## Memorandum of Understanding Between

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



## And United States Postal Service

Bristol, Connecticut 06010-9998

2023 - 2026



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

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#### **WASH-UP TIME**

Wash-up time will be granted to all letter carriers engaged in dirty work and/or work with toxic materials.

A maximum of five (5) minutes will be allowed and annotated on line 21 of P.S. forms 1838, and 1840, and credited as part of the eight (8) hour evaluated work during route inspections and adjustments.

#### **ITEM #2**

## ESTABLISHMENT OF REGULAR WORK WEEK

The Carriers of the Bristol Post Office will have fixed days off.

# 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. The union will be advised of the decision and how it was reached.
- 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 means.
- 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 (local steward) will be notified of such termination or curtailment of operations. Such a decision to curtail or terminate Postal Operations will be applicable to those employees affected.

#### F. Safety and Health

#### 1. Meetings:

A joint Labor/Management Safety & Health Committee shall be established as provided for in Article XIV of the National Agreement. The President of Merged Branch 86 or his/her designee shall serve as a committee member. Merged Branch 86 and the Employer shall endorse and actively support the rules and regulations for promoting a proactive Safety and Health Committee. Meetings of the committee shall be held on official time as deemed necessary by the committee, but at least quarterly. Special meetings of the Safety & Health Committee may be called by either party in emergency situations. Also, a copy of the minutes shall be mailed to the offices of NALC Merged Branch 86.

#### 2. Safety Conditions:

The safest working conditions possible shall prevail. Both parties will cooperate to the fullest extent in their continuing objective to eliminate accident and safety hazards. Every precaution shall be used for the safety of employees during the hours of employment.

#### 3. Safe Vehicles:

No vehicle shall be placed in service or permitted to be operated unless it is in safe condition. The Postal Service does not condone Supervisors ordering Employees to perform duties or functions that are in violation of Federal Laws, postal regulations, or which may constitute a health or safety hazard to themselves or others.

#### FORMULATION OF A LOCAL LEAVE PROGRAM

- A. 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: **Bristol Post Office**.
- B. Military leave shall not be charged to the Choice Vacation Period.
- C. Solicitations for Choice Vacations will begin February 1st and be completed by March 10th.
- D. See Item #10 for notification procedures.
- E. First consideration will be given for granting Annual Leave for up to three (3) delegates to attend the state convention. The Union will submit to the Employer a list of these delegates thirty (30) days prior to the convention date.
- F. Carriers who become ill while on Annual Leave during the choice period shall be allowed to change the Annual Leave, upon presentation of acceptable documentation, to sick leave and select another period of time that is vacant.

- G. In the event of death in the immediate family or spouse's immediate family, a carrier on annual leave during the choice vacation period shall be allowed another selection that is vacant, and will not be charged towards the annual leave quota.
- H. Choice Vacation Annual Leave cancellations will be allowed with the concurrence of the Supervisor and the NALC Steward, with at least 14 days advance notice. All cancellations of Annual Leave will be issued to the next senior carrier that was denied, if any, or will be reposted for bidding among those carriers who are junior to the employee who canceled his/her Leave.
- I. The minimum % of the carrier work-force allowed off up to (8) hours of AL each day outside the choice vacation period will be 8.5% as of February 1st of each leave year. The minimum % does not apply to the same day requests or requests for annual leave during the month of December. The number allowed off on annual leave will be treated as follows: .49 rounded down; .50 rounded up. In the month of December, excluding the prime time period, minimum of three (3) carriers. Leave used for Military purposes by more than (2) two employees will count towards the minimum %.

#### FMLA LEAVE

Annual Leave taken under the provisions of the Family and Medical Leave Act will NOT count as part of a carrier's selections for choice period, nor will it count against the minimum % or number of carriers allowed off on Annual Leave.

- J. No Letter Carrier shall be refused Annual Leave because of a shortage of Carriers due to detailing of a Letter Carrier to a higher level assignment during the course of a service week.
- K. No Letter Carrier will be called into work on his/her non-scheduled work days while on vacation during the choice vacation period.
- L. Carriers donating blood will be given (2) hours blood leave at the end of the tour and will receive priority leave. Other requests for blood donor leave will be approved if reasonable.
- M. Any employee using military leave may choose to take the leave day by day and if need to, may request for changes of their non-scheduled days. If the employee is on the Overtime Desired List while on military leave, they will be charged "unavailable" for equitability purposes.
- N. Emergency leave may be granted at any time.
- O. During prime, any day not reaching the maximum allowable percentage off on annual leave will result in a minimum of the non prime time allowed off for that year.

