# Memorandum of Understanding Between

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



# And United States Postal Service

Manchester, Connecticut 06040-9998

2023 - 2026



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

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### <u>Item #1</u>

### Additional or longer wash-up periods

Wash-up time will be granted to all carriers engaged in dirty work and/or toxic work, in addition to incidents of personal needs. Wash-up time will not be determined to be unreasonable for the following reasons:

- · Before leaving for street duties
- · Before ending tour

A base minimum of five (5) minutes, with a maximum of six (6) minutes, will be allowed and annotated on line 21 of PS Forms 1838, 1840, and 3999 and credited as part of the eight (8) hour evaluated work during route inspections and adjustments.

### Item #2

# The establishment of regular work week of five (5) days with either fixed or rotating days off

- A. Once during the life of this local memorandum, letter carriers will opt for either fixed or rotating days off.
- B. Upon notification from the Union, local Management will ensure that the appropriate procedure is implemented as soon as possible, but no later than thirty (30) days after notified by the Union.

### 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. Consideration for 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 (WDRC, WPOP, & WTIC AM).
- 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.

F. 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. Upon return, the carrier will notify Management of any unsafe conditions.

### Item # 4

### 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. Choice vacation preference will be granted in order of seniority, for both first and second selections, including CCA's who will select in order of relative standing after the full time regulars have selected. This process will be consistent with the needs of the employees and management. The granting of leave under such provisions must be contingent upon all carriers having a sufficient leave balance when the leave is taken.
- C. Military leave and jury 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 choice.

- D. The Union will submit to the employer by certified mail a listing of all authorized delegates to state and national conventions at least thirty (30) days prior to the convention date. Letter carriers utilizing annual leave for convention purpose will not be charged to the total complement allowed off during the choice vacation period.
- E. Applications for choice vacation periods shall be submitted during the period February 1st to February 28th for the first selection.
- F. Applications for the second selection for choice vacation periods shall be submitted from March 1st through March 15th.
- G. In the event of death in the immediate family, a carrier is on annual leave during the choice period shall be allowed another selection that is vacant.
- H. Carriers may cancel scheduled AL during the choice vacation period only with the concurrence of the local Union and Management. All periods cancelled will be reposted for bidding among those carrier craft employees junior to the employee who has cancelled his/her AL. The purpose of this rebidding procedure is to afford junior craft employees the opportunity to improve their choice vacation period selection.
- I. If a cancelled week is not bid, carriers shall have the opportunity to bid in increments of eight (8) hours, upon 72 hours advance request.

- J. Reposting of a cancellation 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 cancellation must be in writing and meet with the approval of the union and the employer.
  - 1. When a vacant week occurs during the choice period as a result of cancellation, the week(s) will be awarded to a carrier which was previously denied annual leave because the allotment was full. The pecking order for approval will be first come, first served, chronologically as the leave request was submitted
  - 2. When a vacant week occurs during the choice period as a result of a cancellation and there is no pending annual leave which was previously denied in weekly increments, the week(s) will be posted and awarded within the unit by seniority.
  - 3. If a cancelled week is not bid within 48 hours of posting, carriers shall have the opportunity to bid in increments of eight (8) hours.
  - 4. No letter carrier will be denied annual leave if the unit's quota for annual leave is not met. Such annual leave must be applied for a minimum of 48 hours in advance.

- K. Requests for AL in excess of three (3) consecutive weeks will be approved if there is no conflict with other carriers vacation period leave, and the leave is approved by mutual agreement between the Postmaster and the President of Branch 86, on a case by case basis.
- L. No letter carrier may volunteer nor be solicited to work his/her non-scheduled work day(s) if the carrier has eight (8) hours annual leave, directly prior to and after, the non-scheduled work day(s). This applies to both the choice and the non-choice vacation periods.
- M. 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 annual leave for the sole purpose that it may cause the use of overtime during the course of a service week. No carrier shall be refused annual leave because of another carrier(s) being detailed to a higher level assignment.
- N. No carrier will be denied annual leave in hours or days for any unbid choice vacation period upon 72 hours in advance.
- O. No employee will be denied advanced sick leave if requested and meets requirements under the Employee & Labor Relations Manual section 513.5. All such requests must be accompanied by medical documentation and be made to the Postmaster (installation head) who then must respond within twenty-four (24) hours.

- P. All employees will be granted up to, but no more than two (2) hours of administrative leave to donate blood (at the end of the tour), up to a maximum of 72 hours once a year.
- Q. In the letter carrier craft to include PTF and CCA's, there will be a minimum of 10% allowed off each day with preference given to requests of five (5) days or more. No employee will be denied annual leave if the 10% has not been met. This will include requests of less than eight (8) hours.

