#### **Memorandum of Understanding**

#### **Between**

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



# And United States Postal Service

**Kensington, CT 06037-9998** 

2023-2026



#### LMOU KENSINGTON, CT

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#### ADDITIONAL OR LONGER WASH-UP PERIODS

A.Carrier may be granted wash-up time as follows:

- 1. Before leaving for his street duties;
- 2. In conjunction with a comfort stop;
- 3. Before ending his regular tour.
- 4. Additional wash-up time may be granted as needed.
- B. 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 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**

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

It is agreed that the work week in this office shall be fixed. Carriers will have a fixed day 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. Advice of local and state authorities as well as weather forecast authorities shall be solicited for a final determination to be made by the local postmaster or his designee.
- B. Consideration shall be given to "Acts of God" such as storms, fire, flood, 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 disaster/disorders occur.
- E. When a determination has been made that an emergency situation exists, the postmaster or his designee shall consult with the President, NALC, Merged Branch 86 or his designee as soon as possible to the action to be taken regarding those workers affected.
- F. Carriers will not be required to endanger their personal safety and health.

### ITEM #4 FORMULATION OF A LOCAL LEAVE PROGRAM

- A. Selections of annual leave during the choice vacation period shall be by seniority.
- B. Approval of annual leave requests outside of the choice vacation period will be on a first-come, firstserved basis
- C. Master list for selections during the choice period shall be posted no later than March 1<sup>st</sup> of each year. The first group must make their selections not later than the first Saturday in April. Each succeeding group will be allowed one week in which to make their selections.
- D. Upon completion of selections by the last group, an announcement will be made, and notice posted, that applications will be accepted for unfilled weeks of the choice period. Openings remaining in the choice period following the aforementioned announcement may be filled by requests (on Form 3971) for partial weeks or single day on a first-come, first-served basis. Such requests will not be refused if less than the maximum number of carriers allowed off during each period have already been approved.
- E. The balance of the employee's annual leave will be granted in accordance with B above (except during the month of December).
- F. Once full-week requests for leave during the choice vacation period have been approved and posted, there will be no cancellations allowed unless requests for cancellation are approved by both management and the President of Merged Branch 86, NALC. If a request for such cancellation of annual leave is so approved, the vacancy will be announced, and notice posted as open for bids by any carrier junior in seniority to the carrier canceling the leave.

The length of time for receiving such bids shall be one

- calendar week, except that, if the open period is less than one week from the time of cancellation, bids will be received until the close of the work day previous to the first day of the open period.
- G.The number of carriers allowed to be off at one time on annual leave NON-CHOICE Vacation Period shall be no less than 8.5% of the number of all employees on hand as of January 1<sup>st</sup> of each year.

#### THE DURATION OF THE CHOICE VACATION PERIOD

- A. The choice vacation period shall commence on the second Monday in May up to and including the last full calendar week of September.
- B. Also, the week in which the Thanksgiving holiday is observed; and from the Monday of the service week in which Christmas falls; to the Sunday of the week in which the New Year's Day holiday is observed.

#### **ITEM #6**

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

The choice vacation period shall commence at 12:01 am on Sunday and end at 12:01 am Monday.

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

- A. A carrier may select his vacation during the choice period in one or two intervals of 5 and/or 10 days, the total not to exceed 15 work days.
- B. Any employee who either voluntarily passed up his/ her selections or did not make a selection in the time allotted may make a selection only after all employees have been afforded their first opportunity.

#### **ITEM #8**

#### 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 for attending a national or state convention will not be charged to the choice vacation period.
- B. Letter carriers will be allowed schedule changes for jury duty. This includes daily and non-scheduled days, so as the employees schedule will coincide with the jury schedule.
- C. Letter carriers delegates to the National or State Convention will not be charged to the choice vacation period, provided that the NALC provides the names of these delegate(s) to management at least 30 days in advance in writing.

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

- A. The number of carriers allowed to be off at one time on Annual Leave during the <u>Choice Vacation Period</u> shall be no less than 15%, based on the number of all employees on the rolls as of January lst of each year.
- B. When computing the number of results in a fraction of .5 or above the number will be rounded up to the next whole number. When the fraction is less than .5, the number will be rounded down to the next whole number.
- C. Request for Annual Leave to be used in the unfilled weeks and days covered under the 15% formula must me made five (5) days in advance of the requested day(s).

#### **ITEM #10**

#### THE ISSUANCE OF OFFICIAL NOTICES TO EACH EMPLOYEE OF THE VACATION SCHEDULE APPROVED FOR HIM/HER

A master list will be maintained, locked under glass, indicating the approval of the employee's selected choice vacation period by date and employee, and will be kept current as selections are approved.

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

An official notice will be posted indicating the beginning of the new leave year no later than November 1<sup>st</sup>, each year.

#### **ITEM #12**

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

- A. P.S. Form 3971 will be filled out requesting Annual Leave and will be returned within 2 working days after submission, indicating approval or disapproval. P.S. Form 3971, requesting less than eight (8) hours of Annual Leave will not be returned unless submitted in duplicate.
- B. For requests of Annual Leave more than 6 months in advance, management will respond within five (5) working days.
- C. Requests for Annual Leave will not be submitted more than one (1) year in advance.
- D. When applications for Annual Leave are denied, management will maintain a list of dates requested off, together with a list of names of applicants in the order of the time they were submitted, for purpose of later consideration. Review of this list will be available to affected carriers upon request.

