# Memorandum of Understanding Between

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



# And United States Postal Service

Winsted, Connecticut 06098-9998

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 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 notification by the union.

#### <u>ITEM #3</u>

# 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 curtailment 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.)

#### **ITEM #4**

#### 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 on a work unit basis, for work units in effect at the time of bidding. Work units will be 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. In the Winsted Post Office, at least 11% of the carrier work force, to include CCAs, will be granted annual leave during the non-choice vacation period.
- 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 (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 of Article X, Section D3 of the National Agreement or three weeks in a row.
- G. Request for annual leave occurring at times other than the choice vacation periods 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 day 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.

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

- A. It is agreed that the choice vacation period in the Winsted Postal District will be defined as the length of time from Sunday immediately prior to the Memorial Day Holiday through the Saturday immediately following the Labor Day Holiday.
- B. Further, the choice vacation period will be inclusive of the week including the Thanksgiving, Christmas, and New Years Holidays.

#### **ITEM #6**

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

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.

#### <u>ITEM #7</u>

### ONE OR TWO VACATION SELECTIONS

An employee, at his/her option request two (2) selections during the choice selection period in units of five (5) 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 conventions 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 EMPLOYEES WHO SHALL RECEIVE LEAVE EACH WEEK DURING THE CHOICE VACATION PERIOD

- A. In the Winsted Post Office, at least 15.75% of the letter carrier work force, to include CCAs, will be granted annual leave during each week of the choice vacation period.
- 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.

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

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

#### **ITEM #11**

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

No later than November 1st, 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 PROCEDURES FOR SUBMISSION OF APPLICATIONS FOR ANNUAL LEAVE DURING OTHER THAN CHOICE VACATION

- A. For annual leave other than the choice vacation period, employees requesting annual leave by submitting a P.S. Form 3971 forty-five (45) days in advance of the requested leave shall be given a decision within forty-eight (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 flexible employees, to the maximum extent possible.
- B. Full time regulars who volunteer to work on their holiday, or day designated as holiday - by seniority.
- C. Full time regular who volunteer on their N/S by seniority.

- D. City Carrier Assistant (CCA'S) employees to the maximum extent possible.
- E. Full time regular employees who did not volunteer to work on what would otherwise be their non-scheduled day -by inverse seniority.
- F. All other non-volunteer full time regular 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

The overtime desired list for the carrier craft will be by work location (Winsted Carrier Section).

#### ITEM #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, relabeling carrier cases, training new employees shall be considered light duty assignments as long as such assignment 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 Winsted Post Office.

  It is agreed that the Winsted 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 duty assignment 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 to the carrier(s) whose route(s) of full time duty assignments was abolished shall be posted for bid within the section using seniority in awarding bids.

### THE ASSIGNMENT OF EMPLOYEE PARKING SPACES

Management agrees to provide employee parking when and if available in 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 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 part of the total choice vacation plan.
- 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 its use prior and that the call is related to the administration of the collective bargaining agreement.
- C. Labor-management meeting will be held once quarterly, providing that a list of agenda items are presented by either party of the other a minimum of two weeks before the meeting.
- D. Management will continue to notify
   N.A.L.C. as soon as possible of any changes in policy before implementation.

#### E. Wearing 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 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 office wide.
- B. All other posted potions 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 (5) working days prior to the posting or the bids will be reposted.
- 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.
- 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. Bids submitted will be acknowledged by a receipt.

- G. No assignments will be reposted unless an error was made in posting.
- H. By either posting or in writing, the successful bidder will be notified within three (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 three (3) days for any type of route, five (5) days for any type or 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 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 by seniority office 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 routes 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 carrier is called in on his/her off day to work his/her own route, he/she bump the utility carrier to one of the other four routes in his/her string of routes. To enable the utility carrier to achieve the essence of his bid assignment, he/she will be allowed to displace an employee who have 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.
- 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 eliminated.
  - Should the supervisor deem it necessary to maintain the efficiency of the operation.

- Q. Non-scheduled work days will be rebid not more than once every calendar quarter: When the majority (51%) of the regular carriers within the unit wish to re-bid.
- R. In all instances of Paragraph A & B above, management will make every effort to have the new non-scheduled work day listing in place and operative within 30 calendar days.

This Local Memorandum of Understanding is entered into on June 3, 2025 at the Winsted 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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#### **NOTES**