Memorandum of Understanding Between

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



And United States Postal Service

Farmington, Connecticut 06032-9998

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, with a base minimum of three (3) minutes per day, 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 carrier's normal work day. The amount and frequency of wash-up time will vary with the circumstances in each individual case.

<u>ITEM #2</u>

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

The letter carriers of the Farmington Post Office will have fixed days off.

GUIDELINES FOR THE CURTAILMENT OF 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 units 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 units affected.
- F. Carriers will not be required to endanger their personal safety and health.
 Therefore, the following conditions will be applicable.
 - 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 the creation of hazardous driving conditions.
 - 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 to perform any duties which he/she believes would result in bodily harm.
- H. Installation head or designee will make the final decision as to cancellations of Postal Operations.

FORMULATION OF LOCAL LEAVE PROGRAM

- A. Annual Leave (AL) 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.
- 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/her first selection.
- 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 two (2) delegates to attend state conventions during non-choice periods. The union will submit to the employer the names of the delegates within thirty (30) days prior to the time that is vacant.

- 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.
- I. In the event of a death in the immediate family, a carrier on annual leave during the choice vacation period shall be allowed another period that is vacant.
- J. Reposting of cancellations All cancellations shall be reposted as soon as the employer is notified of the cancellation. Cancellations 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. No letter carrier will be denied annual leave if the unit's quota for annual leave is not met. PS Form 3971 must be submitted twenty-four (24) hours in advance.
- K. No letter carrier will be called in to work on his/her non-scheduled work day while on vacation during the choice vacation period.

- L. Requests for annual leave in excess of three (3) weeks may be approved if there is no conflict with other carrier's vacation period leave and the leave has the Branch 86 President's approval.
- M. No letter carrier will be denied Annual Leave in days for any unbid choice vacation period; in accordance with the percentage established in Item 9A of this agreement. All request must be submitted on PS Form 3971 twenty-four (24) hours in advance.
- N. Emergency leave will be granted when the health, welfare and safety of an employee or family is involved, pending acceptable documentation.

THE DURATION OF THE CHOICE VACATION PERIOD(S)

The duration of the choice vacation period shall begin on the third Sunday in May and end on the third Sunday of September. Also, the calendar week of December 26th through January 1st will be included in the primetime vacation choice period.

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

Vacation during the choice vacation period shall begin on Sunday at 12:01am and end on Sunday at midnight.

ITEM #7

WHETHER EMPLOYEES AT THEIR OPTION MAY REQUEST TWO 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 selection period in units of five (5) or ten (10) 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.
- B. Employees who only choose to take one selection will be allowed up to 15 consecutive days pursuant to Article 10 of the National Agreement.

- C. 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 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 certified mail or the telephone 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.
 - 1. PS form 3971 will be submitted by the end of February.

ITEM #9

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

- A. City Carrier Assistants will be included in the complement in determining the percentage of employees allowed off during the Choice Vacation Period and the non-Choice Period.
- B. In computing the percentage as it relates to actual number(s), a fraction of .5 or above will be rounded up while a fraction of .49 or below will be rounded down.

C. When vacant weeks occur during the choice vacation period, those weeks will be offered within the station or branch where they occur. The vacant weeks will be posted for employees.

ITEM #10

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

- A. Carriers will be notified by posting of the first choice selections no later than March 10th. Carriers must be notified by posting the final vacation schedule in stations no later than March 24th.
- B. 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.
- C. PS Form 3971 will be submitted in duplicate by each carrier at least 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 1st, publicize on bulletin boards and by other appropriate means, the beginning day of the first pull pay period of the calendar year.

ITEM #12

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

- A. For annual leave other than for the choice vacation period, employees requesting annual leave by submitting a P.S. Form 3971 twenty-four (24) hours in advance, shall be given a decision and notified within 24 hours under normal conditions. Failure to notify within 24 hours under normal conditions will automatically result in the granting of the leave.
- B. City Carrier Assistants will be included in the complement in determining the percentage of employees allowed off during the Choice Vacation Period and the non-Choice Period.

THE METHOD OF SELECTING EMPLOYEES TO WORK ON A HOLIDAY

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

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

- A. The overtime desired list for the carrier craft will be by work location.
- 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, overtime necessary will be given to those on 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 nonscheduled 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 insure equitable opportunities for overtime for all employees on the overtime desired list, the employer will contact those employees who are on annual 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 no be contacted.
- E. All opportunities for overtime and hours worked on overtime will be recorded. In addition to 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 worked.
- 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 in writing to the supervisor. 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. Carriers will be excused from overtime if he/she informs management prior to being assigned overtime and reason is acceptable.

