



**MEMORANDUM  
OF UNDERSTANDING  
BETWEEN  
UNITED STATES POSTAL SERVICE  
NEW HAVEN, CONNECTICUT  
and  
NATIONAL  
POSTAL MAIL HANDLERS  
UNION  
1990-1993  
WILLIAM QUINN  
PRESIDENT, LOCAL 301  
JOSEPH ALLEN  
ADM. VICE PRESIDENT**

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into on May 31, 1991, at New Haven, Connecticut, between the representatives of the United States Postal Service and the designated agent of Local 301, National Post Office, Mailhandlers, Watchmen, Messengers and Group Leaders Division of Laborer's International Union of North America, AFL-CIO, pursuant to the Local Implementation of the 1990-1993 National Agreement.

This memorandum constitutes the entire agreement on matters relating to Local conditions of employment.

### LABOR-MANAGEMENT MEETINGS:

A. Labor-management meetings will be held every month on the fourth Wednesday at 1:00 PM. Prior to the meeting an agenda will usually be submitted. However, in situations where only singular topics are to be discussed and with consent of both parties to this agreement, a prior agenda is not a prerequisite. The time allotted for the meeting will be two hours usually, unless this duration is extended by mutual consent. If a meeting is cancelled, it must be rescheduled as a special meeting and must meet the specifications of that type of meeting listed under that heading in Paragraph B. Both parties will be allowed to have as many official representatives to be in attendance as each thinks will be necessary to support their various positions.

B. Special meetings will be held at the request of either labor or management. Either party to this agreement who wishes to schedule such a meeting must give seven days notice to the other party unless this option is waived by mutual consent.

C. Christmas meeting will be held at least eighteen days prior to the holiday in order to address and resolve the particular issues unique to the month of December, in accordance with the National Agreement and the Local Memorandum of Understanding. An agenda will be submitted prior to this meeting and seven days notice before the scheduled meeting will be given to both parties.

D. The Employer will consult at least one week in advance with Local 301 through a regular Labor-Management meeting or special meeting; if necessary, prior to institution of changes which affect working conditions of mailhandlers.

Article 30

ITEM 1 - WASH-UP PERIODS

The employer shall grant reasonable time to wash prior to lunch and at the end of the tour which will be at least six minutes. Mailhandlers who perform dirty work or work with toxic materials shall be granted additional wash-up time when necessary. The necessity of the extra time shall be on an individual basis and each employee's request for extra wash-up time shall be evaluated by the immediate supervisor and either granted or denied. The need for extra wash-up time will favor those who perform the following duties:

Dock Work  
Hand Stamp and Cancelling Machines  
Sack Segregation  
Dumping

ITEM 2 - 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

- A. When an emergency condition arises, the Employer will consult with City or State officials in order to determine the extent and to what degree it will affect employees performing mail operations.
- B. Immediately thereafter the Employer will consult with the Union representative and make known to that official the extent of any curtailment of mail operations and/or the extent to which employees shall be excused. The plan set forth by the Employer in such an emergency shall be provided to the union before it is implemented, if possible.
- C. The Postmaster shall make the final determination of what action will be taken in such an emergency.
- D. Employees on duty will be informed promptly of what action will be taken in such emergencies and the employer will make every effort to notify employees off duty of what action they should take. All available media will be utilized by the Employer to instruct off duty employees of what is expected of them in that emergency situation.
- E. In the event of a bomb threat at this facility, the contingency plan would be activated.

**ITEM 3 - LOCAL LEAVE PROGRAM**

A. If a request for annual leave is approved and subsequently the leave hours to cover that request are short, the employee upon returning to work shall be granted LWOP for the short time and shall not be given AWOL.

B. Employees shall not be precluded from submitting requests for annual leave of four days or less during the choice vacation period. Employees shall not be denied annual leave solely because it is the choice vacation period.

C. Same day requests for annual leave shall be answered without delay.

D. A request for annual leave (3971) must be returned promptly. The carbon copy of the request must be returned to the employee completed within 48 hours after the time it was submitted to the employer. In an employee's absence their copy of the request will be provided upon their return to work.

E. Consistent with the needs of the Postal Service Union members shall not be denied annual leave to attend union meetings.

F. Union officers and stewards will be granted annual leave or leave without pay to attend union meetings and functions pertinent to their office.

G. The Employer shall cooperate with any employee or employee organization wishing to sponsor a blood donor drive. The employer and the employee or employee organization wishing to sponsor a blood donor;s drive shall sit to determine the amount of excused hours of all blood donors.

