



MEMORANDUM OF UNDERSTANDING
BETWEEN
UNITED STATES POSTAL SERVICE
AND
NATIONAL POSTAL MAIL HANDLER'S UNION
DIVISION OF THE
LABORERS' INTERNATIONAL UNION
OF NORTH AMERICA, AFL-CIO
LOCAL 301, BRANCH 28
WATERBURY, CT
1998 NATIONAL AGREEMENT

John F. Hegarty, Local President
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ITEM A WASH-UP TIME

1. Management will grant Mail Handlers a five (5) minute period before lunch and a five (5) minute period at end of tour to wash-up.
2. Mail Handlers who perform dirty work or work with toxic materials shall be granted wash-up time when necessary.

ITEM B CURTAILMENT OF SERVICE

1. It has been agreed that this is the responsibility of Management to take whatever actions as may be necessary to carry out the mission of the U. S. Postal service in emergency situations. The management of the Waterbury Post Office will follow the guidelines listed below relative to the curtailment or termination of Postal operations.
 - a) Management will be responsible for authorizing any curtailment or termination of Postal operations.
 - b) When extreme emergency conditions require such action, management will contact the appropriate local and/or state authorities to review prevailing conditions, as they would affect postal operations. Reasonable consideration shall be given, but not limited to such conditions as:
 - 1) Safety and Health of the employees
 - 2) Civil Disorders
 - 3) Acts of God
 - 4) Hazardous weather conditions

ITEM C FORMULATION OF LOCAL LEAVE POLICY

1. Any request for annual leave in the amount of 40 hours, requesting employee must have a minimum balance of 40 hours. If due to unforeseen circumstances, the employee's leave balance at the approved leave date is less than 40 hours a minimum balance of 24 hours will be accepted with 16 hours charged to LWOP.
2. Same day requests for leave will be answered within a reasonable amount of time. If more than one request is submitted, approval will be on a first come, first served basis. Same day request will not be considered as a part of the leave quota. Request will be based on the needs of the service.
3. A Mail Handler bidding from one tour to another will retain his/her choice vacation period as previously granted.

ITEM C CONTINUED

4. Management will post a notice by January 31st advising employees that selections for the choice vacation period will begin on April 1st and end on April 15th.
5. Emergency
 - a) The employer's policy in handling request for emergency leave shall be made known to all employees.
 - b) The employer will consider each such request on the merits of the individual situation.

ITEM D THE DURATION OF THE CHOICE VACATION PERIOD

1. The choice vacation period is designated as the first full week of May through the last full week in October.
2. Thanksgiving Day week will also be included.

ITEM E THE DETERMINATION OF THE BEGINNING DAY OF AN EMPLOYEES VACATION PERIOD

1. During the choice period, employees will start their vacation on Monday and end on Sunday.

ITEM F WHETHER EMPLOYEES AT THEIR OPTION MAY REQUEST TWO SELECTIONS DURING THE CHOICE VACATIONS PERIOD, IN UNITS OF EITHER FIVE (5) OR TEN (10) DAYS.

1. Employees at their option may request two (2) selections during the Choice Vacation Period, in units of either five (5) or ten (10) days, not to exceed fifteen (15) days.
2. Employees must designate which is his/her first choice and the second choice and the second choice will not deprive another craft employee of his/her first choice.
3. First choice will be by seniority.

ITEM G WHETHER JURY DUTY AND ATTENDANCE AT NATIONAL OR STATE CONVENTIONS SHALL BE CHARGED TO THE CHOICE VACATION PERIOD

1. Military, Jury Duty, and attendance at National or State conventions shall not be charged to the choice vacation period.
2. A maximum of two (2) will be allowed to attend National or State Conventions.

ITEM H DETERMINATION OF THE MAXIMUM PERCENT OF EMPLOYEES WHO SHALL RECEIVE LEAVE EACH WEEK DURING THE CHOICE VACATION PERIOD

1. It is agreed that no more than 15% of each tour may be granted leave each week during the choice vacation period. Military, Jury Duty, and attendance at National or State Conventions shall not be charged to the choice vacation period. Fractions .5 and higher will be rounded up to next higher whole number.
2. Submission for choice vacation period will be April 1st to April 15th.
 - a) A duplicate PS Form 1547 will be completed by employee and 1 copy returned to employee by the supervisor.

ITEM I THE ISSUANCE OF OFFICIAL NOTICE TO EACH EMPLOYEE OF THE VACATION SCHEDULE APPROVED FOR SUCH EMPLOYEE

1. Schedule of choice vacation periods will be posted on Mail Handler Bulletin board seven (7) days prior to start of choice vacation period.
2. Each Mail Handler will be required to submit PS Form 3971 in duplicate confirming choice of vacation selection.

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

1. Management will publicize on the bulletin board no later than November 1st of 1999 and 2000 the beginning of the new leave year.

