### Memorandum of Understanding Between

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



### And United States Postal Service

Plainville, Connecticut 06062-9998

2023 - 2026



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

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### ADDITIONAL OR LONGER WASH-UP TIME

A reasonable amount of wash-up time, with a base minimum of five (5) 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.

### **ITEM #2**

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

- A. The Letter Carriers of the Plainville Post Office will have fixed days off.
- B. Upon notification from the union, local management will ensure that the appropriate procedure is implemented assoon-as-possible, but no later than thirty (30) days after notified by the union.

# 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. 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 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 of his/her designee will be notified of such termination or curtailment of operation. Such a decision to curtail or terminate postal operations will be applicable only to those units affected.
- 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.

### FORMULATION OF A LOCAL LEAVE PROGRAM

- A. Annual leave will be granted on as liberal a basis as possible consistent with the needs of the service and sound business practices. Annual Leave will be granted in accordance with Article 10 of the National Agreement.
- B. Vacation preference will be granted in order of seniority.
- C. Up to one letter carrier will be allowed 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 choice.
- D. Letter Carriers, including City Carrier Assistants, will make their first selection for the choice vacation period from ...

- E. Letter Carriers, including City Carrier Assistants, will make their second selection for the choice vacation period from ...
- F. See item #10 for notification procedures.
- G. First consideration will be given for granting Annual Leave for up to one (1) delegate to attend state conventions. The Union will submit to the employer the name of the delegate within thirty (30) days prior to the convention date.
- H. Carriers who become ill while on Annual Leave during the choice period shall be allowed to change the Annual Leave to Sick Leave and select another period of time that is vacant.
- I. In the event of death in the immediate family, a Carrier on Annual Leave during the choice period shall be allowed another selection that is vacant.
- J. Reposting of cancellations All periods cancelled will be reposted for bidding among those carrier craft employees junior to the employee who has cancelled his/her AL in accordance with Article 10 of the National Agreement. The purpose of this re-bidding procedure is to afford junior craft employees the opportunity to improve their choice vacation period selection. All requests for cancellations must be in writing and meet with the approval of the union and the employer.
  - 1. If a canceled week is not bid, carriers shall have the opportunity to bid in increments of eight (8) hours.

- 2. No letter carrier will be denied annual leave if the unit's quota for annual leave is not met.
- K. Management shall encourage the use Annual Leave for rest and relaxation. Every effort shall be made to allow Letter Carriers off upon request. No Letter Carrier shall be refused emergency Annual Leave solely because it may cause overtime during the course of a service week. No Letter Carrier shall be refused Annual Leave because of a shortage of Carriers due to the detailing of a Letter Carrier to a higher level assignment during the course of a service week.
- L. No Letter Carrier will be called into work on his/her nonscheduled work day while on vacation during the choice vacation period.
- M. No Letter Carrier will be denied Annual Leave in hours or days for any unbid choice vacation period.
- N. In the Letter Carrier craft there will be a minimum of 12.5% allowed off each day with a preference given to period of five (5) days. No employee will be denied annual leave if the 12.5% has not been met.

Percentage of employees off during non-prime time will be effective only if pending National Arbitration is applicable. O. Requests for Annual Leave in excess of three (3) consecutive weeks will be approved if there is no conflict with other carriers' vacation period leave and the leave has the Merged Branch 86 President's approval.

### **ITEM #5**

### DURATION OF THE CHOICE PRIME VACATION PERIOD

The Choice Vacation Period will be from the first full week in May until the second full week in November of each year. The Choice Vacation Period will be from the first full week in May until the second full week in November of each year. Also the calendar week of Thanksgiving and the calendar week of December 26<sup>th</sup> to January 1<sup>st</sup>.

### **ITEM #6**

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

Vacations during the Choice Vacation period shall start on Sunday at 12:01am and end on Sunday 12:00pm.

### 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 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 two (2) 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 certified mail or by telephone with certification, and allowed the same amount of time from the date of receipt to respond. If an employee does not respond, the selection list be passed on to the next senior employee and the process will continue. Employees equal to the number of 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.

### **ITEM #9**

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

- A. The maximum number of carriers who shall receive leave each week during the choice vacation period shall be 16.5% of the carriers on the rolls as of February 1<sup>st</sup> of each year. In computing the 16.5% when the multiplication results in a fraction or .5 or above, the number will be rounded up to a whole number. Likewise, when the fraction is less than .5 the number will be rounded down to the next whole number.
- B. When vacant weeks occur during the choice vacation period, those weeks will be offered within the office. The vacant weeks will be posted for employees.