H. Providing the employee makes prior arrangements at least seven days in advance of the time requested, the Employer will extend due consideration to any request for leave to observe or attend ethnic events and birthdays for individual craft employees consistent with the needs of the service.

I. Emergency annual leave will be given consideration consistent with the needs of the service when members of the employee's immediate family are ill and the presence of the employee at home is required. The definition of "immediate family" for the purpose of this contract is: spouse, children, parents, grandparents and siblings of employees. The employees may be required to furnish a medical certificate from the attending physician.

J. Requests for annual leave shall be made no more than 45 days in advance with the following cut-off times being observed:

Tour 1 - 0400 AM  
Tour 2 - 1200 AM  
Tour 3 - 2000 PM

On the 45th day prior to these cut-off times all annual leave should be determined and considered on the basis of seniority. After the listed cut-off times all requests for leave shall be considered on a first-come, first-served basis. The day requested shall be the 46th day.

K. During the prime period, if less than 10% of the daily scheduled tour complement are off by week with 48 hours notice the difference will be granted leave for that day. Consistent with the needs of the service management will make every effort to excuse additional employees on annual leave or vacation after these minimums are met.

#### ITEM 4 - DURATION OF THE CHOICE VACATION PERIOD

The duration of the choice vacation period for the purpose of this contract shall be the third (3rd) Monday in April through the third (3rd) Monday in October.

#### ITEM 5 - BEGINNING DAY OF VACATION PERIOD

Vacation periods may begin on the first day of the employee's basic work week which would commence on the date following their non scheduled day or the first day of their service work week at the option of the employee.

#### ITEM 6 - SELECTIONS DURING THE CHOICE VACATION PERIOD

A. Mailhandlers will submit two choices of vacation periods and vacations will be awarded on each tour on the basis of seniority.

B. Employees who have accumulated 20 or more days of annual leave shall be granted up to 15 days of continuous annual leave during the choice vacation period.

C. The number of days not to exceed 15 shall be at the option of the employee.

D. Approved vacations may be cancelled by mutual agreement between Management and the Union, if requested by the employee.

E. Supervisors, Acting Supervisors and non-career employees shall not complete with craft employees for vacation periods. They shall not be granted vacations in lieu of career craft employees.

F. When an employee changes assignments (voluntarily or involuntarily) he or she shall retain his original choice of vacation.

**ITEM 7 - MILITARY, JURY DUTY, AND ATTENDANCE AT NATIONAL OR STATE CONVENTIONS DURING THE CHOICE VACATION PERIOD**

Military, Jury Duty, and attendance at National or State conventions shall not be charged to the choice vacation period.

**ITEM 8 - MAXIMUM NUMBER OF EMPLOYEES TO RECEIVE LEAVE DURING CHOICE VACATION PERIOD**

At least 15% of Mailhandler craft career employees on each tour installation wide shall be granted vacations each week during the choice vacation period.

**ITEM 9 - OFFICIAL NOTICES TO EMPLOYEES ON APPROVED VACATION SCHEDULES**

Vacation schedules for mailhandlers will be posted in blocks of one week each during the choice period. Schedules will be posted by February 15 and choices must be submitted by March 15. Employees will be notified of their assigned vacation on or before March 31. Vacation schedules shall be posted on bulletin boards by March 31, and shall be posted for the duration of the choice vacation period.

**ITEM 10 - NOTIFYING EMPLOYEES OF THE NEW LEAVE YEAR**

Employees shall be notified of the beginning of the new leave year via notices posted on all bulletin boards no later than November 1 of the previous year. Said notices shall remain posted for 30 days.

**ITEM 11 - APPLICATIONS FOR ANNUAL LEAVE DURING OTHER THAN CHOICE VACATION PERIOD**

A. In other than choice vacation period the employer shall guarantee to grant a minimum of 5% of the mailhandlers scheduled in on any tour annual leave (four days or less). Consistent with the needs of the service the Employer will make every attempt to grant annual leave to a total minimum of at least (7%) seven percent of scheduled mailhandlers due in on any tour.

The above policy shall not preclude the Employer from granting annual leave at a higher percentage rate whenever possible.

B. Stewards may request from Tour Superintendent in charge of tour the reason for denial of annual leave.

**ITEM 12 - OVERTIME DESIRED LISTS**

A. Overtime Desired Lists shall be by tours at MSC New Haven, CT. Each tour will be canvassed before the new quarter begins.