- H. Carriers wishing to remove their names from the overtime desired list will give eight (8) hours notice.
- I. If a carrier receives a new non-scheduled day, he/she will carry their accumulated opportunities and hours worked with them to the new non-scheduled day listing within the unit.
- J. In order for a carrier to be charged with an overtime opportunity the carrier must be actually contacted and refuse the opportunity.
- K. If the route regular is called in on his/ her non-scheduled day, the utility carrier displaced will be allowed to "bump" any non-regular (reserve carrier, duration assignment, duration assignment carrier) on his/her string of five jumps. If more than one of the utility carriers string of five (5) is covered by non-route regulars, the utility carrier may exercise his/her preference.
- L. Only carriers who have indicated "yes" will have their names placed on the overtime desired list.

M. 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 on a non-scheduled day. To be assigned bargaining unit work on overtime, an acting supervisor must voluntarily terminate the detail. However, the detail of an action supervisor will not be terminated to circumvent the above.

ITEM #15

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 place up to one (1) incapacitated carrier on light duty assignments within the carrier craft.
- C. Every effort will be made to employ the injured employee within the District.

THE METHOD TO BE USED IN RESERVING LIGHT DUTY ASSIGNMENTS SO THAT NO REGULAR ASSIGNED MEMBER OF THE REGULAR WORK FORCE WILL BE ADVERSELY AFFECTED

- A. Request(s) for 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 permanent/light duty.
- B. Once approved, the employer will establish positions 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 Tour 1 and/or 3 for additional hours.
- D. The Postmaster will make every effort to employ letter carriers in their own office for light duty assignments.

THE IDENTIFICATION OF ASSIGNMENT THAT ARE TO BE CONSIDERED LIGHT DUTY WITHIN EACH CRAFT REPRESENTED IN THE OFFICE

- A. Light duty assignments within the stations and branches for letter carriers may include, but are not limited to the following:
 - 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;
 - Coverage of suitable collection routes;
 - 6. Re-writing carriers' route books;
 - 7. Labeling inside of apartment boxes;
 - Training employees when, in fact, training is done at the station level; if certified O.J.T.
 - 9. Keeping P.S. Form(s) 3892 up to date when 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.

- B. 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.
- C. 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.
- D. 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.
- E. 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.
- F. Letter carriers will be allowed to case mail on his/her regular duty assignment if such casing meets medical restrictions, 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 section shall be defined as a unit throughout the Farmington Post Office. It is agreed that the Farmington Post Office shall be known as an installation.

ITEM #19

THE ASSIGNMENTS OF EMPLOYEE PARKING SPACES

Management agrees to provide employee parking in excess of postal needs will be used by employees.

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 charged to the choice period.

ITEM #21

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

- A. The provision(s) of Article 41, Section 3 Paragraph O, shall prevail for the life of this memorandum.
- B. The use of telephones by authorized union officials and stewards upon request to management for calls relating to the administrations of the National Agreement is authorized.
- C. Labor-Management meetings 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.

D. Wearing of Uniforms:

Any acceptable uniform will be worn all year round.

ITEM #22

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 time notices of vacancies shall be 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.

- 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. Swapping of bid position among regulars is not permitted.
- D. Bids must be in the personnel office by the time and date stated on the bid notice. There will be no deviation from this agreement. A union representative must review the bids within five (5) working days prior to the posting or the bids will be reposted.

- E. 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 the closing. Bids submitted will be acknowledged by a receipt.
- F. The letter carriers' assignment may be posted for bid if there is a change of more than one hour (1) in the starting time for a letter carrier's assignment.

 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
- G. When the regular route carrier is called in on his/her off day to work his/her own route, he bumps the utility carrier to one of the other four routes in 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 as long as such a route is one of the utility carrier's string of routes and if none of the other routes in his string is available.
- H. Carriers desiring to try out vacant assignments prior to posting, not to include vacancies created by office wide inspections/adjustments, may do so upon application and approval by the postmaster. Three days trial will be from bidders only. T-6 will try the string 1 day per route.

- No assignments will be reposted unless an error was made in posting.
- J. 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.
- K. 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 will be assigned to that vacancy as a permanent assignment until such time as they are designated as a successful bidder. This assignment will not be considered as one of the employee's five (5) bids.
- If the assigned junior full-time is on a hold down, that full-time regular will not assume the assignment until the duration of the hold down
- L. When the utility route carrier is called in on his/her off day, he/she will work a vacant route within his/her string, if available.
- M. Non-scheduled days off will be picked in January by seniority. Applicable to T-6 also.
- N. Non-scheduled day off will go by seniority and not the route. Saturday and Monday are prime days.

If more that one (1) of the utility strings is open, the utility carrier will select the one he/she wants to do.

A utility carrier called in on his/her off day can bump a carrier on a duration assignment on one of the utility's string if none of the other routes in his/her string is available.

If none of the utility carrier's string is available, he/she must be allowed to exercise his/her preference on a vacant assignment.

Letter carrier doing training of new employees or retraining of employees will receive higher lever pay, Level 6 or higher, depending on training. This includes on the job trainers (OJT). This Local Memorandum of Understanding is entered into on May 30, 2025 at the Farmington 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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NOTES