Memorandum of Understanding Between

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



And United States Postal Service

Simsbury, Connecticut 06070-9998

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 letter carries engaged in dirty work and/or work with toxic materials.

ITEM #2

THE ESTABLISHMENT OF A 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. For the life of this local memorandum, letter carriers will have fixed days off.
- C. 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 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 limitation 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 Employees & Labor Relations Manual.)
- C. The President of Branch 86, or his/ her designee will be notified of such termination, or curtailment of operations.
- D. Carriers will not be required to endanger their personal safety and health. No letter carrier shall be required to enter any premises to perform and duties which he/she believes would result in bodily harm.

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. AL will be granted in accordance with Article 10 of the National Agreement.
- B. Vacation preference will be granted in order of seniority on a work unit basis, for work units in effect at the time of bidding. Work units are defined as follows:
- C. It is also agreed that request for vacation leave be submitted by April 1 on proper leave form and that after the list is posted, any request for change goes to the bottom of the seniority list.
- D. For leave other than the choice vacation period, 11% of the carriers, including CCA's, will be granted annual leave.
- E. Jury duty and/or military assignments shall not be charged against individuals prime time leave. A carrier learning of such an assignment shall be granted another vacant prime time vacation of no more than 10 days if they so desire.
- F. Employees at their option may select two (2) periods in units of five (5) or ten (10) days each within accordance with Article X, Section D3 of the National Agreement or three weeks in a row.

- G. Requests for annual leave occurring at the time other than choice vacation period must be handed to the supervisor on duty. Employees requesting annual leave, by submitting a P.S. Form 3971 seventy-two (72) hours in advance of the requested leave shall be given a decision within 48 hours.
- H. City Carrier Assistants, CCA's, may apply for Annual Leave for any unbid weeks and/or days.

THE DURATION OF THE CHOICE VACATION PERIOD

A. It is agreed that the choice vacation period in Simsbury Postal District will be defined as the length of time from the first Saturday in May through the last Saturday in November (starting on the first day of the employee's basic Monday – Sunday work week.)

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 will end on Sunday at 12:00pm.

EMPLOYEE'S OPTION TO REQUEST TWO (2) SELECTIONS DURING THE CHOICE VACATION PERIOD

A. An employee may, at his/her option request two (2) selections during the choice selection period in units of five (5) or ten (10) consecutive working days; however, his/her seniority will be used in one selection. After all carriers have had an opportunity to select their vacation period, the list will then be presented, by seniority, to the carriers for a second choice. Such selections shall not exceed the total number of weeks the employee is entitled to during the period.

ITEM #8

WHETHER JURY DUTY AND ATTENDANCE AT NATIONAL AND STATE CONVENTIONS SHALL BE CHARGED TO THE CHOICE VACATION PERIOD

- A. Attendance at national convention 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.
- B. Jury duty cannot be anticipated and will not be charged against the total number of carriers allowed off during the choice vacation period.

C. Those carriers who must fulfill jury duty obligations will be allowed to select another vacation period the choice period, but will not be allowed to "bump" someone junior.

ITEM #9

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

- A. The maximum number of carriers who shall receive leave each week during the choice vacation period shall be 15.75% of the carriers on the rolls, including CCA's, as of February 1st of the leave year.
- B. In computing the percentage as it relates to actual number(s), a fraction of .5 or above will be rounded up while a fraction of .49 or below will be rounded down.

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

A. Carriers will be notified by posting of the first choice selections no later than March 10. Carriers must be notified by posting the final vacation schedule in stations no later than March 24.

ITEM #11

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

A. No later than November 1, the employer shall post on all bulletin boards the beginning day of the first pay period of the calendar year. (See the National Agreement: Article 10, Section 4, Paragraph A.)

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

- A. For annual leave other than the choice vacation period, employees requesting annual leave, by submitting a P.S. Form 3971 seventy-two (72) hours in advance of the requested leave, shall be given a decision within 48 hours.
- B. It is incumbent upon the supervisor to whom the request was submitted to respond to the carrier.
- C. Failure of the responsible supervisor to answer the carrier's request within 48 hours will automatically result in the granting of the leave.

ITEM #13

THE METHOD OF SELECTING EMPLOYEES TO WORK ON A HOLIDAY

- A. Part-time flexibles, to the maximum extent possible.
- B. Full-time regulars who volunteer to work on their non-scheduled day by seniority. Full-time regulars who volunteer to work on their holiday, or designated as holiday by seniority.

