

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
UNITED STATES POSTAL SERVICE  
AND  
NATIONAL POSTAL MAIL HANDLERS UNION  
DIVISION OF THE  
LABORERS' INTERNATIONAL UNION OF NORTH  
AMERICA, AFL-CIO**

**LOCAL 301, NORWICH, CT**

**2011 NATIONAL AGREEMENT**

**ROBERT J. BROXTON SR.**

**President, Local 301**

**DANIEL ST. MARIE**

**Vice President, Local 301**

## ITEM A - ADDITIONAL OR LONGER WASH-UP PERIODS

When an employee performs dirty work or work with toxic materials, the employee will be allowed reasonable wash up time.

## ITEM B - 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

1. The safety and health of employees is of paramount importance. The decision for curtailment or termination of Postal Operations to conform to the orders of local authorities, or as local conditions warrant because of emergency conditions, shall be made by the installation head. When the decision has been reached to curtail Postal Operations, to the extent possible, management will notify and seek the cooperation of local radio and television stations to inform employees.
2. Employees should call the USPS National Emergency Hotline at 888-363-7462 to check on facility closings, reporting time changes and other workplace information. Simply enter the Norwich zip code of 06360.

## ITEM C - FORMULATION OF LOCAL LEAVE PROGRAM

1. Choice vacation selection will begin on April 1st and end on April 15th, by seniority and Mail Handlers shall select full weeks only.
2. Choice vacation shall be awarded as provided in Article 10, Section 3D1., 2. & 3. of the National Agreement and this LMOU.
3. A Mail Handler bidding from one tour to another will retain his/her Choice Vacation Period as previously granted.
4. Employees must cancel their Choice Vacation Leave Selections in writing to management one week prior to the starting time. This week would then be considered open to other employees by Seniority and who have the available Annual Leave.
5. Annual leave requests that were approved for multiple days on form 3971 are considered in total. The employee is responsible to inform both USPS and NPMHU of voluntary cancellations of pre-approved form 3971's at least 72 hours in advance before the leave is to take effect. Voluntary cancellation of any part of a pre-approved 3971 for multiple days will cancel the entire original request. Employees must then resubmit another form 3971 for possible approval or disapproval of any days they continue to request.

6. Same day requests for leave to end tour early will be considered and answered, via Form 3971, within a reasonable amount of time. Such requests for leave are not subject to any approval guarantee.

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

The choice vacation period shall be from the first full week in May through the last full week in October. Thanksgiving Day Week and Christmas Day Week will also be included in the Choice Vacation Period.

#### ITEM E - THE DETERMINATION OF THE BEGINNING DAY OF AN EMPLOYEE'S VACATION PERIOD

Vacation during the choice vacation period shall start on Monday and end on Sunday.

#### ITEM F - WHETHER EMPLOYEES AT THEIR OPTION MAY REQUEST TWO SELECTIONS DURING THE CHOICE VACATION PERIOD, IN UNITS OF EITHER 5 OR 10 DAYS

1. An employee may, at his/her option request two (2) selections during the choice selection period (CVP) in units of five (5) or ten (10) days during the choice vacation period. Choice Vacation Period Selections will be by seniority.
2. Employees must designate which are their first CVP selection and their second CVP selection. Any employee's second CVP selection will not deprive another craft employee of their first CVP selection. Any selections that are not continuous are considered to be the second selection. No more than two (2) selections will be considered during the choice vacation period.
3. The total leave approved can not exceed the number of days authorized in Article 10, Section 3D1, 2, & 3 as appropriate.
4. Employees must have sufficient annual leave to cover their annual leave request. Approval of leave without pay in lieu of insufficient annual leave balances is solely at the discretion of management and not automatic.

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

Jury Duty and Military Duty shall not be charged to the choice vacation period. Attendance at National and State Conventions shall not be charged to the choice vacation period. The leave for National and State conventions shall be blocked off to insure the delegates may be granted leave in accordance with Article 24, Section 2B of the National Agreement. There will be one leave slot blocked off for a delegate to attend the state or national conventions during choice vacation period if requested by the union during the choice vacation selection period.

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

For the purposes of the initial Choice Vacation Period Selections, when requested, 12% of the employees will be granted leave in accordance with Item F of this memorandum. When applying the 12% requirement, any fraction of 0.50 or more will be rounded to the next higher number. Any fraction less than 0.50 will be rounded to the next lower number. This number will not be less than 1. Any Annual Leave requested after completion of Choice Vacation Period bidding, for time during the Choice Vacation Period( Open Weeks, Cancelled Weeks ) will be requested 7 days ahead of time and will be subject to the percentage guarantee.

ITEM I - ISSUANCE OF OFFICIAL NOTICES TO EACH EMPLOYEE OF THE APPROVED VACATION SCHEDULE FOR SUCH EMPLOYEES.

1. Employees will be notified by a posting on the Mail Handler Bulletin board of the approved Choice Vacation Period Selections at least seven ( 7 ) days prior to the start of the Choice Vacation Period.
2. Each Mail Handler will be required to submit PS Form 3971 in duplicate confirming their choice of their Choice Vacation Selection

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

The installation head will notify the union and employees of the new leave year by posting a notice on the official bulletin board as soon as available, ( usually published in postal bulletins during the month of January ).

ITEM K - THE PROCEDURES FOR SUBMISSION OF APPLICATIONS FOR ANNUAL LEAVE DURING OTHER THAN THE CHOICE VACATION PERIOD.

