#### Memorandum of Understanding

**Between** 

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



## And United States Postal Service

Rocky Hill, Connecticut 06067-9998

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 will be granted to all carriers engaged in dirty work and/or work with toxic materials, 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 lunch
- Before and after a comfort stop
- · Before ending tour

A base minimum of five (5) minutes will be allowed and annotated on line 21 of P.S. 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

During the life of this local memorandum, letter carriers will have rotating days off. 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 being 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. The Postal Inspection Service shall be advised of any action taken.
- D. Every effort will be made to disseminate this information utilizing all available media.
- E. Every effort will be made to notify all units as soon as possible when such weather conditions or disasters/disorders occur.

- F. The President of Merged Branch 86 or his/her designee will be notified of such termination or curtailment of operations.
- G. 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.

#### 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 within the installation.
- C. Military leave in units of 5, 10, or 15 days taken during the choice vacation period will be charged against the choice period.

- D. A seniority-based round robin selection process will be utilized to submit annual leave requests. First round selections must be filed between January 11 and January 31 each year of the agreement. Each carrier will have 3 calendar days to submit their choice to meet this timetable. A second round of requests will be accepted February 1 February 14, subject to the provisions of Article 10, section 3D2 concerning the maximum allowable days of continuous leave to be granted. Seniority selection will again apply, with 2 calendar days per carrier allotted for this round.
- E. See Item #10 for notification procedures.
- F. First consideration will be given for granting annual leave for up to one delegate to attend the state conventions. The Union will submit to the employer a list of the delegate within thirty (30) days prior to the convention date.
- G. Carriers who become ill while on annual leave during the choice period shall be allowed to change the annual leave and select another period of time that is vacant, equal to the amount of sick leave used.
- H. 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.

- I. 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 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. Management will make every effort to accommodate annual leave requests to prevent carriers' forfeiting of excess annual leave.
- J. No letter carrier will be called into work on his/her non-scheduled work days while on vacation during the choice vacation period.
- K. 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 cancellations must be in writing, and meet with the approval of the Union and the employer.

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

A. Choice leave shall be from the third full week in May through the last week in October. Thanksgiving week and December 26 - January 1 will be part of prime-time selection.

#### **Item # 6**

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

- A. Vacation during the choice vacation period shall begin on Monday at 12:01am and end on Sunday at 12:00pm.
- B. Management will make every effort not to schedule letter carriers to work on Sunday before the beginning of their vacation weeks(s).
- C. A carrier may request the Saturday off prior to the start of their vacation week(s) only after the entire choice vacation period has been developed and posted. In cases such as this, the carrier's request will not be unreasonably denied.

## 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. 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. Letter carrier will be allowed schedule change for jury duty in compliance with the provisions of section 516 of the Employee & Labor Relations Manual.
- B. Attendance at State or National Conventions will be charged to the choice vacation period.

#### <u>Item # 9</u>

#### Determination of the minimum number of employees who shall receive Annual leave each week during the choice vacation period

At least 13% of the carriers workforce including CCAs will be allowed annual leave during the choice leave period.

During non-choice periods, 13% of the carriers workforce, including CCAs, will be allowed time off.

#### Item # 10

## The issuance of official notices to each employee of the vacation schedule approved for such employee

- A. Letter carriers must be notified by posting the final vacation schedule for Rocky Hill no later than April 15th.
- 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. Either PS Form 1547 and/or PS Form 3971 will be submitted in duplicate by each carrier one (1) week prior to the effective day of scheduled leave. A copy will be returned to the carriers

#### 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 any 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 year.

#### Item # 12

## The procedures for submission of applications for annual leave during other than choice vacation period

- A. Application of PS Form 3971 for annual leave outside of the choice vacation period, shall not exceed 90 calendar days from application date to requested date, and shall not be received by Management at least 2 work days prior to the first day of the requested leave.
- B. All requests for leave shall be approved or disapproved within 48 hours of the presentation of the request, except if submitted on Saturday. (If submitted on Saturday, the following Tuesday shall be the day for approval/disapproval.)
- C. Reason for disapproval shall be stated in the request and returned to the carrier.