ITEM K THE PROCEDURE FOR SUBMISSION OF APPLICATIONS FOR ANNUAL LEAVE DURING OTHER THAN THE CHOICE VACATION PERIOD

1. All annual leave other than the choice period will be given on a first come first served basis.
2. No Mail Handler shall submit a 3971 more than 30 days in advanced, with the exception of proof of confirmed reservations. This exception will be made by both Tour supervisor and Tour steward.
3. At least 10% will be allowed off on each tour during this period. Percentage will be by tour not day to day. Fractions .5 or higher will be rounded up to the next higher whole number.
4. The 10% excludes the month of December. Depending on workload or circumstances, the tour MDO may grant annual leave to Mail Handlers during the month of December.
5. When submissions for annual leave exceed the quota allowed, seniority will be the deciding factor.
6. Application for leave may not be submitted more than 30 days prior to the requested date if the date or dates requested involve the major/full working day before as after a holiday.

ITEM L OVERTIME

1. Management and the Mail Handlers Union agree that the overtime list shall be by tour.
2. There will be three (3) Overtime Desired Lists for each tour. The three lists are defined as: Before Tour, After Tour and Non-Scheduled day.
3. In administering the scheduling of overtime, the sequence will be:
 - a) Those on the appropriate Overtime Desired List (Pre-tour, post-tour, non-scheduled day) by tour and seniority on a rotation basis.
 - b) Involuntary scheduling of those not on the appropriate Overtime Desired List by tour by inverse seniority, on a rotation basis.
4. Employer and Union agree that two (2) weeks prior to the beginning of the Fiscal Quarter, the supervisor will ask each applicable Mail Handler if he or she desires his or her name to be placed on the overtime desired list for the next quarter.
 - a) The Mail Handler shall be required to initial his or her choice of yes or no on each of the three (3) lists.
5. When a Mail Handler cannot be reached on the first call one hour before the schedule, the second call will be made within 15 minutes by the supervisor (or with tour steward, if present).
6. Management will give Mail Handlers as much advanced notice (at least one (1) hour) when overtime will be required either voluntary or mandatory to the fullest extent possible.
 - a) When not possible to give one-hour advanced notice, the union will be notified as to the reason.
7. Mail Handlers in an overtime status will be considered junior to the junior regular Mail Handler scheduled.
8. Respective tour supervisor will be responsible for maintaining the overtime-desired list.
9. A copy of each overtime list will be given to the union.

ITEM M THE NUMBER OF LIGHT DUTY ASSIGNMENTS TO BE RESERVED FOR TEMPORARY OR PERMANENT LIGHT DUTY ASSIGNMENT

1. Light duty is that duty provided any employee who has physical limitations, which are documented by a qualified and treating physician and fall within the provision of the National Agreement, resulting from off-the-job injury or illness and requested in writing by the employee.
2. Light duty may be provided when a physical limitation allows an employee to return to work performing less than their normal work requirements. The nature of such assignments shall be consistent with the employee's physical limitations.
3. Requests for permanent light duty will be governed by Article 13.2 B1 and 13.2 B2 of the National Agreement.

ITEM N THE METHOD TO BE USED IN RESEVING LIGHT DUTY ASSIGNMENTS SO THAT NO REGULARLY ASSIGNED MEMBER OF THE REGULAR WORK FORCE WILL BE ADVERSELY AFFECTED

1. The Plant Manager or his/her designee will consult with Chief Steward (Local 301-28), Mail Handler Union, to review all requests for temporary light duty assignments submitted by members of the Mail Handler craft.
 - a) If necessary, a meeting will be held with the employee involved to discuss the reason for this request.
2. Mail Handlers assigned to temporary light duty shall be utilized to the extent possible on duties and responsibilities assigned to the Mail Handler craft.
3. When an employee is given a light duty assignment, his/her limitations will be made known to the appropriate supervisor.
4. The tour of duty and days off for Mail Handlers on light duty shall be the same as the employee had in regular assignment.

ITEM O THE IDENTIFICATION OF ASSIGNMENTS TO BE CONSIDERED LIGHT DUTY

1. Light duty assignments within the Mail Handler craft will be based on the individual employee's medical limitations and the available duty at the installation.
2. Management and the Union agree that when a request for light duty is properly submitted reasonable consideration will be given.
3. Light duty for all tours shall include, but not be limited to, the duties below:
 - a) Culling Mail
 - b) Traying of Mail
 - c) Hand canceling
 - d) Mail prep

ITEM P THE IDENTIFICATION OF ASSIGNMENTS COMPRISING A SECTION WHEN IT IS PROPOSED TO REASSIGN WITHIN AN INSTALLATION, EMPLOYEE EXCESS TO THE NEEDS OF A SECTION

1. Employer and the Union agree that the identification of assignments comprising a section when reassigning within the installation shall be by tours installation wide.
 - a) Tour 1 -- Starting time 2300
Tour 2 -- Starting time 0600
Tour 3 -- Starting time 1500
 - b) 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.
 - c) Each tour shall be considered a section, Mail Handlers will be moved by juniority.

