uniforms

- 1. All letter carriers shall wear whichever official uniform is most appropriate to the weather and the individual carrier's needs. There is no seasonal uniform
- After discussion between
   Management and a carrier who is
   not wearing a complete uniform, it
   is determined that the carrier had
   good reason, no action shall be
   taken against the carrier. Reasonable
   justification shall be afforded
   Management before action is
   considered

- M. A Labor-Management meeting will be held once quarterly, or when requested by either party. The date and time will be mutually agreed to, but no later than two (2) weeks from the date either party receives a request to hold such a meeting. The Union shall be entitled to one (1) representative on the clock at these meetings. Additional representatives will also be allowed.
- N. At a time selected by the Union, letter carriers will decide whether to take their breaks on the street, or one in the office and one on the street. This will be done once a year.
- O. It is the responsibility of every
  Supervisor to live up to the intent of
  the provisions outlined in the National
  Agreement concerning the grievance
  procedure. A Steward should be allowed
  to investigate a grievance within three
  (3) days upon notification or request of
  the Supervisor. It is the Supervisor's
  obligation to make time available. Only
  in cases of very unusual circumstances
  should the three (3) day limit be
  extended.

#### LOCAL IMPLEMENTATION OF THIS AGREEMENT RELATING TO SENIORITY, REASSIGNMENTS AND POSTING

All notices of vacancy in assignments shall remain posted for ten (10) days except in the months of June, July and August during which notices of vacancies shall remain posted for fifteen (15) days. Exceptions to the above may be made after consultation with the Union. Posting and bidding for duty assignments shall be installation wide except as eliminated in item 18.

- A. Route regulars: work on the same established route each day, including non-scheduled days.
- B. Utility carriers: work on routes covering non-scheduled days by bid.
- C. Duration of absences he/she shall work assignment for its duration (five (5) days or more) of absence.
- D. Scheduled absences of less than five (5) days – seniority must be used to the maximum extent possible in scheduling available hours of work for periods of less than five (5) days in determining preferences for assignments when an individual has already been scheduled for leave.
- E. Swapping of bid positions among regulars is not permitted.

- F. Bids must be in the personnel office by the time and date stated on the bid notice. There will no deviation from this agreement. A Union representative must review the bids within five (5) working days prior to the posting of the bids will be posted.
- G. To withdraw a bid, the personnel section must be notified in writing prior to the closing time and date of the bids. To renew a bid that was withdrawn, a new bid must be submitted to the personnel section prior to the time and date of closing. Bids submitted will be acknowledged by a receipt.
- H. No carrier shall obtain a position A + B unless he/she bids for it and they are the senior carrier bidding. In the event there is no bid for a vacancy, the junior full-time carrier without a bid and not on a hold down assignment, will be assigned to that vacancy as a permanent assignment until such time they are designated as a successful bidder. This assignment will not be considered as one of the employee's five (5) bids.
- Seniority shall be the date shown on the official seniority list issued by the personnel section. It is incumbent upon the employer to see that the date is correct.

- J. Saturday off is a preferred day and is granted by seniority, installation wide. Those carriers refusing or accepting Saturday off must notify the manager of delivery and collection when and if they do or do not want Saturday off. If a carrier refuses Saturday off and wishes to reapply he must notify the Manager of delivery and collection in writing.
- K. A letter carrier's route may be posted for bid if there is a change of more than one (1) hour in the starting time of the letter carrier's route. The letter carrier will have the option of accepting the change in starting time of more than one (1) hour or allowing the route to be posted for bid installation wide.
- L. When the regular carrier is called in on his off day to work his own route, he bumps the utility carrier to one of the other four routes is his string of routes. To enable the utility carrier to achieve the essence of his bid assignment, he will be allowed to displace an employee who has opted to cover an assignment under the provisions of Article 41, section 2, 3, 4, and 5 as long as such route is one of the utility carrier's string of routes and if none of the other routes in his string are available.
- M. Letter carrier doing training of new employees or retraining of employees will receive high level pay, level 6 or higher, depending on training. This includes on-the-job trainers (O-J-I).

N. In the event a regular route letter carrier works his/her non-scheduled work day. for route work, that carrier shall be assigned to his/her own assignment. Utility carriers working their nonscheduled work day, or "bumped" from their normal route assignment will be assigned, at their preference, to any route within their string not held down by a regular route carrier. If no route is available in the utility carrier's string, the utility carrier shall be assigned outside the string in the same manner. Any part-time flexible carrier "bumped" by a regular route carrier, or utility carrier will be assigned to any vacant assignment.

This Local Memorandum of Understanding is entered into on May 30, 2025 at the Avon Post Office between representatives of Branch 86 of the National Association of Letter Carriers and the United States Postal Service. This is effected pursuant to local implementation provision of the 2023 - 2026 National Agreement.

For the Union:

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Hartford, Connecticut

For the United States Postal Service

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#### NOTES