

**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, WATERBURY, CT**

**2011 NATIONAL AGREEMENT**

**ROBERT J. BROXTON SR.**

**President, Local 301**

**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 it 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 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 requests 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.
4. Management will post a notice by January 31<sup>st</sup> advising employees that selections for the choice vacation period will begin on April 1<sup>st</sup> and end on April 15<sup>th</sup>.
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 EMPLOYEE'S 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 PERCENTAGE OF EMPLOYEES WHO SHALL RECEIVE LEAVE EACH WEEK DURING THE VACATION PERIOD.**

1. It is agreed that one (1) Mail Handler on each tour will be granted leave each week during the choice vacation period. Tour 2 Mail Handlers with a begin tour of 0400 will be combined with Tour 1 for choice vacation scheduling purposes. One Mail Handler from this combined group will be granted leave each week during the choice vacation period.
2. Submission for choice vacation period will be from April 1<sup>st</sup> to April 15<sup>th</sup>.
3. A duplicate form PS 3971 will be completed by employee and one (1) copy returned to the employee by the supervisor.
4. When submissions for annual leave exceed the quota allowed, seniority will be the deciding factor.

**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 the start of the choice vacation period.
2. Each Mail Handler will be required to submit PS Form 3971 in duplicate confirming choice of vacation period.

**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 1<sup>st</sup> 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. It is agreed that one (1) Mail Handler on each tour will be granted leave during the non-choice vacation period. Tour 2 Mail Handlers with a begin tour of 0400 will be combined with tour 1 for non-choice vacation scheduling purposes. One Mail Handler from this combined group will be granted leave each week during the non-choice vacation period.

This excludes the month of December. Depending on workload or circumstance, the tour MDO may grant annual leave to Mail Handlers during the month of December.

2. No Mail Handler shall submit a 3971 more than thirty (30) days in advance, with the exception of proof of confirmed reservations.
3. When submissions for annual leave exceed the quota allowed, seniority will be the deciding factor.
4. Applications for leave may not be submitted more than thirty (30) days prior to the requested date if the date or dates requested involve the major/full working day before or after a holiday.
5. A duplicate Form PS 3971 will be completed by employee and one (1) copy returned to the employee by the supervisor.

**ITEM L. OVERTIME**

1. Management and the Union agree that the overtime desired 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 in 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 will 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 advance 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 advance 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.

**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. The Plant Manager or his/her designee will consult with Chief Steward (Local 301-28) Mail Handlers 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 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 cancelling
- d. Mail prep

**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. 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 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 meetings 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.

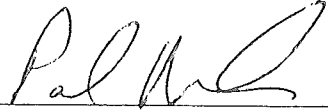
5. Posting and Bidding for preferred duty assignments shall be installation wide.
  - a. For the purpose of clarification when duty assignments are posted for bid, Management will identify the principal assignment area, when four (4) hours or more of continuous and consecutive work in a principal assignment 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 1800 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 of 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.
8. An employee on leave of any type, or contemplating such leave may submit to the Personnel Office 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 extension 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 will also be the junior full time regular for holiday scheduling and for overtime desired list.

ITEM T

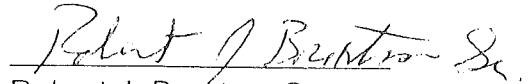
**LOCAL IMPLEMENTATION OF THIS AGREEMENT  
RELATING TO SENIORITY, REASSIGNMENTS, AND  
POSTING**

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 the Mail Handler 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
5. The parties in this statement agree that among the complement of Full-time Regular Mail Handlers in the Waterbury P&DF, any temporary vacancy or assignment which is expected to be of thirty (30) or more days 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 filling 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.E.3.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 October 29, 2013 at the Waterbury P&DF. Between the representatives of the National Postal Mail Handlers Union, AFL-CIO, a Division of the Laborer's International Union of North America, pursuant to the Local Implementation Article of the 2011 National Agreement. This Memorandum of Understanding constitutes the entire agreement on matters relating to local conditions of employment.



Paul Marciniak, Postmaster  
USPS, Waterbury, CT



Robert J. Broxton, Sr.  
Local 301, NPMHU