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

- A. Employees will be notified by posting of the first choice selections no later than February 20. Employees must be notified by posting the final vacation schedule in stations no later than April 10.
- 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 one (1) week prior to the effective date of schedule 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 bulletin boards and by other appropriate means, the beginning date of the new leave year, which shall begin with the first day of the first full pay period of the calendar.

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

For Annual Leave other than the Choice Vacation Period, employees requesting Annual Leave by submitting a From 3971 forth-eight (48) hours in advance shall be given a decision within twenty-four (24) hours under normal conditions. Failure to answer within twenty-four (24) hour under normal conditions will automatically result in the granting of the leave.

### **ITEM #13**

### HOLIDAY SCHEDULING

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:

- A. All Part-Time Flexible employees to the maximum extent possible regardless of the necessity to pay overtime premiums;
- B. All full-time regular employees who volunteer to work either their holiday or their nonscheduled day shall be combined into a single group ranked in seniority order.

- C. City Carrier Assistant employees to the maximum extent possible regardless of the necessity to pay overtime premiums.
- D. All full-time regular employees who did not volunteer to work their nonscheduled day in inverse seniority order.
- E. All full-time regular employees who did not volunteer to work their holiday in inverse seniority order;
- F. If, after the posting period, a need develops for additional or replacement employee, 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 unit.
- B. Employees desiring to work overtime shall place their names on either the "Overtime Desired" list or the "Work Assignment" list during the two weeks prior to the start of the calendar quarter, and their names shall remain on the list until such time as they remove their names from the list. Employees may switch from one list to the other during the two weeks prior to the start of the calendar quarter, and the change will be effective beginning that new calendar quarter.

- C. After the quarter has begun, any overtime necessary will be given to those of the Overtime Desired List in such a manner that by the end of the calendar quarter the opportunity for overtime will have been offered to all applicable Carriers in an equitable manner, daily and 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 desire list the employer will contact those employees who are on annual leave the day prior to their nonscheduled day, when overtime is available for those employees.

  Employees on annual leave the day prior to and the day after their nonscheduled day will not 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. However, the carrier can only place his/her name back on the Overtime Desired List in accordance with Article VIII, Section 5A of the National Agreement.
- H. If a carrier receives a new non-scheduled day, he/she will carry their accumulated opportunities and hours worked with him/her to the new non-scheduled day from within the unit.
- In order for a carrier to be charged with an overtime opportunity, the carrier must be actually contacted and refuse the opportunity.
- J. If the Route Regular is called in on his/ her non-scheduled day, the utility carrier displaced will be allowed to "bump" any non-route regular (reserve carrier, duration assignment carrier) on his/her string of five (5) jumps. If more than one of the utility carriers string of five (5) is covered by non-route regulars, the utility may exercise his/her preference.
- K. Only carriers who have indicated "yes" will have their names placed on the Overtime Desired List.

- L. 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 acting supervisor will not be terminated to circumvent the above.
- M. Letter carriers with medical restrictions will be allowed to place their names on the overtime desired list and work overtime in accordance with restrictions.
- N. Overtime carry-over on duration assignment three (3) weeks or less, the following procedure will apply:
  - The carrier will remain on his/her regular non-scheduled day recording form.
  - When their opportunity comes up in rotation on their regular non-scheduled day, they will be scheduled first for their temporary assignment day.
  - The opportunity will be recorded on his/her regular non-scheduled day recording form.

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

- A. The method to be used in reserving light duty assignments within the carrier craft will be to place them on the same tour whenever possible and on an as needed basis.
- B. The employer agrees to put up to one (1) incapacitated carrier on light duty assignment within the carrier craft.
- C. Every effort will be made to employ the injured employee within the MSC.

### **ITEM #16**

THE METHOD TO BE USED IN RESERVING LIGHT DUTY ASSIGNMENTS SO THAT NO REGULARLY ASSIGNED MEMBER 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, the employer will establish positions consisting of eight (8) hours which will be designated as light duty assignment for letter carriers, in normal letter carrier tour if practical.
- C. In the event there is no or insufficient light duty assignments available in the letter carrier craft, carriers may be assigned to other duties on 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 ASSIGNMENTS 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 not limited to:
  - 1. Casing mail on his/her route;
  - 2. Casing mail on routes assigned by the supervisor;
  - 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 new employees when, in fact, training is done a the station level;
- 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 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 then to light duty assignments without seriously affecting the production 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 reassign such employees to the extent possible in the employees 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 with 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. A section shall be defined as a unit throughout the Plainville Post Office.

It is agreed that the Plainville Post Office shall be known as an installation.