## The Duration of the choice vacation period(s)

- A. The choice vacation period will be from the third Monday in May through the last Saturday in September.
- B. Further, the calendar days between the Christmas and New Year's Days, will be part of the choice vacation period.

### Item # 6

### The determination of the beginning day of an employee's vacation period

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

### <u>Item # 7</u>

### 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) 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. 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 certified mail or the telephone with Union verification, or by 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.

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.

### Item # 8

### Whether jury duty and attendance at National and State Conventions shall be charged to the choice vacation period

- A. Letter carriers will be allowed schedule changes for jury duty obligations so as to allow their daily hours and nonscheduled days to coincide with their jury duty schedule.
- B. Attendance at national conventions will not be charged as an employee's choice vacation period selection, nor will it be held against the total allowed off for the installation/work unit.
- C. Jury duty cannot be anticipated and will not be charged against the total number of carriers allowed off during the choice vacation period.
- D. Those carriers who must fulfill jury duty obligations will be allowed to select another vacant vacation period in the choice vacation period (Article 10, section 4, paragraph F).

### Determination of the maximum number of carriers who shall receive leave each week during the choice vacation period

- A. A maximum of 16% shall receive leave each week during July and August of choice vacation period.
- B. A maximum of 14% shall receive leave each week during May, June and September.

### 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 March10th. Carriers must be notified by posting the final vacation schedule in stations no later than March 24th.
- B. A copy of the annual leave schedule will be mailed to the Branch 86 office and furnished to the NALC station representative (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

A. The employer shall, no later than November 1st, publicize on all bulletin boards and by other appropriate means, the beginning day of the first full pay period of the calendar year. See applicable provision of the National Agreement Article 10, section 4, paragraph F.

### Item # 12

# The procedure 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 submitting a PS Form 3971 seventy-two (72) hours in advance, shall be given a decision within 24 hours.
- B. It is incumbent upon the scheduling Supervisor to whom the request was submitted to respond to the carrier.
- C. Failure of the scheduling Supervisor to answer the carrier's request within 24 hours will automatically result in the granting of the leave.

### The method of selecting employees to work on a holiday

The following order will be used for holiday scheduling by zone:

- A. Part-time flexibles, to the maximum extent possible.
- 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 (CCA's) employees (to replace "Qualified T.E.'s).
- D. All other non-volunteer full-time regulars by inverse seniority.
- 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 will be maintained 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. 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 worked.
- E. The totals from one quarter's overtime desired list will not be carried forward to the next quarter's overtime desired list.

- F. 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 Item #14B above.
- G. 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. However, for equality purposes, any carrier receiving a new non-scheduled-day will be considered to be equitable from that day which they actually assume the new non-scheduled to the end of the quarter (1/4).
- H. When the route regular is called in on his/her non-scheduled day, the utility carrier displaced will be allowed to "bump" the utility carrier, if one of the other four routes in his/her string of routes is available. To enable the utility carrier to achieve the essence of his/her bid assignment under the provisions of article 41, as long as such route is one of the utility carrier's string of routes and if none of the other routes in his/her string are available.

- 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, if work is available.
- L. When a utility carrier called in on their non-scheduled day, they will work a vacant route within their string, if available

### Number of Light Duty Assignments -Assignments of Ill or Injured Regular or Substitute Employees

- 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.
- B. Every effort will be made to employ the injured employee with the M.S.C.

### Method to be used in reserving light duty assignments so the no regularly 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 a position of eight (8) hours, which will be designated as a light duty assignment(s) for letter carriers.
- C. In the event there is insufficient light duty work in the carrier craft to satisfy B., above, carriers may be assigned to duties in other crafts or other tours for additional hours.
- D. The Postmaster will make every effort to employ letter carriers in their own office for light duty assignments.