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

- A. Part-time flexible employees to the maximum extent possible.
- B. Full-time regular employees who volunteer to work their holiday by seniority.
- C. Qualified CCAs will be scheduled for work on a holiday or designated holiday after all full-time volunteers are scheduled to work on their holiday or designated holiday. They will be scheduled, to the extent possible, prior to any full-time volunteers or non-volunteers being scheduled to work a non-scheduled day or any full-time non-volunteers being required to work their holiday or designated holiday.
- D. Full-time regulars who volunteer to work their non-scheduled by seniority.
- E. Full-time regulars forced to work either their non-scheduled day, by inverse seniority.
- F. Full-time regulars forced to work their holiday, by inverse seniority.
- G. 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 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, any 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 non-scheduled days. The procedure shall be to start at the top of the list at the beginning of the quarter (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 in writing to the Supervisor. However, the carrier can only place his/her name back on the overtime desired list in accordance at the beginning of the next calendar quarter.
- 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.
- H. If the route regular is called in on his/her non-scheduled day, the T-6 carrier displaced will be allowed to "bump" any non-regular (reserve carrier, 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.
- During the quarter, any and all PTFs converted to regular will have ten (10) days to sign either of the OTDL lists.

- 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.
- L. When a utility route carrier is called in on his/her non-scheduled day, they will work a vacant route within their string, if available.
- M. A utility carrier called in on his/her N/S day can bump a carrier on a duration assignment on one of the utility carrier's string if available. If more than one of the routes on the utility's string is not being done by the route regular assigned to it, the utility will exercise their preference of which route he/she wishes to do.

#### 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 providing
  work is available.
- C. The installation head will contact the District for available assignments if no work is available within the installation.

#### <u>Item # 16</u>

#### 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(s) for 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 tours 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.

#### <u>Item # 17</u>

- 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. Coverage of suitable collection routes;
  - 5. Re-writing carriers' route books;
  - 6. Labeling inside of apartment boxes;
  - 7. Training new employees when, in fact, training is done at the station level;
  - 8. Keeping P.O. Form(s) 3982's up to date where regular carriers are out on extended absences, or when otherwise instructed by a Supervisor;

- Delivering parcel post on overburdened routes when it is medically approved and not in conflict with the physicians' orders;
- 10. 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 with medical restriction, 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 Rocky Hill Post Office. It is agreed that the Rocky Hill Post Office shall be known as an installation.

#### Item # 19

#### The assignment of employee parking spaces

A. Parking spaces shall be assigned to each carrier for their personal vehicle by seniority. As more spaces are required for official use, within the present fenced area the elimination of employee spaces will be required. At such time, local negotiations should endeavor to find additional space.

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. Annual leave to attend Union activities requested by authorized Union Stewards during the choice vacation period will not be part of the total choice vacation period.
- B. The Union must provide a minimum of 30 days as much advance notice prior to the Union activity to be given consideration under the provisions of subsection A.

#### 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. Management will continue to notify the President/designee of NALC 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 unreasonably 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.

#### 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 seasonal change has been made, all carriers in this installation will be expected to wear the proper uniform for that particular seasonal period.

### Local implementation of this agreement relating to seniority, reassignments and posting

- A. All notices of vacancy in assignments shall remain posted for seven (7) days except in the months of June, July and August during which notices of vacancies shall remain posted for fifteen (15) days. Exceptions to the above may be made after consultation with the Union President. 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.
- D. A Union representative must review the bids within five working days prior to the posting or the bids will be posted.
- E. Bids must be in the personnel office by the time and date stated on the bid notice. There will no deviation from this agreement.

- F. 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. Bids submitted will be acknowledged by a receipt.
- G. No assignment will be reposted unless an error was made in the posting.
- H. By either posting or in writing, the successful bidder will be notified within two(2) days of the close of bidding.
- I. 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, firstserve basis.
- Swapping of bid positions among regulars is not permitted.
- K. In the event there is no bid for a vacancy, the junior full time regular carrier without a bid will be assigned and it will not constitute a bid.
- L. 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.
- 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 carrier is called in on his/her non-scheduled day to work his/her own route, he/she will bump the utility carrier to one of the other four routes in 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 string is available.

This Local Memorandum of Understanding is entered into on June 16, 2025 at the Rocky Hill Post Office between representatives of Branch 86 of the National Association of Letter Carriers and the United States Postal Service. This is effected pursuant to local implementation provision of the 2023 - 2026 National Agreement.

For the Union:

George G. Laham, President

Date

6-16-2025

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

Hartford, Connecticut

For the United States Postal Service

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Sean Stewart, Postmaster United States Postal Service

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#### **NOTES**

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