#### P. Sick and Injury call:

When a full-time regular, or part-time flexible city letter carrier, or City Carrier Assistant is incapacitated due to illness, injury or an emergency, he/she, or their agent should call the Direct to the supervisor using the carrier phone number (860-589-2928). All employees should call at least one (1) hour prior to his/her reporting time.

#### **ITEM #5**

#### DURATION OF CHOICE VACATION

The Choice Vacation Period will be from the 3<sup>rd</sup> Sunday in May through the 2<sup>nd</sup> Saturday in September. Also, the calendar week of December 26<sup>th</sup> thru January 1<sup>st</sup> will be included in the prime time vacation period.

#### **ITEM #6**

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

Vacations during the Choice Vacation Period shall start on Sunday 12:01 A.M. and end on Sunday at 12:00 P.M. The choice vacation percentage will apply for the time frame of December 26<sup>th</sup> thru January 1<sup>st</sup>.

#### EMPLOYEES OPTION TO REQUEST TWO (2) SELECTIONS DURING THE CHOICE VACATION PERIOD IN UNIT OF 5 OR 10 DAYS

- A. Carriers who earn 13 days of Annual Leave per year shall be granted:
- 1. One Choice of up to 10 continuous days or,
- 2. Two separate choices of 5 continuous days.
- B. Carrier who earn 20 to 26 days of Annual Leave per year shall be granted:
- 1. One choice of up to 15 continuous days off or,
- 2. Two separate choices of one (1) choice of five (5) continuous days and the other choice of ten (10) continuous days.
- C. Once an employee has been notified of the weeks available, they will be allowed three (3) scheduled work days to make their selection. If an employee has made no selection at the end of the 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 with union verification, 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.
- D. 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 Carriers will be allowed schedule changes for Jury Duty. This includes daily hours and non-scheduled days, so as the Letter Carriers schedule will be the same as his/her Jury Duty schedule.

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

A maximum of 18% of the carrier workforce as of February 1 of each leave year shall receive leave each week during the Choice Vacation Period, rounded to the nearest whole number (.49 rounded down; .50 rounded up).

#### **ITEM #10**

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

A. Employees will be notified immediately upon picking his/her choice. No later than March 17, a copy of the Annual Leave schedule is to be furnished to the NALC, Merged Branch 86, by mail simultaneously with the posting of the schedule. 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.

#### **ITEM #11**

#### 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, publicize on the bulleting boards and by other appropriate means, the beginning date of the new leave year, which shall begin with the first full pay period of the calendar year.

#### **ITEM #12**

#### THE PROCEDURE FOR SUBMISSION OF APPLICATION FOR ANNUAL LEAVE DURING OTHER THAN THE CHOICE VACATION PERIOD

A. Form 3971 must be submitted in duplicate at least 90 days prior to the time desired in order to be honored by seniority. A minimum of 8.5% will be allowed off each day. A carrier's nonscheduled day may be requested as the first day of the Annual Leave request.

- A minimum of 8.5% will be allowed off up to 8 hours Annual Leave each on a daily basis. All P.S. Form 3971's will be made out in duplicate and handed to the carrier supervisor.
- B. Seniority will also prevail for time requested for the same daily request. Request should be submitted on P.S. Form 3971 in duplicate and handed to the supervisor by 7:45 A.M. with carrier being notified by 8:30 A.M. if request is approved. A request submitted after 9:00 A.M. of the previous day will be considered as a same day request. The minimum daily percentage will not apply to same day requests.
- C. On a first come, first served basis, Annual Leave outside the Choice Vacation Period and less than 90 days in advance, may be requested by submitting a P.S. Form 3971 in duplicate and handed to the Carrier Supervisor. A decision shall be given in 24 hours.
- D. Carriers may cancel scheduled AL only with concurrence of the local union steward and management.
- E. The minimum 8.5% of carriers granted Annual Leave outside the prime choice vacation as in Item 4.I, may be rounded up to include one (1) additional carrier receiving A/L, if the total hours of carriers scheduled for leave on that particular day are "40) hours or less."

#### HOLIDAY SCHEDULING

The following sequence will be followed when scheduling employees to work on a holiday or designated holiday, provided that such scheduling procedures a work force which meets the operating skill requirements of the holiday or designated holiday:

- 1. Part-time Flexible Employees to the maximum extent possible, even if the payment of overtime is required.
- All Full-time Regular Employees and Part-time regular employees who possess the necessary skills and have volunteered to work either their holiday, designated holiday, or their non-scheduled day shall be combined into a single group, ranked in seniority order, and selected in senior order.
- 3. City Carrier Assistant employees will be scheduled to the maximum extent possible, regardless if the payment of overtime is required.
- 4. All Full-time Regular Carriers who did not volunteer to work their non-scheduled day in inverse seniority order.
- All Full-time Regular Employees who did not volunteer to work their holiday in inverse seniority order.
- 6. If, after the posting period, a need develops for additional or replacement employees, employees shall be selected according to the same order as above.