### **ITEM #19**

### **PARKING**

Management agrees to provide employee parking.

THE DETERMINATION AS TO WHETHER ANNUAL LEAVE TO ATTEND UNION ACTIVITIES REQUESTED PRIOR TO THE DETERMINATION OF THE CHOICE VACATION SCHEDULE IS TO BE PART OF THE TOTAL CHOICE VACATION PLAN

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

### **ITEM #21**

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

- A. The provisions of Article 41, Section 3, Paragraph O, shall prevail for the life of the memorandum
- B. The use of telephones by authorized union officials and stewards for local calls relating to the administration of the National Agreement is authorized.

C. A Labor-Management meeting will be held once quarterly, or when requested by either party. The date and time will be mutually agreed to but no later than two (2) weeks from the date either party receives a request to hold such a meeting.

### D. Wearing of uniforms:

- 1. On or about November 15<sup>th</sup> each year the installation head and the representative of Merged Branch 86, N.A.L.C. will meet to discuss the change in seasonal uniforms. Also on or about March 15<sup>th</sup> the same two parties will meet to establish the change date for the spring season.
- E. 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.
- F. It is the responsibility of every
  Supervisor to live up to the intent of
  the provisions outlined in the National
  Agreement concerning the grievance
  procedure.

A steward should be allowed to investigate a grievance within three (3) days. It is the Supervisor's obligation to make time available. Only in cases of very unusual circumstances should the three (3) days limit be extended.

### LOCAL IMPLEMENTATION OF THIS AGREEMENT RELATING TO SENIORITY, REASSIGNMENT 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 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.

- A. Route regulars: Work on the same established routes each day, including non-scheduled days.
- B. Utility carriers: Work on routes covering non-scheduled days by bid.
- C. Swapping of bid positions among regulars is not permitted.
- D. Bids must be in the personal office by the time and date stated on the bid notice. There will be no deviation from the agreement. A union representative must review the bids within five (5) working days prior to the posting or the bids will be posted.
- E. To withdraw a bid, the personnel section must be notified in writing prior to the closing time and date of the bid. To renew a bid that was withdrawn, a new bid must be submitted to the personnel section prior to the time and date of closing. Bids submitted will be acknowledged by a receipt.

- F. A letter carrier's route may be posted for bid if there is a chance of more than one (1) hour in the starting time for the letter carrier's route. The letter carrier will have the option of accepting the change in starting time of more than one (1) hour or allowing the route to be posted for bid installation wide.
- G. When a 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 route is one of the utility carrier's string of routes and if none of the other routes in his string is available.
- H. Non-work days will be re-bid for any of the following reasons:
  - If a carrier in the station obtains Saturday off;
  - 2. If a new route is established or a routes is eliminated;
  - Should the supervisor deem it necessary to maintain the non-work schedule.
- I. Non-work days will be re-bid not more than once every calendar quarter:
  - 1. When the majority (51%) of the regular carriers within the unit wish to re-bid.

- J. When a carrier is the senior bidder within his delivery unit, he may be detailed, upon written request, for a period not to exceed three (3) days in the new assignment prior to being awarded the bid position. If after trying out a new assignment on a detail basis the senior bidder desires to cancel his bid and remain on his old assignment, he must do so immediately upon termination of the detail. No request for bid cancellation will be honored once a carrier is officially placed in his new bid assignment.
- K. No assignments will be reposted unless an error was made in posting.
- L. Seniority shall be the date shown on the officially seniority list issued by the personnel section. It is incumbent upon the employer to see that the date is correct.
- M. Saturday and Monday are preferred days and is granted by seniority installation wide. Those carriers refusing or accepting Saturday off must notify the manager when and if they do or do not want Saturday off. If a carrier refuses Saturday off and wishes to reapply, he must notify the manager in writing.
- N. Saturday and Monday nonscheduled carriers have the option of either keeping Saturday off or the day that goes with the route they might bid.

O. 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 (see attached copy) without a bid will be assigned to that vacancy as a permanent assignment until such time they are designated as a successful bidder. This assignment will not be considered as one of the employee's five (5) bids.

If the assigned junior full-time regular is on a hold down, that full-time regular will not assume the assignment until the duration of the hold down.

P. 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.

If more than 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 one his/her off day can bump a carrier on a duration assignment on one of the utilities 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 will be assigned a vacant assignment.

Q. Letter carriers 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 June 5, 2025 at the Plainville 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

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

Hartford, Connecticut

For the United States Postal Service

Dave Rauccio; Postmaster

United States Postal Service

Plainville, Connecticut 06062-9998

### **NOTES**