



**MEMORANDUM
OF UNDERSTANDING
BETWEEN
UNITED STATES POSTAL SERVICE
BRIDGEPORT, CONNECTICUT 06602-9998**

and

**NATIONAL
POSTAL MAIL HANDLERS
UNION**

1990 - 1993

**WILLIAM QUINN
PRESIDENT, LOCAL 301
LENORA RIVERA
ADM. VICE PRESIDENT**



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ARTICLE 1 -- RECOGNITION

- A. This MEMORANDUM OF UNDERSTANDING, entered into on May 30, 1991 at Bridgeport, Connecticut, between the representative of the U.S. Postal Service and the designated agent of the Union's signatory to the National Agreement, National Postal Mail Handlers Union, Branch 85, pursuant to the Local Implementation Provision of the 1990 - 1993 National Agreement. This Memorandum of Understanding constitutes the entire agreement on matters relating to local conditions of employment.
- B. The attached local implementation provisions shall become effective at the postal installation described above on May 30, 1991 and remain in effect and expire concurrently with the 1990-1993 National Agreement.
- C. The parties recognize that by reaching agreement on the attached provisions they do not forego the raising of the questions of arbitrability under Article 30 as a national level grievance as to the interpretation of the National Agreement.

ARTICLE 4 -- TECHNOLOGICAL AND MECHANIZATION CHANGES

Section 1. Advance Notice

The craft will be notified in writing of any impending changes as soon as Management receives final notice of the pending change.

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ARTICLE 8 -- HOURS OF WORK

Section 2. Work Schedules

The regular work week for all fixed employees shall consist of two fixed days off.

Section 5. Overtime Assignments

- A. It is understood that to properly carry out the equitable scheduling of overtime, selection of the number of employees needed will be made from the overtime desired list after it has been determined how many will be needed, where they will be needed and how long their services will be needed.
- B. The overtime desired list shall be by tour. Each tour will have a desired overtime list posted.
- C. Copies of the quarterly overtime desired list will be provided to the Tour 1, 2 and 3 shop stewards.
- D. Overtime desired list will be kept by management, and scheduling of the next overtime assignments will start from the last senior employee who was scheduled to work overtime when the last time overtime was required.
- E. Employees who are unavailable to work, upon their turn to be scheduled, shall be considered to have been given the opportunity to work, and the sequence of scheduling shall not be changed to accommodate those employees who did not in fact work.

WORK LOCATIONS:

- Tour 1
- Tour 2
- Tour 3

- F. It is understood that whenever it becomes necessary to schedule employees on overtime, such notification shall be made as far in advance as practicable, prior to the time the employer requests the employee to report.

- G. The overtime desired list shall be maintained in separate categories.

- 1. Employees scheduled days
- 2. Employees non-scheduled days

Section 9. Wash-up Time

The present practices shall be continued; however, in instances that may require additional or longer wash-up time, the immediate supervisor shall grant reasonable time.

ARTICLE 10 -- LEAVE

- A. No later than November 1, Management will notify the Administrative Vice President by mail, and the employees by posting on all official bulletin boards and at Time Recording Devices, the beginning of the new leave year.
- B. The selection of vacation periods will begin the first week in February and continue until each employee has been given the opportunity to select.
- C. The Tour Superintendent will divide his complement into groups; the first group will be allowed five days to make its selection. Each group thereafter will be allowed two days. The Tour Superintendent will contact any employee who may be absent during his selection period to determine his choice.
- D. Official notice will be given to each employee of the vacation approved for him. To accomplish this, employees will submit a PS Form 3971 in duplicate for choice vacation period annual leave approved.
- E. The duplicate PS Form 3971 shall be marked approved and signed by the Postmaster's designee and given to the employee. In addition, a notice shall be posted in each section showing the annual

- F. leave period (during the choice vacation period) approved for each employee in the section.
- G. The choice period will start on the last Saturday in April, for 23 weeks.
- H. Request from an employee to change or cancel an awarded leave period must be submitted to the Postmaster.
- I. Request for more than three weeks during the choice period will be submitted in writing to the Postmaster. Reasons for the request must be listed, and the decision of the Postmaster will be final.
- J. Employees will be allowed seniority on one choice only during the choice vacation period in units of five days, ten days or fifteen days if the leave balance warrants it in accordance with the provisions of the National Agreement.
- K. Any employee failing to submit his request for leave during the period for submission will forfeit his right of seniority for the choice period.

ARTICLE 10--LEAVE

- L. Vacation periods will start on the employee's basic work week.
- M. Leave outside of the prime vacation period shall be favorably considered unless service needs dictate otherwise.
- N. Employees ordered to military duty or called for court duty during the choice period are eligible for another available period during the choice period.
- O. Employees who are delegates to State or National conventions during the choice period and whom management has approved request for leave will not be charged with a selection during the choice period.

