



MEMORANDUM OF UNDERSTANDING
BETWEEN
UNITED STATES POSTAL SERVICE
Hartford, CT and LOCAL 301-34

of the
NATIONAL ASSOCIATION OF
POST OFFICE MAIL HANDLERS,
WATCHMEN, MESSENGERS

and
GROUP LEADERS
DIVISION OF LABORERS
INTERNATIONAL UNION of
NORTH AMERICA LOCAL 301

AFL-CIO
1990-1993

JOHN HEGARTY
PRESIDENT, LOCAL 301
BEN STONE

ADMINISTRATIVE VICE PRESIDENT



Additional or Longer Wash-Up Periods

The Employer shall grant reasonable time for all mailhandlers prior to lunch and at the end of tour. Mailhandlers who perform particularly dirty work with toxic or hazardous materials, or canceling ink shall be granted additional wash-up time when necessary.

ITEM B

Guidelines for Curtailment or Termination of Postal Operations to Conform to Orders of Local Authorities or as Legal Conditions Warrant Because of Emergency Conditions.

1. The parties recognize that the Postal Service is the most vital part of the communications machinery of the USA, and that historically, this Post Office has provided this service to the public without interruptions; therefore, as a matter of policy, postal operations will not be terminated at the Post Office unless the Employer determines that conditions so warrant. Reasonable consideration shall be given, but not limited to, such conditions as:

- A. The Safety and Health of the Employees.
- B. Civil Disorders
- C. Acts of God
- D. Hazardous Weather Conditions
- E. Advice of Local Authorities
- F. Threat of alleged explosive devices in the facility.

2. The Employer shall notify the Union official, then the employees, at the earliest possible time of termination or curtailment of Postal Operations. Such notification will be by telephone, and/or available public media, such as TV or radio.

ITEM C

Formulation of Local Leave Program

1. Employees submitting requests for annual leave for four (4) days or less during the choice vacation period shall not be denied solely because it is the choice period.
2. When an employee submits a PS Form 3971 for annual leave, the employee shall receive an answer within 24 hours of the request, as to whether the leave has been approved or disapproved.
3. Normally the carbon copy of the PS Form 3971 shall be returned within 24 hours of the date the supervisor makes the decision on the requested leave.
4. The Employer and the Union agree that every reasonable consideration will be given in situations of personal emergency that prevents the employee from reporting for work.

ITEM D

The Duration of the Choice Vacation Period

1. The choice vacation period shall be from January 1st to November 30th.
2. Vacation preference will be granted in order of seniority by tour.
3. The submission period for vacation periods shall be as follows:

2

4. Employees who have bid assignments that include December 15-31 for January, February, March, April and the first three (3) weeks in May, March 15-April 15 for the last full week in May and the months of June, July, August, September, October, November.
- Employees who have bid assignments that include Station, Branches and/or Detached Units shall bid for vacations in the unit they are covering.

ITEM E

The Determination of the Beginning Day of an Employee's Vacation Period

The Employer and the Union agree that the beginning of the employee's vacation period will be on the first day of their work week.

ITEM F

Whether Employees, At Their Option, May Request Two Selections During the Choice Vacation Period

1. The Employer and the Union agree that employees, at their option, may make two selections during the prime time period as stated in Item D.
2. Vacation will be taken in units of 5, 10 or 15 consecutive days.
3. Each Selection should list first and second choice, the total not to exceed the maximum specified in Article 10, 3, D of the National Agreement. Each selection should be made on a separate PS Form 1547
4. After approval of their selection, each mailhandler shall complete a PS Form 3971 confirming his/her choice vacation selection.

3

5. When a mailhandler changes tour assignments (from one tour to another) voluntarily or involuntarily, he/she shall retain his/her original choice of vacation.

ITEM G

Whether Jury Duty and Attendance at National or State Conventions Shall Be Charged To The Choice Vacation Period

1. The Employer and the Union agree that when a mailhandler is called for Jury Duty during his/her scheduled choice vacation period, or attends a National, State or Regional Convention (Assembly) during the choice vacation, it will not be charged to his/her choice vacation period.
2. Two (2) Union Officials, designated by the Administrative Vice President of Branch 34, to attend a National, State or Regional convention during their scheduled choice vacation period shall not be counted against the number of mailhandlers allotted for the number allotted in the alternate period.

ITEM H

Determination of the Maximum Number of Employees Who Shall Receive Leave Each Week During the Choice Vacation Period.

- The maximum number of employees scheduled for vacation (by tour) during each week of the vacation period shall be:
1. 10% of the mailhandler complement in the Prime Vacation Period starting January 1st and continuing through April 30th.

4

2. 12% of the mailhandler complement in the Prime Vacation Period starting May 1st and continuing through June 30th.

