## Memorandum of Understanding Between

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



# And United States Postal Service

Windsor Locks, Connecticut 06096-9998

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 will be granted to all carriers engaged in dirty and/or toxic work. Such wash up time shall be part of the carriers' normal work day. The amount and frequency of wash up time will vary with the circumstances in each individual case.

The amount of wash up time granted to each employee shall be subject to the grievance procedure.

#### **ITEM #2**

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

- A. The establishment of a regular work week of five (5) days with fixed days off.
- B. The letter carriers of the Windsor Locks Post Office will have fixed days off.

# 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. 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 such as civil disorders, hurricane alert, blizzard or heavy snow conditions, ice storms, electrical storms, or any natural disaster. Management shall immediately contact union officers and other personnel to effectively and speedily recall all employees. If a carrier serving a route meets emergency conditions he cannot cope with, he shall have the privilege of coming in and discussing the matter with his supervisor.
  - B. Every effort will be made to disseminate this information utilizing all available media.
  - C. Every effort will be made to notify all units as soon as possible when such weather conditions or disaster/disorders occur.

The President of Merged Branch 86, or his/her designee will be notified of such terminations or curtailment of operations. Such a decision to curtail or terminate postal operations will be applicable only to those units affected.

### FORMULATION OF A 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.
- C. Military leave will be considered as part of an employee's prime time.
- 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. First consideration will be given for granting annual leave for up to two (2) delegates to attend state conventions. The union will submit to the employer a list of these delegates as soon as possible prior to the convention date if other than the month of April.
- G. Reposting of a cancellation All cancellations shall be reposted as soon as the employer is notified of the cancellation. Cancellations 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.
  - When a vacant week occurs during the choice vacation 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, by seniority. Carriers that cancelled the week would be considered most junior in seniority.
- 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.
- H. In the letter carrier craft, there will be a minimum of 12%, including CCA's, allowed off each day with a preference given to period of five (5) days.

  No employee will be denied annual leave, including CCA's, if the 12% has not been met.
  - EXCEPTION: The 12% will be applied to all Monday holiday weekends.
- I. Every effort shall be made to allow letter carriers off upon request providing the applicable percentage has not been met. Such a request shall be submitted at least 48 hours in advance.
- J. No letter carrier will be denied annual leave if the units quota for annual leave is not met.
- K. Prior to a carrier beginning his/her annual leave, they must designate in writing their availability to work their non-scheduled day during their vacation. Submission of such a written request shall entitle the employee to equal consideration for overtime opportunities with other nonscheduled carriers.

- L. No letter carrier will be denied annual leave in hours or days for any unbid choice vacation period if request is made forty-eight (48) hours or more in advance up to the prescribed percentage.
- M. Advance Sick Leave No employee will be denied advance sick leave pursuant to ELM 513.5. All requests must have acceptable documentation. All requests will be made to the Postmaster, who must answer the request as soon as operationally feasible.
- N. Blood Donor Leave All employees will be allowed reasonable time to donate blood locally.
- O. Military Leave Any employee who chooses to take their military leave day by day and change their non-scheduled day will be charged with an opportunity on the overtime desired list. The employee is working on his/her regular non-schedule day for straight time.
- P. Requests for leave outside the choice vacation period will not be made more than 60 days in advance.

### THE DURATION OF THE CHOICE VACATION PERIOD(S)

A. The choice vacation period shall be from the first Monday in June through the second Saturday in September, fifteen (15) weeks. B. Further, the calendar week Sunday through Saturday, inclusive of the Thanksgiving Holiday, will be part of the choice vacation period.

#### **ITEM #6**

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

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

#### **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.
- 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 the 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 the 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.

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. Absences of employees selected for jury duty will not be charged to the choice vacation period and will be in addition to the number allowed off on annual leave.

- B. Attendance at a national convention will not be charged to the choice vacation period if not available through first choice bid.
- C. Letter carriers will be allowed schedule changes for jury duty. This included daily hours and non-scheduled days, so as the letter carrier schedule will be the same as his/her jury duty schedule.

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

A. The maximum number of carriers, including CCA's, who shall receive leave each week during the choice vacation period shall be 17% of the carriers on the rolls as of February 1st of each year. In computing 17% when the multiplication results in a fraction of .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.

# 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 March 2nd. Employees must be notified by posting the final vacation schedule in the office no later than April 2nd or the last Friday in March, whichever is the later. A copy of the annual leave schedule is to be furnished to NALC, Merged Branch 86, by mail simultaneously with the posting of the schedule. A copy of the office vacation schedule will be furnished to the station steward.

#### **ITEM #11**

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

A. The employer shall, not later than November 1st, publicize on bulletin boards and by other appropriate means the beginning day of the first full pay period of the calendar year.

## 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 requesting annual leave, by submitting a P.S. Form 3971, forty-eight (48) hours or more in advance, shall be given a decision within 24 hours under normal conditions.

#### **ITEM #13**

#### THE METHOD OF SELECTING EMPLOYEES TO WORK ON A HOLIDAY

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 a 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 non-scheduled day shall be combined into a single group, ranked in seniority order.

