#### Memorandum of Understanding

**Between** 

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



## And United States Postal Service

Suffield, Connecticut 06078-9998

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 carriers 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 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 Relation Manual).
- C. The President of Merged 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 or perform any 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. Choice vacation preference will be granted in order of seniority, for both first and second selections, including CCAs who will select in order of relative standing after the full time regulars have selected. Weeks or slots selected by CCAs will be considered filled and no longer available. 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. 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 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 ten 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 in accordance with Article X, Section D3 of the National Agreement or three weeks in a row.
- G. Requests for annual leave occurring at times other than choice vacation period must be submitted to a supervisor on duty. Requests shall be approved within one (1) working day, providing that the leave is used within a 30 days period. If the request is not acted upon within the one (1) working day period, it shall be assumed that the leave has been approved.
- H. City Carrier Assistants, CCAs, may apply for Annual Leave for any unbid weeks and/or days.
- I. Reposting of cancellation all cancellations shall be reposted as soon as the employer is notified of the cancellation. All other requests for cancellations 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 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 canceled 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.

#### THE DETERMINATION OF THE BEGINNING DAY OF AN EMPLOYEES VACATION PERIOD

A. Vacation during the choice vacation period shall begin on Monday at 12:01 a.m. and will end on Sunday at 12:00 p.m.

#### **ITEM #7**

#### EMPLOYEES 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 selection shall not exceed the total number of weeks the employee is entitled to during the period.

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

- A. Attendance at national conventions will not be charged as an employees 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 carrier 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.

## 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 15.75% of the carriers on the rolls as of February 1<sup>st</sup> 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.

#### **ITEM #10**

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

A. Carrier 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 station no later than March 24.

#### 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.)

#### **ITEM #12**

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

- A. For annual leave other than for the choice vacation period, employees requesting annual leave, by submitting a PS Form 3971 forty-eight (48) 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 carriers request within 48 hours will automatically result in the granting of the leave.

#### 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.
- C. Full time regulars who volunteer to work on their holiday, or day designated as a holiday, by seniority.
- D. City Carrier Assistants (CCAs) employees (to replace "Qualified T.E.'s)
- E. Full time regulars who did not volunteer on what would otherwise by their nonscheduled day, by inverse seniority.
- F. All other non-volunteer full time regulars, 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 (Suffield Carrier Section.)

#### ITEMS #15, 16, 17

### 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 reasons 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 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 #19**

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 during the choice vacation period will not be a 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 requests 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 NALC as-soon-as possible of any changes in policy before implementation.

#### E. Wearing of Uniforms:

On or about October 15<sup>th</sup> 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 15<sup>th</sup> the same two parties will meet to establish the change date for the spring season.

#### LOCAL IMPLEMENTATION OF THIS AGREEMENT RELATION 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 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 re-posted.
- E. Bids must be in the Postmasters office by the time and date stated 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 Postmasters 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 be 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.
- 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 by 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 carriers 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 a route is eliminated.
  - 3. Should the supervisor deem it necessary to maintain the efficiency of the operation.
- Q. Non-scheduled work day will be rebid 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 anew non-scheduled workday listing in place and operative within 30 calendar days.

S. Management will post all assignments available to opt, of 5 work days or more, immediately after they become available to opt. Vacancies in full-time grade one assignments are available for opting. Management will contact carrier(s) if the carrier(s) are not working in the time frame of the posting, including CCAs on their 5-day service break. Hold-down assignments are awarded to the eligible career letter carriers by highest to lowest seniority, first, and then to eligible CCAs by highest to lowest relative standing. The successful bidder will be awarded the hold-down 2 work days in advance of the start of the opt, providing the time frame of the request allows for doing so. Once an available hold-down position is awarded, the opting employee shall work the duty assignment for its duration.

This Local Memorandum of Understanding is entered into on June 23, 2025 at the Suffield Post Office between the representatives of the United States Postal Service and the NALC Branch 86, pursuant to local implementation provision of the 2023-2026 National Agreement with the National Assocation of Letter Carriers.

For the Union:

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Hartford, Connecticut

For the United States Postal Service

United States Postal Service

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