3. 14% of the mailhandler complement in the Prime Vacation Period starting July 1st and continuing through September 30th, except the service week of July 4th, the percentage will be 18%.

4. 10% of the mailhandler complement in the Prime Vacation Period starting October 1st and continuing through November 30th.

ITEM I

The Issuance of Official Notices to Each Employee of the Vacation Schedule Approved for Such Employee

1. The Employer shall post the approved vacation schedule on all official bulletin boards within ten (10) days after the completion of the submission period.
2. The employee shall be given a PS Form 1547 in duplicate. When the employee returns the completed form, the supervisor shall initial and date the form. One copy shall be given to the employee for his/her records.

ITEM J

Determination of the Date and Means of Notifying Employees of the Beginning of the New Leave Year

- Notice will be posted by November 1 of each year as to the beginning of the new leave year on official bulletin boards.

5

ITEM K

The Procedures for Submission of Applications for Annual Leave During Other Than the Choice Vacation Period

1. The Employer and the Union agree to give consideration to all requests for Annual Leave other than for the choice period. Leave will be granted in accordance with the needs of the service, and in a manner equitable to the needs of all employees. If a request for leave is disapproved, the supervisor will state the reason in the appropriate section of the PS Form 3971.
2. A copy of a disapproved PS Form 3971 will be given to the mailhandler and the other copy properly filed.
3. To the maximum extent possible, request for annual leave before and after a holiday will be given to mailhandlers by seniority, based on the needs of the service.
4. Leave requests submitted less than 24 hours in advance shall not be automatically denied.
5. Leave outside the vacation period shall be granted in accordance with the date of submission, by seniority.
6. Incidental Annual Leave needs will be discussed by the Employer and the Union on a continuing basis. Incidental Annual Leave problems will be subject to review at the monthly Labor/Management meetings.

ITEM L

Whether the "Overtime Desired" list in Article 8 shall Be by Section and/or Tour

1. The Employer will give mailhandlers as much advance notice (at least one hour) when overtime will be required to the fullest extent possible. When not possible

6

to give one hour advance notice, the Union will be notified as to the reason.

2. The Employer and the Union agree that the Overtime Desired List, as provided in Article 8, Section 5, shall be by section as defined below:

- A. Tour 1
- B. Tour II (Includes Stations, Branches and Main Office Carrier Section).
- C. Tour III (Includes Stations and Branches)
- D. Each Detached Unit by Tour (Includes Murphy Road and Bradley Field)

3. Tour Superintendents will be responsible for property administering the Overtime Desired List on their respective tours. Each Station or Branch Manager will be responsible for maintaining the Overtime Desired List at their respective Station or Branch. Each Manager of a Detached Unit will be responsible for maintaining the Overtime Desired List at their respective Detached Unit.

4. The Employer and the Union agree there will be one Overtime Desired List. However, at the Main Office, the recording of overtime worked will be maintained on separate sheets. There will be one sheet for overtime worked before and after tours, and one sheet for each day of the week to indicate when overtime is worked on a non-scheduled day. The official forms to be used in recording overtime will be maintained by the Employer and the Union.

5. The Employer and the Union agree there will be no modifications of these forms unless consented to by the Administrative Vice-President of Branch 301-34.

7

ITEM M

The Number of Light Duty Assignments To Be Reserved for Temporary or Permanent Light Duty Assignments

There shall be 13 light duty assignments in the mailhandler craft in the Hartford Facility.

ITEM N

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.

1. When an employee is given a light duty assignment, his/her limitations will be made known to the appropriate supervisor.
2. The tour of duty and days off for mailhandlers on light duty shall be the same as the employee had in his/her regular assignment, whenever possible.
3. No member of another craft will be given light duty in the mailhandler craft unless the Administrative Vice President of Branch 34 has had an opportunity for consultation on the matter.
4. The Employer and the Union agree to review vacant positions that could be reserved for light duty. These positions will not be posted for bid.
5. It will be the responsibility of the Employer to implement this item in this agreement within the installation.

8

ITEM O

The Identification of Assignments That Are to be Considered Light Duty Assignments

1. Assignments that are to be considered light duty assignments include, but are not limited to:

- A. Rewrap
- B. Answering the telephone
- C. Stripping
- D. Label-Printing-Addressograph
- E. Labelling of mails and racks
- F. Sweeping cases

and any other positions in the mailhandler craft for which the mailhandler is qualified and which is within his/her physical and/or medical capabilities.

2. The Employer will consult with the Administrative Vice-President prior to establishing any additional light duty assignments.

ITEM P

The Identification of Assignments Comprising A Section When It is Proposed to Reassign Within an Installation, Employees Excess to the Needs of a Section.

1. The identification of assignments comprising a section when reassigning within the installation shall be by tours installation wide.