- C. City Carrier Assistant employees. (This language will replace the language which refers to "TE's as this category of employee no longer exists. As in your current LMOU, this language will appear in between the provisions for volunteers and non-volunteers.
- D. All full time regular employees who did not volunteer to work their non-scheduled day by inverse seniority order.
- E. All full time regular employees who did not volunteer to work their holiday in inverse seniority.
- F. 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 compiled two (2) weeks prior to the start of each calendar year. The responsible supervisor will ask each full time regular carrier in his/her work location if they wish to have their name included (or not included) on the overtime desired list. The carrier will be required to initial his/her choice of "yes" or "no."

- 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 (in order on 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 ensure equitable opportunities for the overtime for all employees on the overtime desired list, the employer will contact those employees who are on annual leave or sick leave the day prior to their non-scheduled work day, when overtime is available for those employees. Employees on annual leave or sick leave the day prior to and the day after their non-scheduled work days will not be contacted.

- E. All opportunities for overtime and hours worked on overtime will be recorded. In additional 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 taken.
- 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 in writing to the supervisor. 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 them to the new non-scheduled day listing within the unit.

- I. If the route regular is called in on his/ her non-scheduled day, the utility carrier displaced will be allowed to "bump" any non-regular (reserve carrier, duration assignment, 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.
- J. Only carriers who have indicated "yes" will have their names placed on the overtime desired list.
- K. Letter carriers with medical restrictions and not on limited or light duty will be allowed to place their names on the overtime desired list and work overtime in accordance with restrictions.

#### NUMBER OF LIGHT DUTY ASSIGNMENTS

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 this 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 employees.

## ASSIGNMENT OF ILL OR INJURED REGULAR OR SUBSTITUTE EMPLOYEES

- A. Request (s) for temporary 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, pursuant to the provisions of Article 13 of the National Agreement.
- B. Light duty assignments within the carrier craft shall be any normal carrier duties which the ill or injured employee may be able to perform such as casing mail, relabeling carrier cases, rewrite change of address cards (Form 3982), break down parcel post, deliver special deliveries, record time cards, etc.

#### **ITEM #17**

#### THE IDENTIFICATION OF ASSIGNMENTS THAT ARE TO BE CONSIDERED LIGHT DUTY WITHIN EACH CRAFT REPRESENTED IN THE OFFICE

A. Letter carriers will be allowed to case mail on his/her regular assignment if such casing meets with medical restriction, prior to being assigned other duties.

# IDENTIFICATION OF ASSIGNMENTS COMPRISING A SECTION AND POLICY FOR REASSIGNMENTS WITHIN AN INSTALLATION OR ZONE EMPLOYEES EXCESS TO THE NEEDS OF THE INSTALLATION OR ZONE

- A. It is agreed that the Windsor Locks 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 or the junior employee(s) is abolished at a delivery unit as a result of but not limited to route adjustments, highway, and/or housing projects, all routes and full time duty assignments at that unit held by letter carriers who are junior the carrier(s) whose route(s) or full time duty assignments was abolished shall be posted for bid within the section using seniority in awarding bids.

#### **ITEM #19**

### THE ASSIGNMENT OF EMPLOYEE PARKING SPACES

A. Management agrees to provide employee parking.

# 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 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. Labor-management meeting 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.
- B. The NALC will be informed concerning changes in existing regulation relating to the duties and functions of city letter carriers.

#### C. Wearing of Uniforms:

On or about October 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.

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.

#### **ITEM #22**

#### LOCAL IMPLEMENTATION OF THIS AGREEMENT RELATIVE 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 president. Posting and bidding for duty assignments shall be installation wide except as eliminated in Item 18.

- A. Route regulars: work on the same established route each day, including non-scheduled days, except under extenuating circumstances.
- B. Utility carriers (T-6): work on routes covering non-scheduled days by bid.

- C. Duration of absence he/she shall work assignment for its duration (five (5) days or more) of absence.
  - Schedule absence of less than five (5) days seniority in scheduling available hours of work for periods of less than five (5) days.
- D. Swapping of bid positions among regulars is not permitted
- E. Bids must be in the Postmaster's office by the time and date stated on the bid notice. There will be no deviation from this agreement. A union representative must review the bids within five (5) working days prior to the posting.
- 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. Submitted bids will be acknowledged by a receipt.
- G. No carrier shall obtain a Position A or B unless he/she bids for it and they are the senior carrier bidding.
- H. No assignments will be reposted unless an error was made in posting.
- Seniority shall be the date shown on the official seniority list issued by the Postmaster. It is incumbent upon the employer to see that the date is correct.
- J. Utility (T-6) carriers may bid on other utility assignments.

- K. When the 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 routes in his string are available.
- L. Non-scheduled work day will be re-bid for any of the following reasons:
  - 1. If a carrier in the station obtains Saturday off.
  - 2. If a new route is established or a route eliminated.
  - 3. Should the supervisor deem it necessary to maintain the non-work schedule.
- M. Non-work days will be re-bid when the majority (51% of regular carriers within the unit wish to re-bid.

#### N.

- 1. When the utility (T-6) route carrier is called in on his/her off-day, they will work a vacant route within their string, if available.
- 2. If more than one (1) of the utility (T-6) strings is open, the utility carrier will select the one he/she wants to do.
- 3. A utility (T-6) carrier called in on his/ her off day can bump a carrier on a duration assignment on one of the utilities string.

- 4. If none of the utility (T-6) carriers string is available, he/she will be assigned a vacant assignment.
- O. 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. Hold-down assignments are awarded to the eligible career letter carriers by highest to lowest seniority, first, and then to eligible CCA's 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 9, 2025 at the Windsor Locks 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.

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