ITEM Q THE ASSIGNMENT OF EMPLOYEE PARKING SPACES

1. The existing parking program will remain in effect.
2. Employee parking on premises will be determined by:
 - a) Number of spaces available
 - b) Ratio of APWU Local and NPMHU Local employees to determine above number of parking spaces.
 - c) The union will be responsible for individually assigning parking spots to members.

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

1. The Employer and Mail Handlers Union agree Union Officers shall be granted annual leave without pay to attend union meetings and functions pertinent to their office not to be charged to choice vacation.

ITEM S THOSE OTHER ITEMS WHICH ARE SUBJECT TO LOCAL NEGOTIATIONS

1. Labor management meeting involving the Mail Handlers Union will be held on a quarterly basis.
2. Seniority list will be updated and posted on a quarterly basis. A copy will be furnished to the union.
3. All bids will be posted on the bulletin board (behind glass) on a Tuesday and be removed ten (10) days later on Friday. Results will be posted along with new bids on the following Tuesday. Successful bidder will be placed in his/her new assignment within 15 days from the date of the award. Any successful bidder whose new bid overlaps another tour will assume Saturday and Sunday non-scheduled days for the first week of their new bid only.
4. When vacant assignments occur and/or changes are made, management will consult with Chief Steward before posting is made.
5. Posting and bidding for preferred duty assignments shall be installation wide.
 - a) For the purpose of clarification when duty assignments are posted for bid, management will identify the principle assignment area, when four (4) hours or more of consecutive and continuous work in a principle assignment area exist.
6. All bids must be prepared by typewriter or ink on PS Form 1717 (Bid Card) and must be received in the Personnel Office or placed in the bid box at 1600 hours on the closing date contained in the bid notice.
 - a) It shall be the responsibility of the Personnel Officer and a Mail Handler representative to make a final check of the bid box at 1600 hours on the closing date for the receipt of bids.
7. The Personnel Office shall consider all bids submitted by employees in a confidential manner and information concerning same will not be made available to other employees during the posting period.

ITEMS CONTINUED

8. An employee on leave of any type, or contemplating such leave may submit to the Personnel Officer a request, in writing to be advised of the posting of a vacant assignment in his/her particular craft.
 - a) It shall be the responsibility of the employee to initiate the request and to state in his/her letter whether he/she desires to be notified by telephone or in writing.
 - b) It is understood, regardless of the method of notification or the date of the request, no extensions will be permitted, for the receipt of Form PS 1717 (Bid Card) beyond the posted closing date and time.
9. Both parties agree that installation wide seniority shall prevail at this office in determining seniority for bidding purposes/
10. A Mail Handler receiving temporary change of schedule will be considered the junior regular on the tour he/she is changing to. He/she also will be the junior full time regular for holiday scheduling and for overtime-desired list.

**ITEM T LOCAL IMPLEMENTATION OF THIS AGREEMENT
RELATING TO SENIORITY REASSIGNMENTS AND POSTING**


1. Seniority list will be updated and posted on a quarterly basis. A copy of the list will be furnished to the Union.
2. Management will furnish the Union a copy of any posting affecting Mail Handlers craft.
3. When a Mail Handler is temporarily detailed to a higher level position, management will furnish Local 301 with a copy of Form 1723.
4. The Union will be advised of any permanent reassignment of employees from another craft to the Mail Handler craft.

ITEM T CONTINUED

5. The parties to this statement agree that among the complement of Full-time regular Mail Handler in the Waterbury P&DF, any temporary vacancy or assignment which is expected to be of thirty (30) days or more in duration will be considered "long term" and will be posted for bid for temporary coverage by senior qualified bidder. The bidding period shall last five (5) days. This shall not require the filing of any subsequent vacancy. Temporary bids will be posted on Monday.
6. A Preferred duty assignment, which is not required to be posted for bid, shall be offered to the senior qualified requesting Mail Handler in the section.
7. When an employee is moved from one operation to another, the provisions of Article 12.3 E3, e. will be followed. 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 Mail Handlers will be made by juniority.

This Memorandum of Understanding is entered into on June 25, 1999,
at Waterbury, CT between the representatives of the United States Postal Service,
and the designated agent of the National Postal Mail Handlers Union, a Division of
the Laborer's International Union of North America, AFL-CIO. Pursuant to the
Local Implementation Article of the 1998 National Agreement. This Memorandum
of Understanding constitutes the entire agreement on matters relating to local
conditions of employment.


For the United States Postal Service


For the National Postal Mail Handlers
Union, AFL-CIO (LIUNA)
Local 301-28