Tour I - 11:00 p.m. Starting Time
Tour II - 7:00 a.m. Starting Time

9

Tour III - 3:00 p.m. Starting Time

2. Employees having different starting times, other than the above, shall be considered part of the tour in which they spend the majority of their work hours.
3. When it is proposed to take any action regarding a shifting of operations, the Employer shall notify the Union as far in advance as possible.

ITEM Q

The Assignment of Employee Parking Spaces

The Employer and the Union agree that whenever there are assigned parking spaces, two (2) vehicle parking spaces shall be designated for the Administrative Vice-President and his designated agents of the malhandler craft, division of LUNA. The Administrative Vice-President will be identified to the Postmaster, in writing, January 1 of each year so that said parking spaces will be reserved for that individual and his agents.

ITEM R

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

Annual Leave to attend union activities for three (3) stewards and the Administrative Vice-President of Branch 34, requested prior to the choice vacation schedule will not be charged to the choice vacation period.

ITEM S

Those Other Items Which Are Subject to Local Negotiations as Provided in Articles 12 and 13

1. Definition of a Section
 - A. Incurring/Platform
 - B. Outgoing/Platform
 - C. Detached Unit (Including Stations, Branches, AMF Bradley)
2. The pay/location posted on the bid shall indicate the primary reporting area.
3. For the purpose of temporary reassignment outside their bid assignment, the order of movement of full time regulars shall be as follows:
 - A. Regulars on temporary change of schedule.
 - B. Unassigned regulars.
 - C. Regulars on overtime.
 - D. All others by juniority.
 - E. When reassignment back to their bid assignment it shall, when practicable, be made by seniority.
4. Posted vacancies which do not receive a bid shall be awarded to the junior full time unassigned regular.
5. Any new operation or additional mechanization to be manned by malhandlers will be the subject of consultation with the Union to define the section(s).
6. Consideration must be given to requests from part-time flexible malhandlers to be assigned to Tour 2 if supplemental work-force employees are working on Tour 2.

ITEM I

Local Implementation of this Agreement Relating to Seniority, Reassignments and Postings

1. If a mailhandler is needed to leave the installation on a temporary basis to perform the duties at a surrounding station or duty site, the selection shall normally be made by seniority within the immediate supervisor's work area, so long as the mailhandler can perform the duties and the employee's hours and days off are compatible with the temporary assignment.
2. When a mailhandler is temporarily detailed for 5 days or more, within the installation or reassigned to a higher level position in another craft, the Employer will furnish Branch 34 with written notification of the action. Also the Employer will furnish written notification to Branch 34 on the termination of any such details or reassignments.
3. Separate Labor-Management meetings will be held with the mailhandlers on the second Thursday of each month unless changed by the mutual agreement of both parties.
4. When an employee is moved from one operation to another, the provisions of Article 12.3 E.3e will be followed with the exception of employees possessing specific bid assignments for a particular operation. Employees possessing a specific bid assignment will be considered to be senior to all other employees assigned to the operation. The order of movement of full time regular mailhandlers will be made by juniority. When reassignments back to the operation are made, they shall, when practicable, be made by seniority. No assignment shall be made solely to circumvent the intent of this paragraph.
5. Full time regulars working outside their normal schedule shall be considered junior for the purpose of reassignments.

12

6. Five (5) days before the bids will be posted, the Administrative Vice-President of the Union shall be given a copy of the bids to review. The Administrative Vice-President will meet with the Manager of the GMF or his designee to review the bids. Bids will be initiated by both parties prior to posting.

7. A bid incorrectly posted shall be canceled and reposted on the next official posting.
 8. The Administrative Vice-President will be consulted prior to the temporary assignment of any other craft employee to the mailhandler craft.
 9. An employee withdrawing a bid shall submit, in writing, in duplicate, such request. The request shall be back-stamped by the Personnel Office indicating the date and office. A duplicate copy will be returned to the employee.
 10. In the months of June, July and August, bids will be posted for fifteen (15) days.
 11. The Union shall be provided with a copy of the complete report on a monthly basis.
 12. The Union shall be provided with a copy of the bid results at least 3 days prior to posting.
 13. A full time regular's temporary change of schedule shall be considered junior for posting on the overtime desired list.
- This Memorandum of Understanding is entered into on June 4, 1991 at Hartford, CT 06101, between the representatives of the United States Postal Service, and the designated agent of the National Post Office Mailhandlers, Watchmen, Messengers and Group Leaders Division of the Laborers' International Union of North America, pursuant to the Local Implementation Provisions of the 1990 National Agreement.
- Both parties agree that this Memorandum of Understanding is total and complete and that any

13

preceding local Memorandums of Understanding are null and void.

For The Postal Service:

Robert L Payne
Robert L Payne
General Manager/Postmaster

For The Union:

Ben Stone
Ben Stone
Administrative Vice President

FSD