B. There will be two (2) overtime lists; the first will be for non scheduled days. Second will be for in excess of eight (8) hours, and the asterisk will indicate excess of 10 hours.

C. Notice on overtime to employees will be given one hour prior to the end of tour when possible.

D. When an employee is called in to work a non scheduled day after normal tour time of duty has begun, it shall be the employee's prerogative to leave at his/her normal scheduled ending time. Form 3971 will be completed.

E. At the beginning of each new quarter overtime opportunities will continue where the list left off and proceed to completion before starting again at the top of the list.

F. An employee's request to add their name to the overtime desired list may be granted if; within the two week period prior to the request such employee has changed their tour of duty.

**ITEM 13 - NUMBER OF MAILHANDLER LIGHT DUTY ASSIGNMENTS**

There shall be twenty-one light duty assignments in the mailhandler craft in the New Haven Post Office.

**ITEM 14 - METHOD OF RESERVING LIGHT DUTY ASSIGNMENTS SO AS NOT TO ADVERSELY AFFECT MEMBERS OF THE REGULAR WORK FORCE**

A. The Employer will consult with the appropriate supervisor in regard to the capacity of a light duty mailhandler as to the type of work to which the mailhandler is to be assigned.

B. The tours of duty and days off for mailhandlers on light duty shall be the same as the employee had in his/her regular assignment insofar as possible.

**ITEM 15 - LIGHT DUTY ASSIGNMENTS - DESCRIPTION AND JOB LOCATION**

Sweeping of Mails  
Tying Out of Mails  
Protecting of Mails  
Stripping of Mails  
Culling of Mails  
Traying of Mails  
Labeling of Mails and Racks  
Removing of Outdated Labels  
Ledge Loading of Mails  
Rewrapping of Mails  
Separating of Empty Sack Equipment  
Obtaining Empty Equipment  
Supply Room  
Sack Examination  
Facing Letters and Flats  
Administrative Messengers  
Handstamping Mails



Mailhandlers on light duty shall not be limited to the aforementioned positions.

**ITEM 16 - REASSIGNMENT OF EMPLOYEES EXCESS TO THE NEEDS OF A SECTION**

When it is proposed to reassign employees excess to the needs of a tour, it will be done by juniority by tour, installation wide.

**ITEM 17 - THE ASSIGNMENT OF EMPLOYEE PARKING SPACES**

A. The existing parking program will remain in effect. A National Study Committee on Parking will be established in order to improve the parking program at existing facilities and to recommend such programs for new facilities.

B. Recognizing the need for adequate security for employees in parking areas, and while en route to and from parking areas, the Employer will take reasonable steps, based on the specific needs of the individual locations, to safeguard employee security, including, but not limited to, establishing liaison with local police authorities, requesting the assignment of additional uniformed police in the area, improving lighting and fencing, and where available, utilizing mobile security force patrols.

**ITEM 18 - WHETHER ANNUAL LEAVE TO ATTEND UNION ACTIVITIES REQUESTED PRIOR TO DETERMINATION OF CHOICE VACATION PERIOD SHALL BE PART OF THE TOTAL CHOICE VACATION PLAN**

It shall not be considered part of the choice vacation period.

**ITEM 19 - ARTICLE 25, SECTION**

A. When it becomes necessary to detail employees in the mailhandler craft to do higher level bargaining unit work, on a temporary basis, the selection shall be made by seniority within that category of volunteers on the detail list. However, for details of an anticipated duration of one week (five working days within seven calendar days) or longer to those higher level craft positions enumerated in this agreement as being permanently filled on the basis of promotion of the senior qualified employee, the senior qualified, eligible, available employee in the immediate work area in which the temporarily vacant higher level position exists shall be selected. For the purpose of higher level assignment the immediate work area shall be considered the entire tour where the vacancy exists.

B. Definition of Sections in the New Haven Post Office shall be as follows for bid purposes:

Tow Motors/forklift  
LSM Operation Section (Including Take-Away System)  
FSM Operation Section (Including Take-Away System)  
Incoming Cityside Section (Includes Operations 180 to 189)  
Truck Terminal Platform Section  
Incoming Parcel Post Section  
Container & Bull Pen Operation (Including Operation 232)  
Linear Sorter Section (Sorting & Keying)  
Paper Section  
Preferential Section - 010, 110, 112, 060  
Outgoing Circ's Section  
OCR/BCS

