

**Agreement Between
The Management of the
United States Postal Service
And
The Darien Local,
NALC Branch #147**

2001- 2006

1994 Local Memorandum Of Understanding Darien, Connecticut

Item #1. Additional or Longer Wash Up Periods

It is the position of the U. S. Postal Service that any Letter Carrier should be granted such time as is reasonable and necessary for washing up after performing dirty work. We affirm that and will allow it to be done under the following procedures: When a Letter Carrier returns from his street duties he will punch in, he may proceed to the locker room area, remove his outer garments if necessary, and accomplish any necessary washing up. He will then proceed to his case and perform his assigned duties until his quitting time. Actual wash-up time is allowed on line 21 of form 1838.

Item #2. The Establishment of a Regular Work Week of Five (5) Days With Either Fixed or Rotating Days Off.

Carriers in the Darien Post Office shall be assigned on a rotating non-scheduled work day.

Item #3. 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.

When the Postmaster or his designee has been advised by local authorities that an emergency or hazardous condition exists, he shall determine the effect this condition has on the Postal Service and he or his designee shall determine the method of curtailment or termination of Services.

The President of Branch #147 or his designee shall be informed or consulted (as appropriate) of such determinations as soon as reasonably possible.

The methods shall include excusing the employee for all or part of his orkingy, reassigning the employee or restricting the service the employee performs.

Item #4. **Formulation of Local Leave Program**

1. Carriers who become ill while on Annual Leave, may have leave charged to Sick leave upon submission of medical certification. The employee will be allowed to select another unselected period during the Choice Vacation Period after all Carriers have completed their selections. Form #3971 must be submitted by the employee to the supervisor when requesting another selection.
2. All canceled vacations shall be put up for bid upon notification of cancellation. They shall be posted for three (3) days. Employees who have not already had vacation during the choice period shall have the first pick in accordance with Seniority. If vacation period is still vacant, then all employees shall be allowed to bid on a strict seniority basis.
 - a. All canceled vacations shall be put up for bid upon notification of cancellation. No vacation will be allowed to be canceled with less than two (2) weeks notice except for the following reasons:
 1. Death in the immediate family.
 2. Sickness which will require medical certification.
3. Vacation Call in: No carrier will be called in to work while on Annual Leave.
4. Military Leave: Military Leave will not count as part of a Carrier's selection for the Choice Period, nor will it count against the Branch's quota throughout the leave year.
5. Family Medical Leave, jury duty, State Convention leave, and leave for attendance at NALC seminars will not count as part of a Carrier's selection for the Choice Period, nor will it count against the Branch's quota throughout the leave year.

Item 4 (continued)

6. Annual leave selection will be made in two (2) postings for the duration of this m

A. Beginning with the second full week of November, which will cover the "Other Time" from the first full week of January to the beginning of the Choice Period (second full week in May.)

B. On March 1, the posting will cover the Choice Period of 21 weeks, which includes the last full week of December, and "Other Time" through the last full week of November.

One (1) week prior a list will be posted broken into groups of four employees in order of seniority and each group will be allowed two (2) days to determine their Choice Vacation l

C. The above postings shall be on the Carrier Bulletin Board.

7. Carriers shall not be allowed to swap annual leave weeks.

8. Request for extended leave during Choice Time must be submitted in writing to the Installation Head for approval.

9. Annual Leave Requests for Less Than One Week:

Carriers applying for vacation in increments of less than one week in choice or other time will submit such requests three on form #3971 in duplicate to Management. Carriers submitting leave requests three (3) weeks or less prior to the effective date of the leave will be notified by management within forty-eight (48) hours of receiving the request whether the leave is approved or disapproved.

a. Carriers submitting leave requests in excess of the effective date of leave will be notified by Management of approval or disapproval of the leave nineteen (19) days prior to the effective date of the requested leave.

Item 4 (Continued)

10. Other Time leave will be all weeks not in the Prime Time Period. Ten Percent (10%) of the carrier craft will be allowed off at the Darien Post Office. (Any fraction greater than the whole number will be rounded up.) Additional employees will be granted off, service needs permitting.
11. Carriers attending NALC Seminars or Conventions shall not be counted toward the number of individuals scheduled for leave during that period.

Two Carriers will be allowed off for National Conventions.

Three Carriers will be allowed off for State Conventions.

Two Carriers will be allowed off for NALC Seminars.

If conditions permit, additional carriers will be allowed for the above activities.

Item #5. Duration of the Choice Vacation Period.

Choice Vacation Period to start the second (2nd) full week in May and continue for a total of twenty (20) weeks and will include the last full week of December as the twenty-first (21st) week.

Item #6. Annual Leave Week shall be Monday Through Sunday.

Item #7. Whether Employees at Their Option May Request Two Selections During the Choice Vacation Period, in Units of Either Five (5) or Ten (10) Days.

Carriers will be allowed an initial choice when selecting annual leave during the Choice Vacation Period. Carriers, at their option, may request one or two selections in units of either five (5) and five (5); five (5) and ten (10); ten (10) days continuous; or fifteen (15) days continuous. Total not to exceed ten (10) days or fifteen (15) days.