- C. City Carrier Assistant (CCA's) employees to the maximum extent possible.
- D. Full-time regulars who did not volunteer on what would otherwise by their nonscheduled day by inverse seniority.
- E. All other non-volunteer full-time regulars by inverse seniority.

If, after the posting period, a need develops for additional or replacement employees, employees shall be selected according to the same order as above.

ITEM #14

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

A. The overtime desired list will be by work location. (Simsbury Carrier Section.)

ITEM #15, #16,

ASSIGNMENT OF ILL OR INJURED REGULAR OR SUBSTITUTE EMPLOYEES

A. The installation head shall show the greatest consideration for Full-time regular or Part-time flexible employees requiring light duty or other assignments, giving each request careful attention and reassign such employees to the extent possible in the installation. When a request is refused, the installation head shall notify the concerned employee

- in writing, stating the reason for the inability to reassign the employee.
- B. Any carrier duties or functions such as assisting routes by setting up mail, re-labeling carrier cases, training new employees shall be considered light duty assignments, as long as such assignments are within the physical capability of an employee who is temporarily incapable of performing his/her normal duties as a result of illness or injury

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 Simsbury Post Office.
 It is agreed that the Simsbury Post Office shall be known as an installation.
- B. When a letter carrier route or full-time duty assignment, other than the letter carrier routes(s) or full-time duty assignment or the junior employee (s), is abolished at a delivery unit as a result of, but not limited to, routes adjustments, highway and/or 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 within the section, using seniority in awarding the bids.

ITEM #19

THE ASSIGNMENT OF EMPLOYEE PARKING SPACES

A. Management agrees to provide employee parking when and if available and 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 PART OF
THE TOTAL CHOICE VACATION PLAN

- A. Annual leave to attend union activities requested during the choice vacation period will be part of the total choice vacation period.
- B. The union must provide 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. The use of telephones by authorized union representatives will not be denied by the employer provided that the union representative request it's use prior, and that the call is related to the administration of the collective bargaining agreement.
- 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. Management will continue to notify the N.A.L.C. as soon as possible of any changes in policy before implementation.
- E. Wearing of uniforms:
 On or about October 15th each year the installation head and the representative of Merged Branch 86, N.A.L.C. 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.

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

- A. All notices of vacancy in assignment shall remain posted for 10 days except in the months of June, July, and August, during which time notices of vacancies shall remain posted for 15 days. Exceptions to the above may be made after consultation with the union president. Posting and bidding for duty assignments shall be office 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 paragraph 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 re-posted.
- E. Bids must be in the postmaster's office by the time an date state on the bid notice. There will be no deviation from this agreement.
- F. To withdraw a bid, the postmaster 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 postmaster's office prior to the time and date of closing. Submitted bids 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 notified within 3 days of the close of bidding.
- After being notified that he/she has been determined to be the successful bidder, the carrier shall be allowed a trial period of 3 days for any type of route, 5 days for any type of utility assignment. During this period, the successful bidder must inform management of his/ her intention to either keep the new assignment or to return to his/her old bid. If the carrier chooses to return, the number of voluntary bids allowed under the National Agreement will remain unaffected. The successful applicant's previous assignment will not be posted until the expiration of the trial period. In the event that the successful bidder cancels his/her bid and returns to his/her old assignment, the bidder with the next highest seniority shall be awarded the assignment, etc.
- J. Swapping of bid positions among regulars is not permitted.
- K. 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.
- L. Saturday and Monday as a non-scheduled day is to be considered preferential and granted seniority offices wide.

- M. 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.
- N. 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.
- O. 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 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/her string is available.
- P. Non-scheduled work day will be re-bid for any of the following reasons:
 - 1. If a carrier in the station obtains Saturday or Monday off.
 - 2. If a new route is established or route is eliminated.
 - 3. Should the supervisor deem it necessary to maintain the efficiency of the operation.

- Q. Non-scheduled work day 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.
- R. In all instances of paragraphs Q & R above, management will make every effort to have a new non-scheduled workday listing in place and operative within 30 calendar days.

This Local Memorandum of Understanding is entered into on June 6, 2025 at the Simsbury 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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Hartford, Connecticut

For the United States Postal Service

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