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

- A. The Overtime Desired List for the City Carrier Craft will be by installation, herein defined as Bristol, CT.
- 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. Part Time Flexible and/or City Carrier Assistants promoted to regular status during the course of a calendar quarter will have a one-time opportunity to sign either of the overtime Desired Lists. Signing either list provides these employees with overtime distribution equitability only for the length of time he/she has been on the list, and not the entire calendar quarter.

## ASSIGNMENT OF ILL OR INJURED REGULAR OR SUBSTITUTE EMPLOYEES

- A. The method to be used in reserving Light Duty Assignment 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 incapacitated carriers on light duty assignments within the Carrier craft, within his/her medical restrictions, whenever possible.

#### ITEM # 16, & #17

#### LIGHT DUTY ASSIGNMENTS, IDENTIFICATION AND RESERVATION

#### A. Light Duty Assignments:

1. It is agreed that Light Duty
Assignments within the Carrier craft
will be established as follows, but not
limited to:

Collections Express Mail Delivery

Labeling cases Priority Mail Delivery

Casing mail Parcel Delivery

- B. Assignment to Light Duty:
  The Postal Service's part to this
  agreement is the establishment of a
  committee to assist an ill or injured
  employee and to determine their needs
  as well as to prepare their written
  request for light duty. It is agreed that
  the Installation Head shall consult with
  a designated representative of the craft
  to which his/her assignment is proposed
  and the designated representative of the
  employee's own craft to effecting the
  assignment.
- C. National Agreement Article XIII: Article XIII of the National Agreement in its entirety will pertain to the assignment of ill or injured work force employees.
- D. Letter Carriers will be allowed to case mail on their regular duty assignment, if such casing meets with medical restrictions, prior to being assigned other duties.
- E. Limited Duty
  Limited Duty assignments will be
  done on PS 2499 with the latest CA-17
  restrictions. Management will inform
  the union before sending any Limited
  Duty Carrier home because of no work
  available within the injured employees
  restrictions.

#### IDENTIFICATION OF ASSIGNMENTS COMPRISING A SECTION AND POLICY FOR REASSIGNMENTS WITHIN AN INSTALLATION OR ZONE EMPLOYEES EXCESS TO THE NEEDS OF THE INSTALLATION OR ZONE

- A. It is agreed that the Bristol, CT Post Office shall be known as an Installation.
- B. When a Letter Carrier route or Full-time Duty Assignment, other that the Letter Carrier route(s) or Full-time Duty assignment(s) of the junior Employee(s), is abolished at the delivery unit as a result of, but not limited to, route adjustments, highway building, or 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/were abolished shall be posted for bid within the section, using seniority in awarding bids.

#### **ITEM #19**

#### **PARKING**

A. Management will determine the number of extra parking spaces available after the needs of postal customers are fulfilled. The extra parking spaces will be allotted to the NALC on a pro-rated basis. Parking spaces allotted to the NALC will be assigned by the NALC.

B. There will be two (2) parking spots located at the end of the "customer parking lot" designated as "NALC Union Steward Parking".

#### **ITEM #20**

## ATTENDANCE AT UNION ACTIVITIES VS. VACATIONS

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.

#### **ITEM #21**

#### **OTHER ITEMS**

#### A. Wearing of uniforms:

- All Letter Carriers shall wear whichever official uniform is most appropriate to the weather and the individual Carrier needs. There shall be no seasonal uniform.
- A Carrier's physical comfort and weather conditions will govern the uniform of the day and providing the uniform conforms to U.S. Postal Service regulations at all times.
- B. Union Officials will be allowed to use telephones to conduct business relating to their duties. Permission will be obtained from the Supervisor. Union Official will provide Management with the telephone # called so fees may be collected.

- C. At a time selected by the Union (during July of each year of the life of the contract), Letter Carriers will decide whether to take their breaks on the street or one in the office and one on the street.
- D. It is the responsibility of every
  Supervisor to live up to the intent of
  the provisions outlined in the National
  Agreement concerning the grievance
  procedures. A Steward should be
  allowed to investigate a grievance within
  three (3) days. 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.

#### E. Training - Article XVII

- A new Carrier shall be trained on the clock in the proper procedures of his craft duties.
- 2. Training will include, but will not be limited to the following:
- a. Layout of Carrier case.
- b. Casing mail.
- c. Office procedure and street time
- d. Proper way to deliver mail.
- e. Use of all forms.
- f. His/her duty assignment.

g. The training of new carriers, Career or CCA's, will be conducted by a Letter Carrier that has successfully completed the Trainer Academy Course. Career Carriers, to include T-6, will be chosen by the union and management, and will have four qualified employees for the task of training new carriers. The training of a new carrier shall be completed within (90) ninety days of his/her appointment.