### Identification of assignments that are to be considered light duty within each craft

#### Represented In The Office

- A. Light duty assignments within the station and branches for letter carriers may include, but are not limited to, the following:
  - 1. Casing mail on his/her route;
  - Casing mail on routes assigned by the supervisor;
  - 3. Assisting routes by setting up mail;
  - 4. Relabeling carrier cases;
  - 5. Coverage of collection duties;
  - 6. Rewriting carrier route books;
  - 7. Labeling inside of apartment boxes;
  - Training employees when in fact training is done at the station level and only if the injured employee is a certified O.J.I.;
  - 9. Keeping 3982's up to date when 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. Filling out City carrier craft PS Forms 3849;
  - 13. Following up on Customer Connect leads and/or other associated tasks.
  - 14. Delivering Priority Express Mail

- B. Management shall explore ways and means, with the Union, to make adjustments to identified light duty tasks in order to convert them to light duty assignments without seriously affecting the productivity of the assignment.
- 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 assign 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 will be stated
- D. If light duty work is available in another craft, the president of the craft concerned will be invited into the discussion, when possible, prior to the assignment.
- 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 with medical restrictions (if any), 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 Manchester Post Office. It is agreed that the Manchester 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 of the junior employee(s) is abolished at a delivery unit as a result of but not limited to route adjustments, highway, housing projects, all routes and full time duty assignments at that unit held by letter carriers who are junior to the carrier(s) whose route(s) or full-time duty assignments was abolished hall be posted for bid within the section, using seniority in awarding bids.

### The assignment of employee parking spaces

- A. Management agrees to provide employee parking when and if available.
- B. Management also agrees to provide local Steward a parking space, if available. and in excess to the needs of the service.

### **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

- A. 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, for emergency meetings called, with a limit of two (2) men or women.
- B. Annual leave to attend Union activities requested by authorized Union Stewards/ Officers during the choice vacation period will not be part of the total choice vacation period.
- C. The Union must provide a minimum of thirty (30) days advance notice prior to the Union activity to be given consideration under the provisions of subsection A.

# Those other items which are subject to local negotiations as provided in the craft provisions of the agreement

- A. The provision(s) of Article 41, section 3, paragraph O, shall prevail for the life of this memorandum.
- B. Management will continue to notify the NALC, as outlined in the National Agreement, as soon as possible of any changes in policy before implementation.
- C. Labor-Management meetings will take place every quarter providing that a list of agenda items are presented by either party to the other a minimum of two weeks before the meeting.
- D. The use of telephones by authorized Union representatives will not be denied by the employer provided that the Union representative requests its use prior, and that the call is related to the administration of the collective bargaining agreement. NALC will reimburse for telephone expenses upon request.

### E. Wearing of uniforms

 On or about November 15th each year the installation head and the representative of Merged Branch 86 NALC will meet to discuss the change in seasonal uniform. Also on or about March 15th the same two parties will meet to establish the change date for the spring season. 2. Once the change has been made, all carriers in this installation will be expected to wear the proper uniform for that particular seasonal period.

### Item # 22

## Principles of seniority, posting, and reassignments

- A. 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 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.
- B. All other postal positions in which letter carriers can submit bid(s) shall be posted on an official bulletin board.
- C. Copies of open assignments as defined in paragraphs A and B above will be provided to the Union before being posted, if there is a change(s) in the assignment to be posted.
- 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.

- 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 closing.
- F. No assignments will be reposted unless an error was made in the posting.
- G. By either posting or in writing, the successful bidder will be notified within 10 days of the close of bidding.
- H. Non-scheduled workdays shall be posted and awarded by seniority once a year effective the first Saturday after New Year's holiday. Management reserves the right to request a rebid of non-scheduled days.
- After non-scheduled workdays are awarded, utility carriers will select their string of routes by seniority, effective the first Saturday after New Year's holiday.
- J. Carriers desiring to try out vacant routes may do so, upon application to and approval by the Supervisor, provided that there is sufficient time within the 7 day posting period. Trials will be on a first come, first serve basis. Duration assignments are excluded from this provision.

- K. Saturday and Monday as a non-scheduled day is to be considered preferential and granted by seniority installation-wide. Those carriers refusing or accepting Saturday or Monday off must notify the area Manager when and if they do, or do not, want Saturday off. If a carrier refuses Saturday off and wishes to reapply, he/she must notify the area Manager in writing.
- L. Saturday and Monday non-scheduled carriers have the option of either keeping Saturday or Monday off or accepting the day that goes with the route they might bid.
- M. The letter carrier assigned to the route will have the option of accepting the change in starting time of more than one hour or allowing the route to be posted installation wide.
- N. When the regular route carrier is called in on his non-scheduled work day to work his/her own route, he/she will bump the utility carrier to one of the other four routes is his/her string. To enable the utility carrier to achieve the essence of his/her bid assignment, he/she will be allowed to displace an employee who has opted to cover an assignment under the provisions of Article 41 (duration) as long as such route is one of the utility carrier's string of routes and if none of the other routes in his/her string is available.

This Local Memorandum of Understanding is entered into on June 10, 2025 at the Manchester 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**

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