- P. The quotas for vacation during the prime vacation period shall be seventeen percent of the work force during the months of April, May and June, but during the months of July, August and September the quotas for vacation will remain fifteen percent of the work force by tours.
- Q. Fractions must be resolved by the following formula:
 1. Under one shall be one:
Example: .1 and above = 1
 2. Over one and above shall be:
 - A. Below .5 shall cause the lesser number to be used:
Example: 4.4 = 4
 - B. At .5 and above shall cause the next full number to be used:
Example: 4.5 = 5

Leave Other Than During Choice Period

- A. When an employee personally submits a Form 3971 for annual leave or sick leave to his supervisor, he will receive an answer before the end of the tour as to whether the leave has been approved or disapproved.
- B. Requests for leave other than during the choice period will be honored on the basis of first-come--first-served.
- C. When an employee submits a Form 3971 for annual or sick leave, to his/her supervisor, it must be submitted no later than 4 hours from beginning of Tour. The employee will receive an answer from the supervisor before the end of the tour as to whether the leave has been approved or disapproved. If the supervisor fails to inform the employee, the employee is to seek an answer prior to tour's end.

ARTICLE 11 -- HOLIDAYS

- A. Holiday work schedules shall be determined by provisions of Section 11.6 Holiday Work of the 1990-1993 contract between the U.S. Postal Service and National Postal Mailhandlers Union, Branch 85. This holiday will be in the following required order: Casuals, part-time flexibles, full and part-time regular employees who have volunteered to work on a holiday and full and part-time employees who have not volunteered.
- B. When the next designated holiday falls and not enough volunteers are obtained, the procedure shall be the same with the exception that scheduling shall begin on that part of the seniority list where it ended on the preceding holiday.
- C. The employer shall maintain a separate holiday seniority list by tour and make available a duplicate to the Administrative Vice President.
- D. The following priorities are to be followed:
1. Casuals, even if overtime is necessary.
 2. Part-Time, even if overtime is necessary.
 3. Full-Time and Part-Time Regular employees who have volunteered to work on the holiday or their designated holiday when such day is part of their regular work schedule. These employees would be working at the straight-time rate in accordance with Article 11, Section 4.
 4. Full-time and part-time regular employees, in order of seniority who have volunteered to work on a holiday or day designated as a holiday whose schedule does not include that day as a scheduled workday. Full-time employees would be paid at the applicable overtime rate.

5. Full-Time and Part-Time Regular employees in inverse order of seniority who have not volunteered to work on the holiday or day designated as a holiday when such day is part of their regular work schedule. These employees would be paid at the applicable straight time rate.
6. Full-time and part time regular employees in inverse order of seniority who have not volunteered to work on the holiday or day designated as a holiday and would be working on what otherwise would be their non-scheduled workday. Full-time employees would be paid at the applicable overtime rate.

ARTICLE 12 -- PRINCIPLES OF SENIORITY POSTING AND REASSIGNMENTS

POSTING

1. A seniority list will be posted in the Parcel Post Section on the organization bulletin board each year.
2. Before posting a bid, management will consult with the organization as to the principal assignment area of bid.
3. Management will call to the attention of all employees the purpose of bulletin boards and the regulations covering use of same.
4. Bid notices shall remain posted for seven days and shall be posted on Fridays unless otherwise agreed upon by the parties.
5. Successful bidders shall be notified in writing within five days.
6. All successful bidders will be assigned to new tours within fifteen days except in the month of December.

7. When an employee becomes a full-time regular, he shall be assigned to a position having established hours and days off. If the employee works on this bid for six months, the position will then be posted for bid by all eligible employees. Management has the right to post this bid at any time before the six months period has expired.
8. When the hours of a bid assignment are changed over one hour, but does not exceed one and one half hours, the incumbent shall have the option of keeping his bid assignment or relinquishing it. If he chooses to relinquish it, then it shall be posted for bid.
9. Any change exceeding one and one half hours shall be reposted in accordance with normal procedures.
10. All new or modified duty assignments scheduled for posting will be acknowledged by signature of both management and the National Postal Mail Handlers Union Administrative Vice President of Branch #85.
11. The posting of the successful bidder shall be accomplished by placing a copy of the original bid with the successful bidder's name and seniority date on it on all official bulletin boards.

ARTICLE 12 -- PRINCIPLES OF SENIORITY, POSTING AND REASSIGNMENTS

SECTIONS

When it is proposed to reassign within an installation of employees excess to the needs of a section, it will be done by juniority by Tour.

DESIGNATION OF SECTIONS

Designation of a section will be by Tours 1, 2 and 3 of the Bridgeport Post Office.

REASSIGNMENT

- A. The employer agrees to conform to the 1990-1993 National Agreement, Article 12, relative to reassignments.
- B. The employer and the union define sections in accordance with the local implementation provision of this agreement. Such definition will be by Tours 1, 2 and 3 of the Bridgeport, CT Post Office.

ASSIGNMENTS

- A. The movement of regular mailhandlers from their bid assignments for temporary assignments will be by juniority.
- B. It is agreed by both local management and the Mail Handlers Union, Branch #85, that the officially recognized shop stewards will not be assigned to duties outside of the Main Office.