ITEM 20 - SENIORITY, REASSIGNMENTS, POSTING


- A. The order of movement of full time regular mailhandlers outside of their bid assignments shall be by inverse seniority.
- B. Vacant full time mailhandler assignments shall be posted for a period of 10 days.
- C. Bids will not be completely processed until one day after the closing date of the bid to provide for bids in transit.
- D. When bids are postmarked, the postmark shall not be later than the closing date of bid. It is suggested that all bids be postmarked.
- E. An employee may withdraw his/her bid on a posted assignment, if the withdrawal request is received in writing prior to the closing date of the posting. Six (6) copies of each draft bid posting shall be sent to the union.
- F. The Administrative Vice President of this local shall be given an accounting period report by the Employer, listing all personnel actions taken within the previous accounting period. Such information shall include, but not be limited to, such subjects as hiring, transfer, termination, promotion, light duty reports, etc.


G. There should be a detail list for mailhandler details on all tours. Mailhandlers shall be allowed to sign up for all higher level details. This will be done by canvassing on the workroom floor. If a mailhandler refuses to fill a higher level detail assignment for which he/she signs, he/she will no longer be considered for that particular high level detail assignment.

H. If a mailhandler is needed to leave the installation in order to perform duties at a surrounding station or duty, the selection shall be made by juniority of the entire current craft roster on his/her tour.

I. Full-time Regular and Part-time Flexible Mailhandlers will be shown preference in work assignments over employees from another craft assigned to perform mailhandler duties.

J. The resolution of any disputed items by arbitration, or agreement between the parties shall be incorporated into this Memorandum of Understanding by the issuance of an addendum to the memorandum.

  
Donald A. D'Andrea  
Manager-Postmaster  
U.S. Postal Service  
MSC New Haven, CT 06511-9998

  
Joseph Allen  
Administrative Vice President  
LIUNA, Mail Handler Division  
Local 301 - Branch #14

IN-PLANT SUPPORT  
NEW HAVEN CT



APRIL 28, 1995

**TO: ALL MAILHANDLERS**

**RE: GPO OPERATIONS**

When we move to the new Southern Connecticut Processing and Distribution Center, a limited number of positions will remain at the GPO to support platform and customer service operations.

Each position will have a primary assignment but will also support other activities at the GPO. These activities will include; platform, bulk mail, carrier section support, transport of mail containers to and from operations, accountable paper support and empty equipment processing. Though this is not totally inclusive of all duties, it is meant to demonstrate that positions at the GPO will be required to assist other mailhandler positions as is warranted.

If you have any questions, contact your MDO or union official.

A handwritten signature in cursive script, appearing to read "R. P. Uluski".

RICHARD P ULUSKI  
MGR IN-PLANT SUPPORT  
50 BREWERY ST  
NEW HAVEN CT 06511-9997

cc: Plant Mgr  
NPMUH



September 17, 1997


James Carr  
Administrative Vice-President  
NPMHU

Re: LMOU

Enclosed is the modification to the Local Memorandum of Understanding.

I have kept an original for the Postal Service's files.

I am instructing the postal officials that this is in effect immediately. If you wish a different effective date, please contact me so we can coordinate this.

  
John Galvin  
Labor Relations Specialist  
Southern CT Processing & Distr. Ctr.  
24 Research Pkwy  
Wallingford, CT 06492-9011

cc: A. Salzo  
files

DATE: 9/25/98

SUBJECT: HOLIDAY POSTING

In accordance with the arbitration award # B90M-1B-C 95034825 dated 9/17/98, it is mutually agreed that the posting of future holiday schedules in SCP&DC shall contain either/or:

- (1) specific starting and ending times:
- (2) A clear statement that employee's are to report at their normal scheduled reporting times.
- 3) all of the above

It is understood, by the parties that these terms shall not be found to be in conflict with the language of article 11.6, or to be in violation of the aforementioned arbitration award, and will satisfy the conditions for properly posting the holiday schedule.

  
\_\_\_\_\_  
Scott Duell  
Labor Relations

  
\_\_\_\_\_  
James Carr  
Admin. Vice President NPMHU

cc: Plant Manger  
NPMHU  
ELR  
MDO's T-1, T-2, T-3  
File

# Memorandum of Understanding

The parties have agreed to change the Local Memorandum of Understanding to add an addendum to define Sections at the Southern CT Processing & Distribution Center.