#### 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.

- Part-time flexible employees to the maximum extent possible regardless of the necessity to pay overtime premiums.
- 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.
- 3. City Carrier Assistant employees will be scheduled to the maximum extent possible, regardless if the payment of overtime is required.
- All full-time regular employees who did not volunteer to work their non-scheduled day in inverse seniority order.
- 5. All full-time regular employees who did not volunteer to work their holiday in inverse seniority order.
- 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

Assignment given under the overtime desired lists shall be installation wide.

An employee may have his name removed prior to the end of the quarter. The employee may not be reinstated until the following quarter.

The parties are in agreement that the issue submitted is negotiable under Article 30, item 14 of the 1987 national agreement. However, in order to clarify the issue raised as a definition, the parties agree that to credit an employee with an opportunity offered and posted on the overtime desired list as required in Article 8, Section 5c2 of the National Agreement, the employee must be personally contacted.

Management is advised that in those instances where an attempt is made to contact the employee and is unsuccessful, the proper notation is "attempt made, no answer" or similar notation.

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

The light-duty assignments shall be those job-related duties consistent with the carriers' ability to perform the work which may be utilized as light-duty assignments provided, however, such assignment are not detrimental to the regular employees in that craft. Such light duties shall not be considered permanent, and will be assigned within the guidelines of Article 13. The employer agrees to put incapacitated carriers on light-duty assignments within the carrier craft, pursuant to article 13 of the national agreement.

#### **ITEM #16**

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

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, if practical, the employer will establish positions, consisting of eight (8) hours, which will be designated as light-duty assignments for letter carriers, in the normal letter carrier tour.
- 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 2 for additional hours.
- D. The postmaster will make every effort to employ letter carriers in their own station(s) or branch(es) for light-duty assignments.

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

- A. Identification of light-duty assignments for letter carriers, may include, but not 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 carrier route books;
  - 7. Labeling inside apartment boxes'
  - 8. Training new employees when, in fact, training if done at the section level;
  - 9. Keeping 3982's up to date where regular carriers are out on extended absences;
  - Delivering parcel post on overburdened routes when it is medically approved and not in conflict with the physician's orders;
  - 11. Answering phone calls within the delivery unit;
  - 12. Assisting the vehicle V.O.M.A.

- 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. The employer and the union will meet to review auxiliary routes for the possibilities of designating these routes as temporary light-duty assignments.

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

All carrier units shall be considered one unit installation wide.

Article 41 sec. #O

When a letter carrier or full-time duty assignment, other than the letter carrier routes(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, highways, housing projects, all routes and full-time duty assignments at that unit held by letter carriers who are junior to the carrier(s) whose routes(s) or full time duty assignments was abolished shall be posted for bid in accordance with the posting procedures in this article.

#### **ITEM #19**

#### THE ASSIGNMENT OF EMPLOYEE PARKING SPACES

Employees parking will be in the designated employee parking area. Space selections will be on a first-come, first-served basis.

# 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

When attending national conventions, a delegate will not be required to relinquish his/her regular vacation in the choice vacation period as heretofore agreed to.

#### **ITEM #21**

### THOSE OTHER ITEMS WHICH ARE SUBJECT TO LOCAL NEGOTIATIONS

A. 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.

#### **B** Uniforms

- Items of uniform dress appropriate for the winter season shall be worn during the months of December, January, and February.
- Items of uniform dress appropriate for the summer season shall be worn during the months of June, July, August, and September.

- 3. During the months of March, April, May, October and November, the postmaster will determine whether summer or winter apparel should be worn by employees after discussion with the Branch President and his/her designee.
- 4. In the event of unexpected climatic changes, installation heads may grant exceptions to the dates in the above, after discussion with the branch president or his/her designee.
- C. 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 one (1) representative on the clock at these meetings. Additional representatives will also be allowed, conditions permitting.

#### D. Route Inspection

- One week prior to inspection of routes, each carrier shall be issued a Form 1838 and allowed official time to view available training films.
- E. Past practice shall prevail on the use of telephone by authorized union officials and stewards for local calls relating to the administration of the national agreement.
- F. 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.

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

A. Posting - In instances where several assignments are posted, a letter carrier may bid for as many assignments as are posted, stating his/her preference in the following manner:

First Choice : Second Choice : etc.

- B. A carrier applying for an assignment shall address a sealed bid in writing to the superintendent of carriers. Bid number shall be indicated on the outside of the sealed envelope. Bids will be accepted from carriers on leave status by proxy.
  - The union will provide appropriately marked envelopes for the submission of both permanent job assignments and duration assignments.
- C. A locked box will be provided by management for deposit of sealed bids. There will be two keys to the lock; one to be held by management and the other to be held by the appropriate union official.
- D. An officer of the NALC shall be present when bids are opened, but he/she will not be on official time.

E. During January of each calendar year, all non-scheduled days will be rebid by all regular carriers. Management representatives will expedite this bidding procedure by approaching carriers in the order to their seniority to determine their preference of non-scheduled day. When the maximum number allowed off on a particular day have been reached, future selections will be restricted to those days on which the maximum number allowed off have not yet been reached. Following selections of non-scheduled days by regular route men/women, utility carriers will be approached in the same manner and must select component routes for their "Strings", unless no assignment exists for a given day.

If five (5) or more assignment changes occur between completion of selections in January and the last day of May, of each year, another re-bidding shall take place in the month of June.

All postings of open routes will show the route number and the non-scheduled day frozen to that route. All postings for utility assignments will list the component routes to the "string" and the non-scheduled day frozen to that string. Saturday and Monday are recognized as preferred non-scheduled days. The number of non-scheduled assignments on Saturday and Monday shall be 15% of the regular carrier complement. The percentage figure shall be rounded off to the next higher number.

This Local Memorandum of Understanding is entered into on June 6, 2025 at the Kensington, Connecticut 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 the local implementation provisions 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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