ARTICLE 13
ASSIGNMENT OF ILLEGALLY INJURED WORK FORCE
EMPLOYEES

- A. The following regular duties for the Mailhandler craft may be used to provide light duty work for ill or injured employees where such work is required.

Assignments

1. Mimeograph Work
2. Tie Out
3. Assist in separation of empty equipment
4. Ledger Loading
5. Assist in the cancellation of large volume mailings
6. Culling Belt

- B. Under this Local Memorandum of Understanding, it is agreed between the parties that recognition will

- be given to Article 13 to fulfill a commitment to not adversely affect full-time regular or part-time flexible employees.
- C. Additional needs of the "light duty" program will be resolved at the monthly labor/management meetings.
 - D. There shall be no limit upon the number of assignments if light duty work is available.
 - E. The Administrative Vice President of Branch #85, will be notified by letter when a mailhandler is to be placed in a light duty status for an extended period.
 - F. A doctor's certificate specifying the limitations on the duties which the mailhandler may perform shall be the guideline in placing the employee in light duty assignments.

ARTICLE 14 -- SAFETY AND HEALTH

- A. The Safety and Health Committee shall meet in the months of January, April, August and November, and at such other times as requested by a committee member and approved by the chairman in order to discuss significant problems or items. The specific date in the month is to be determined by the chairman.
- B. The Administrative Vice President of the Mailhandler's craft will be requested to submit appropriate name or names of craft members to represent his craft on the committee. At least four craft employees may be present, but only one may be on the clock.
- C. A copy of the minutes of all Safety and Health Committee meetings shall be supplied to the Administrative Vice President of the Union.
- D. Where circumstances arise that are of a serious nature, i.e., floods, national emergency or disaster,

riots or civil commotions, the installation head will make a decision whether or not to curtail services. This decision will be made in the event that there may be a serious threat to the safety and welfare of our employees. A contingency plan for emergencies has been prepared and will be followed.

ARTICLE 17 -- REPRESENTATION

Section 5. Labor/Management Committee Meetings

Labor/Management meetings will be held the last Thursday of each month at 3:00 p.m. The union is entitled to one representative on the clock of its own choosing at local labor/management meetings. The union's total number of representatives shall be four maximum. Agenda items shall be submitted by all parties at least three days prior to the meeting.

Section 7. Union Participation in New Employee Orientation

It is understood ample opportunity for orientation sessions means normally one calendar week's notice to the Union.

ARTICLE 20 -- PARKING

- A. The existing parking program will remain in effect.
- B. One parking space will be allocated to each Union at the Main Office employee parking lot.
- C. The employer will solicit the cooperation of local police authorities in protecting vehicles and personal well being of postal employees in the area surrounding the Main Post Office installation and Stations and Branches.

Assignments to parking slots at the Main Post Office only will be assigned on the basis of total postal service seniority. Management will continue efforts to provide a safe parking area which will be lighted and secure. The safety of all employees and their vehicles will be given highest priority in accordance with Article 20, Section 2.

ARTICLE 22 -- BULLETIN BOARDS

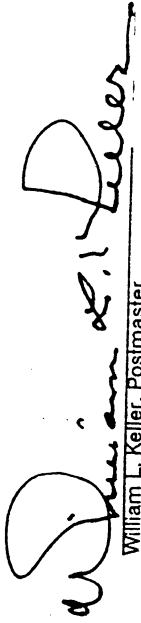
- A. It is understood that the past and present practice of maintaining Bulletin Boards shall be continued in the Bridgeport Post Office and all Stations and Branches.
- B. It is understood the employer shall furnish seniority lists to the Union at the beginning of each fiscal year, and corrected copies quarterly thereafter. The employer shall furnish enough seniority lists to be placed on the aforementioned bulletin boards.

ARTICLE 25 -- HIGHER LEVEL ASSIGNMENTS

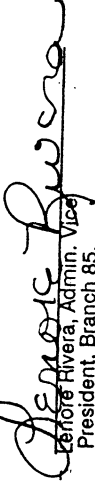
It is understood that for the Mail Handler Craft the immediate work area includes the entire Greater Bridgeport Post Office.

This Memorandum of Understanding is entered on May 30, 1991. In order to avoid any future misunderstandings concerning Step 1 grievance discussions, the following mutually agree to institute the Step 1 Grievance Form at the Bridgeport Postal Installation.

This Memorandum of Understanding is entered on May 30, 1991 at Bridgeport, Connecticut, between the representatives of the United States Postal Service and the designated agent of the National Postal Mail Handlers Union, division of LIUNA, AFL-CIO, pursuant to the Local Implementation Provision of the 1990-1993 Agreement.



William L. Keller, Postmaster
Bridgeport, CT for the
United States Postal Service



Zenora Rivera, Admin. Vice
President, Branch 85,
National Postal
Mail Handlers Union