1. For annual leave other than choice period, form 3971 will be submitted in duplicate at least 72 hours in advance to the supervisor on duty. Such requests will be considered no more than 30 days in advance and will be approved by seniority based on the percentage guarantee( 12% ) covered in Item H, to be not less than 1. Employees will be notified by Form 3971, of Approved/Disapproved Annual no less than 48 Hours in advance.
2. On single day requests for annual leave on form 3971, the day requested shall be the 31st day. On multiple day requests for annual leave on form 3971, the first day requested shall be the 31st day.
3. Annual Leave requests that are approved for multiple days on form 3971 are considered in total. The employee is responsible to inform both USPS and NPMHU of any voluntary cancellations of pre-approved form 3971's at least 72 hours in advance before the leave is to take effect. Voluntary cancellation of any part of a pre-approved 3971 for multiple days will cancel the entire original request. Employees must then resubmit another form 3971 for possible approval or disapproval of any days they continue to request.

ITEM L - WHETHER "OVERTIME DESIRED" LISTS IN ARTICLE 8 SHALL BE BY SECTION AND/OR TOUR.

1. The overtime desired list will be administered by tour.
2. There will be three (3) Overtime Desired Lists for each tour. The three lists are as follows:  
  
    Before Tour OTDL  
    After Tour OTDL  
    Non-Scheduled Day OTDL
3. A copy of the aforementioned OTDL's shall be given to the Union and will be posted.
4. A Mail Handler on a temporary change of schedule to another tour will be considered junior to the Regular Mail Handlers on that tour for the purposes of holiday scheduling and for the OTDL.

ITEM M - THE NUMBER OF LIGHT DUTY ASSIGNMENTS WITHIN EACH CRAFT OR OCCUPATIONAL GROUP TO BE RESERVED FOR TEMPORARY OR PERMANENT LIGHT DUTY ASSIGNMENT.

The employer agrees to the principles enunciated in Article 13 and will show consideration for full-time regular or part-time flexible employees requiring light duty assignments whenever such light duty work is available and productive.

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.

No Mail Handler will be forced from his regular assignment or have his regular assignment modified in order to accommodate a light duty assignment of another employee.

ITEM O - THE IDENTIFICATION OF ASSIGNMENTS THAT ARE TO BE CONSIDERED LIGHT DUTY WITHIN EACH CRAFT REPRESENTED IN THE OFFICE.

Light duty assignments within the office for Mail Handler may include those duties that are within the work restrictions of the Mail Handler and available and productive. "Make work" assignments will not be considered.

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.

For purposes of applying Article 12 of the National Agreement, the facility( All Tours) shall be considered one section.

ITEM Q - THE ASSIGNMENT OF EMPLOYEE PARKING SPACES.

Parking spaces in excess of USPS needs will be available on a first come first serve basis.

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 approved to attend Union activities other than Union conventions as reflected in Item G, prior to the granting of choice vacation period will be counted in the percentage provided for in Item H of the Memorandum.

ITEMS S & T - THOSE OTHER ITEMS WHICH ARE SUBJECT TO LOCAL NEGOTIATIONS AS PROVIDED IN THE ARTICLES OF THIS AGREEMENT. LOCAL IMPLEMENTATION OF THIS AGREEMENT RELATING TO SENIORITY, REASSIGNMENTS AND POSTING.

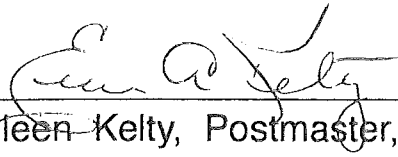
1. Bids for craft assignments shall be posted on the official bulletin board.

2. An employee absent on leave or contemplating an absence on leave may request in writing to the Union Representative to be notified of bid postings of vacant assignments. It shall be the responsibility of the employee to initiate such a request. It is understood that should there be any mistake in such notifications, no extensions will be permitted beyond the scheduled time of bid closing. It is suggested that the employee provide the Union Representative with a self-addressed, postage paid envelope.
3. The movement of people outside of the bid assignment area will occur per the principles listed in Article 12.3E.
4. The definition of a Section in the Norwich Facility is the facility.
5. Other than the work described on the bid sheet, there is no seniority within a section for the purposes of selecting work and/or assignments within the section.
6. A copy of the seniority list will be posted on the official bulletin board.
7. The Union Steward will be granted reasonable use of a USPS phone for the administration of the collective bargaining agreement.
8. If updated and requested a copy of the seniority list shall be provided to the Union Representative.
9. If requested, when a Mail Handler is temporarily detailed to a higher level position, Management will furnish the Union Representative with a copy of the form 1723 and/or a buckslip designating such.



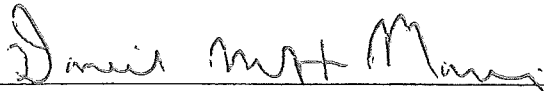
# LOCAL MEMORANDUM OF UNDERSTANDING NPMHU - NORWICH, CT

This Memorandum of Understanding is entered into on October 22, 2013, at the Norwich, CT Postal Facility, between the representatives of the United States Postal Service, and the designated agent of the National Postal Mail Handlers Union, NPMHU, pursuant to the Local Implementation Provisions of the 2011 National Agreement( 11/21/11 - 5/20/16 ) with the National Postal Mail Handlers Union, NPMHU.



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Eileen Kelty, Postmaster, Norwich CT



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Daniel W. St. Marie, Vice President, Local 301 NPMHU