#### F. Work Policy:

- Regular carriers must not report ahead of schedule on his/her route unless authorized by a supervisor.
- All instructions related to the use of P.S. Form 3996 will be determined by the supervisor.
- 3. The employer will ensure that no letter carriers work off the clock.
- The "all-up call" will be determined by local management. No carrier will leave for his or her street duties prior to this.

### G. Routes – Counts – Inspections – Adjustments:

 The employer shall furnish a copy of Form 1840 and 1840A to the Carriers after completion of route inspections but before route adjustments. 2. Before placing route adjustments into effect, Carrier suggestions will be solicited and considered. Carrier suggestions will be solicited during his tour but not while the Carrier is casing the morning mail.

#### H. Satchels:

- All Full-time and Part-time Flexible Carriers will be assigned a satchel. In the case of those Carriers who have carts, two (2) satchels will be assigned.
- The Union shall be notified of any change in the carrier craft complement policy, and the hiring of CCA's (City Carrier Assistant).
- J. A Labor/Management meeting will be held bi-monthly, 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.

#### **ITEM #22**

## PRINCIPALS OF SENIORITY, POSTING AND REASSIGNMENTS

- A. Route Regulars: Work on the same established route each day.
- B. Carrier Techs: Work on routes covering non-scheduled days by bid.

- C. Swapping of bid positions among regulars is not permitted.
- D. No assignments will be re-posted unless an error was made in posting.
- E. No Carrier shall obtain a position A and 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. This assignment will not be considered as one of the employee's (7) bids allowed under the provisions of the 2006-2011 National Agreement.
- F. A letter carrier route may be posted for bid if there is a change of more than one (1) hour in the starting time of the route. The carrier assigned to the route will have the option of accepting the change in starting time of more than (1) hour or allowing the route to be posted for bid installation wide.
- G. Work assignments of part-time employees with flexible schedule:
  - All Part-time Flexible and City Carrier Assistants will rotate Holiday and/or Sunday work regardless of stations assignments.
  - 2. Mutual swaps may be allowed if sanctioned by a Supervisor.
  - 3. Rotation schedules may be altered only in case of emergency.

#### H. Biding and Posting:

- Upon request by the carrier, management shall notify in writing by means of a certified letter with return receipt, all carriers on Annual Leave or Sick Leave of a new assignment or vacant assignment.
- 2. Posting of a new or vacant assignment (with fixed day off) shall be made within 5 working days and remain posted for 7 calendar days.
- 3. The successful bidder will be assigned on the 1<sup>st</sup> day of the next pay period.
- 4. A foot or mounted Carrier, after becoming the successful applicant, may have a trial period of 3 actual working days on a new assignment before canceling his/her bid and returning to his/her previous assignment. A Carrier Technician (T-6) will be allowed 5 working days as a trial period. No request or bid cancellations beyond the trial period on assignment will be honored. The successful applicant's previous assignment will not be posted until the expiration of the trial period. In the event the successful applicant cancels his/her bid, the bidder with the next highest seniority shall be awarded the assignment, etc.
- 5. An up to date seniority list will be posted every 6 months. The list will include all classifications of city carriers.
- 6. A route schedule must also be maintained with a listing of all regular and auxiliary

- routes, showing starting time, leave time, return time and ending time.
- 7. Should Shared Services assume responsibility for the posting of bids during the life of this LMOU, the parties agree to open this section of the LMOU for purposes of bringing it into compliance with Shared Services' rules and regulations.

#### I Non-Scheduled days off:

- Saturday and Monday are designated as preferred days off, and will be awarded and maintained by seniority.
- 2. After local management determines the number of city letter carriers to be allowed off each day of the week, bidding for N/S days will commence. For purposes of maintaining the essence of T-6 assignments, management will ensure that the same number of carriers as possible are off each day of the week. Any left over days will be assigned either Saturday or Monday, with any remaining to be assigned by management.
- 3. Non-Scheduled days off will be re-bid annually with solicitations starting on January 2<sup>nd</sup> of each year. Followed immediately by T-6 (carrier technician) re-bidding new N/S days and new T-6 strings will take effect on the first Saturday of the first pay period that begins in February.
  - 4. Management may call for a re-bid of N/S days when it deems it is necessary to protect the efficiency of the operation.

This Local Memorandum of Understanding is entered into on June 6, 2025 at the Bristol 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:

George G. Laham, President

Date

N.A.L.C. Merged Branch 86, AFL-CIO

Hartford, Connecticut

For the United States Postal Service

Neil Lalonde, Postmaster

United States Postal Service

Bristol, Connecticut 06010-9998

6-6-55

Date

#### NOTES