Item #7 (Continued.)

After all carriers have made their choice, any unselected weeks may be selected by a carrier after April 15, by submitting Form #3971 in duplicate for the supervisor's approval. This will be granted on a first come, first served basis. Seniority will prevail if submitted on the same day.

Item #8. Whether Jury Duty And Attendance at State or National Conventions Shall Be Charged to the Choice Vacation Period.

1. a. Letter carriers on jury duty during the choice vacation period shall be eligible for another available period within the choice vacation period providing vacancies still exist during the choice vacation period.
- b. Carriers attending a National or State Convention during the choice vacation period, shall not be counted in the number of individuals scheduling during that period.
 1. Two Carriers allowed for National Conventions.
 2. Three Carriers allowed for State Conventions.
 3. Two Carriers for NALC Seminars.

If conditions permit, additional carriers will be allowed for the above activities.

2. If an employee is called to jury duty, the number of carriers on Annual Leave will not be reduced during the choice period.

Item #9. In order to Arrive at the number of employees allotted annual leave each week, multiply the number of employees in each category (13 days, 20 days, 26 days) by the number of weeks allotted in the 21 week span of the choice period (2 or 3 weeks). Divide the total number of weeks needed to cover all vacations by the number of weeks allowed during the choice period to get the number of employees permitted each week.

Item #10. The Issuance of Official Notices to Each Employee of the Vacation Schedule Approved for Such Employee.

1. a. Employees applying for Choice Time Vacation periods will submit such application, in duplicate, on PS Form 3971. Management will furnish to the employee the duplicate Form 3971, indicating the vacation period approved for him/her within twenty four (24) hours.
- b. Preference will be given to employees requesting week(s) over employees requesting periods of less than one week.
2. These rules will apply, but are not limited to, weddings, graduations, extended trips, etc. where advance planning is necessary.

Supervisors will be required to date Form 3971 when the request for leave is made. Supervisors will indicate numerically the order of receipt on the Forms 3971 for identical days. The earliest dated request(s) shall be honored in numerical order when sufficient replacements are not available to honor all requests. In cases of two or more carriers applying at the same time for the same period and sufficient replacements are not available to honor all requests, seniority will be the deciding factor.

Item #11. Determination of the Date and Means of Notifying Employees of the Beginning of the New Leave Year.

Management shall abide by Article 10, Section 4 A of the National Agreement.

Item #12. The Procedures for Submission of Application for Annual Leave During Other Than Choice Vacation Period.

1. a. Employees applying for other than choice vacation periods in increments of week(s) or day(s) will submit such application, in duplicate, on PS Form 3971. Management will furnish the employee with the duplicate form 3971, indicating the vacation period approved for him/her within 24 hours.

Item #12 (Continued.)

- b. Preference will be given to the employee requesting vacation periods in increments of week(s) over employees requesting periods in increments of less than one week.
 - c. These rules shall apply, but are not limited to, weddings, graduations, extended trips, etc., where advanced planning is necessary. Immediate supervisor will be required to date Form 3971 when the request for leave is made. Supervisors will indicate numerically the order of receipt of the Forms 3971 for identical days. The earliest dated request(s) shall be honored in numerical order when sufficient replacements are not available to honor all requests. In cases of two or more carriers applying at the same time for the same period and sufficient replacements are not available to honor requests, seniority shall be the deciding factor.
2. Other Time Leave Period will be all weeks not in the Prime Time Period. Ten Percent (10%) of the carrier craft will be allowed off at the Darien Post Office. (Any fraction greater than the whole number will be rounded up.) Additional employees will be granted off, service needs permitting.

Item #13. Method of selecting employees to work on a holiday.

After management has determined the number of categories of employees needed for holiday work, and prior to posting a list as of Tuesday preceding the service week in which the holiday falls, the following procedures must be observed:

1. All casuals and part time flexibles shall be utilized to the maximum extent possible, even if payment of overtime is required.
2. Fulltime and part time regulars whose day off precedes the holiday will be asked if they want to work.
3. Full-time and part-time regulars who volunteer to work on their holiday or day designated as their holiday.
4. Transitional Employees
5. Fulltime and part time regulars who do not volunteer to work on their holiday or day designated as their holiday will be scheduled in order of inverse seniority.

Item #15. **The number of light duty assignments within each craft or occupational group to be reserved for temporary or permanent light duty assignments.**

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Item #16. **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.**

The parties agree that every reasonable attempt will be made to identify and assign affected carrier craft employees at the Darien Post Office to Light Duty Assignments when the need for placement into Light Duty Assignments arises. The following conditions and policies will be applicable in effectuating such Light Duty Assignments:

1. No Light Duty Assignment will be created to the detriment of a full-time regular carrier craft employee.
2. Any request for light duty must be supported by medically approved certification attesting to the need for such assignment.
3. Management will approve such requests for light duty when work identified as carrier craft light duty assignments in fact exists to be performed.
4. Work identified as being Carrier Craft light duty assignments if medically capable of being performed:
 - a. All carrier craft functions as established under Article I of the National Agreement.
 - b. Casing mail for one's own route or routes of other carriers.
5. If and when possible management will attempt to assign carrier craft employees to light duty assignments in other crafts.