Item 19 – Article 25, Section

C. Definition of Sections in the Southern CT Processing & Distribution Center shall be as follows for bid purposes.

Tow Motor / Fork Lift  
FSM - ( Flat Sorting Machine )  
Paper Section  
Cy Pack Area  
BMS - ( Bulk Mail Sorter )  
Platform Operations  
Preferential Section - ( 010, Pouching, Opening Unit, 213 )  
Automation - ( OCR, BCS, DBCS )  
SPBS - ( Small Parcel Bundle Sorter )  
APPS - ( Automated Package Processing System ) new in January 2005

W. E. Hylton

William E. Hylton  
President  
Mailhandlers Union

4/13/4

Date

For Ed Hawkins

Todd Hawkins  
Plant Manager  
Southern CT P&DC  
Wallingford CT 06492

4/13/04

Date

## MEMORANDUM OF UNDERSTANDING

The parties agree that in the areas of overtime scheduling, vacation scheduling, and holiday scheduling, the Southern Connecticut Processing Facility will remain separate and distinct from the New Haven Post Office (50 Brewery Street) and stations and branches.

The parties further agree that in drafting language on scheduling in the above listed areas, we will look to the 1990 Memorandum of Understanding (Local Agreement) between the United States Postal Service and Hartford, CT Local 301-34 as a guide.

*Bernard McNamara*  
Bernard McNamara  
Plant Manager *3/20/95*  
So. CT. P & D Facility  
Wallingford, CT 06492

*Sheldon Rhinehart*  
Sheldon Rhinehart *3/20/95*  
Postmaster  
U S Postal Service  
50 Brewery Street  
New Haven, CT 06511

*William E. Hylton*  
William Hylton  
NPMHU Vice-President  
New Haven, CT 06511



John



September 16, 1997

Gerard Ahern  
Plant Manager  
Southern CT P & D Ctr  
24 Research Pkwy  
Wallingford CT 06492

Sheldon Rhinehart  
Postmaster  
U S Postal Service  
50 Brewery Street  
New Haven CT 06511

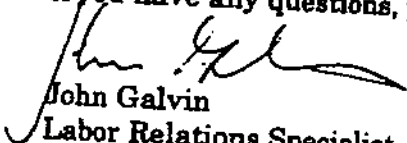
Re: Local Agreement

Enclosed, please find a minor modification to the Local Agreement with the Mailhandler Union.

It changes the policy when an employee cancels an annual leave request.

*"Voluntary cancellation of any part of a pre-approved Form 3971 for multiple days will cancel the entire original request."*

If you have any questions, please contact me at 949-3142.

  
John Galvin  
Labor Relations Specialist  
Southern CT Processing & Distr. Ctr.  
24 Research Pkwy  
Wallingford, CT 06492-9011

cc: All MDO's  
All Sta/Br Mgrs.  
PSDS  
file

RE: Local Memorandum - Item 3, LOCAL LEAVE POLICY, section J.

It has been agreed to by USPS & NPMHU that Item 3, LOCAL LEAVE POLICY, section J will now read as follows:

J. Requests for annual leave shall be made no more than 45 days in advance with the following cut-off times being observed.

Tour 1 - 0400 AM

Tour 2 - 1200 PM

Tour 3 - 2000 PM

On the 45th day prior to these cut-off times all annual leave should be determined and considered on the basis of seniority. After the listed cut-off times all requests for leave shall be considered on a first-come, first-served basis. The day requested shall be the 46th day.

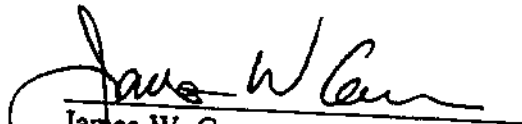
On single day requests for annual leave on form 3971, the day requested shall be the 46th day. On multiple day requests for annual leave on form 3971, the first day requested shall be the 46th day.

Annual leave requests for multiple days on form 3971 are considered in total. The employee should inform both USPS and NPMHU of voluntary cancellations of pre-approved form 3971s at least 48 hours before said 3971 is to take effect.

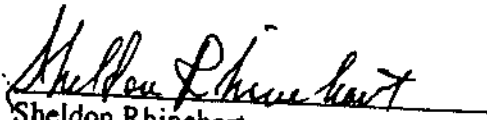
Voluntary cancellation of any part of a pre-approved form 3971 for multiple days will cancel the entire original request. Employees must then resubmit a form 3971 for possible approval or disapproval of any days they continue to request.



Gerard K. Ahern  
Plant Manager  
S. CT P&D Center  
24 Research Pkwy.  
Wallingford, CT 06492



James W. Carr  
Administrative Vice President  
NPMHU Local 301, Branch # 14



Sheldon Rhinehart  
Postmaster  
New Haven Post Office  
50 Brewery St.  
New Haven, CT 06511