Item # 16 (Continued.)

6. If and when possible, management will attempt to assign carrier craft employees to assignments with the same or similar hours, tours and non-scheduled days off.
7. Whenever management is unable to honor a carrier's request for light duty, it shall inform the local NALC union president of the reasons thereof.

Item #17. The identification of assignments that are to be considered light duty within each craft represented in the office.

1. Updating the labeling of carrier cases.
2. Casing of mail to be delivered by other employees or on his or her own route.
3. Assisting VOMA.
4. Servicing mounted routes.
5. Training new employees in learning new routes.
6. Express Mail Pick-ups and deliveries

When it is not possible to assign an ill or injured letter carrier to a light duty assignment within the carrier craft, in accordance with Article 13 of the National Agreement, the installation head or his designee shall discuss the matter with a representative of the NALC prior to effecting a temporary or permanent reassignment outside the craft.

Item #19. The assignment of employee parking spaces.

Parking space will be assigned to all Letter Carriers without cost for the duration of this memorandum.

Item #21. Those other items which are subject to local negotiations as provided in the craft provisions of this Agreement.

1. In the event a regular assigned carrier is requested to work on his non-scheduled work day, he shall be assigned to work his own route. A utility carrier PS-5/ T-6 shall be used to perform carrier work in his unit of 5 routes. If no work is available to the utility carrier in his unit, he shall be used to perform other carrier work.

Item #21 (Continued.)

2. Anticipated Vacancy.

When an annual leave vacancy of 5 days or more is known at least 14 calendar days in advance, Management will post the available full-time duty assignment for 7 days. The posting will be made on the third Saturday of the previous month covering available assignments for the following month.

1. When leave vacancy of 5 days or more is known at least 7 days in advance, Management will post the available full-time duty assignment for three days prior to the Wednesday of the work week assignment.
 2. Full-time, reserve, unassigned and part-time flexible letter carriers may exercise their preference by use of their seniority and bid for available full-time duty assignments of anticipated duration of 5 days or more. He will assume the non-scheduled day and hours of the duty assignment. Management will post a map showing the streets covered by each route.
3. Employee applying for an assignment may submit a sealed bid in writing to the Postmaster.
 4. Whenever more than one route is posted, a carrier may bid for as many routes as are posted, showing his or her preference by numbering them as follows: first choice, second choice, etc.
 5. All full-time carrier's assignments will be posted for seven (7) days.
 6. The successful bidder must be assigned within eleven (11) calendar days after closing date of bids, unless on leave, except during the month of December, in which he shall be placed on a new assignment the first week of January.
 7. Union President, or his designee will be present at the opening of bids and concur with management as to successful bidder for each route posted.

Item #22. Local Implementation of this Agreement Relating to Seniority, Reassignments, and Posting.

1. Employees applying for an assignment must submit form 1717 in writing to the
2. When a carrier is the senior bidder, he/she will be detailed for a maximum of three (3) days in the new assignment prior to being awarded the bid position.
3. If the successful bidder wishes to retreat to his/her previous position during the three-day period, the request shall be submitted in writing on an O-13 to the carrier's immediate supervisor. All successful bids will be counted as a bid, except where an employee's original position is eliminated. Retreating to one's bid is not a successful bid since a bid requires an official posting.
4. A successful bidder's old assignment will not be posted until he/she has been officially placed in their new assignment by the Supervisor, Delivery and Collection.
5. When a letter carrier route is physically changed, "Possible Deliveries", by fifty-five percent (55%) or more, said route will be considered abolished only if the carrier assigned to that route submits in writing to the Postmaster that said carrier does not wish to remain on the route, at which time the Item 22 Section 7 procedures will be followed.
6. No Letter Carrier route or regular assignment will be reposted because of a change in starting time unless it exceeds one hour. When a letter carrier route(s) starting time changes in excess of one hour, all routes including utility carriers in this office held by letter carriers who are junior to the carrier(s) whose route(s) were changed in excess of one hour in starting time shall be posted for bid in accordance with the posting procedures in Article 41.
7. When a letter carrier route or full time duty assignment other than the letter carrier route(s) or full-time duty assignment(s) of the junior employee(s) is abolished at a delivery unit as a result of, but not limited to, route adjustments, highway, 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) or full-time duty assignments was abolished shall be posted for bid in accordance with the posting procedures of this Article.

This Memorandum of Understanding is entered into on _____ at the Darien Post Office, Darien CT. between the representatives of the United States Postal Service and the designated agent of the National Association of Letter Carriers, Branch #147, pursuant to the National Implementation Provision of the 2001 National Agreement, and shall run through November 20, 2006.

For the United States Postal Service
Diana Samuelson
Postmaster

and

For the National Association of Letter Carriers
William Mills
President, NALC Branch #147