

MEMORANDUM OF UNDERSTANDING
BETWEEN
UNITED STATES POSTAL SERVICE
HARTFORD, CT
AND LOCAL 301-34
OF THE
NATIONAL POSTAL MAIL HANDLERS UNION
LOCAL 301
DIVISION OF LABORERS INTERNATIONAL
UNION OF NORTH AMERICA
AFL-CIO

CONTRACT YEAR NOVEMBER 21, 2011-MAY 20 2016

> ROBERT BROXTON PRESIDENT, LOCAL 301

JOHN OLESEN
PRESIDENT HARTFORD 301 BRANCH 34
EXECUTIVE BOARD
STATE OF CONNECTICUT

Index

- A. Additional or longer wash-up periods.
- 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.
- C. Formulation of local leave program.
- D. The duration of the choice vacation period.
- E. The determination of the beginning day of an employee's vacation period.
- F. Whether employees at their option may request two selections during the choice vacation period, in units of either 5 or 10 days.
- G. Whether jury duty and attendance at National or State Conventions shall be charged to the choice vacation period.
- H. Determination of the maximum percentage of employees who shall receive leave each week during the choice vacation period.
- I. The issuance of official notices to each employee of the vacation schedule approved for such employee.
- J. Determination of the date and means of notifying employees of the beginning of the new leave year.
- K. The procedures for submission of applications for annual leave during other than the choice vacation period.
- L. Whether "Overtime Desired" lists in Article 8 shall be by section and/or tour.
- M. The number of light duty assignments to be reserved for temporary or permanent light duty assignment.
- 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.
- O. The identification of assignments that are to be considered light duty.
- 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.
- Q. The assignment of employee parking spaces.

- 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.
- S. Those other items which are subject to local negotiations as provided in the following Articles:

Article 12, Section .3B5

Article 12, Section .3C

Article 12, Section .3E3e

Article 12, Section .4

Article 12, Section .6C4a

Article 13, Section .3

T. Local implementation of this Agreement relating to seniority, reassignments and posting

ITEM A

Additional Or Longer Wash-Up Periods

The employer shall grant a reasonable amount of wash-up time for all members of the Mail Handler craft prior to lunch and prior to the end of their scheduled tour. The Mail Handlers will be allowed a five (5) minute wash up time.

Mail Handlers who perform particularly dirty work with toxic, or other hazardous materials, shall be granted additional wash-up time when necessary.

ITEM B

Guidelines For The Curtailment Or Termination Of Postal Operations To Conform To Local Authorities Or As Local Conditions Warrant Because Of Emergency Conditions

The parties recognize that the Postal Service is the most vital part of the communications machinery of the USA, and 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 the conditions so warrant.

- a. The curtailment or termination of Postal Operations because of emergency conditions shall be made by the Installation Head or designee and shall be based upon consideration of the prevailing local conditions in accordance with information available, or upon orders and directives received from local, state or federal authorities.
- b. Consideration shall be given to Acts of God including, but not limited to storms, fires, floods, community disasters, as well as physical conditions included but not limited to civil disorders, bomb threats, explosive, chemical or bio-chemical devices, terrorist threats, which could jeopardize the safety and health of Mail Handlers on duty or those scheduled to report for duty. Management will follow the current USPS National, Regional and Local SOP's for the aforementioned physical conditions.

- c. Every reasonable effort will be made to disseminate this information to on duty mail handlers. Off duty mail handlers are encouraged to use the National Emergency Notification Hotline. This number will be posted throughout the facilities where mail handlers are employed. If necessary management will notify available mass media such as local TV, radio stations, or by any other means available. Local media stations call letters will be posted in the employee entrance. (WFSB, WVIT, WTNH).
- d. If conditions permit, a Management representative will be available to assist the person assigned to the information desk to answer phone calls inquiring about conditions or curtailments.
- e. Every effort will be made to notify all stations and branches where Mail Handlers work as soon as possible when operations are curtailed.
- f. Where the emergency is of such nature that advanced notice is possible, Management will consult in person or by phone with the Hartford Local NPMHU Branch President or his/her designee concerning the appropriate action(s) which Management has determined to take.
- g. The Lead Plant Manager and Postmaster and/or their designee and the President of the Hartford Local NPMHU Branch and/or his/her designee will meet annually for the purpose of Management giving a verbal overview of the Contingency Plans. Notification to the Branch President of the Hartford Local NPMHU will be provided should any changes in the contingency plan occur. Designee names will be made known and updated at these meetings.

ITEM C

Formulation of Local Leave Program

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

ITEM D

The Duration of The Choice Vacation Period

- 1. The choice vacation period will be from January 1 through November 30 and December 26 through New Year's Day.
- 2. Vacation preference will be granted in order by seniority within each mail handler's respective Tour.

- 3. The submission period for vacation requests shall be as follows:
- 4. December 15 through December 31 for January, February, March, April and the first three full weeks in May.
- 5. March 15 through April 15 for the last full week in May and the Months of June, July, August, September, October, November and December 26 to January 1.
- 6. Employees who have bid assignments that include Stations, 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 Employees Vacation Period

The vacation period will start on the first day of the Mail Handler's service week which is Saturday. Exceptions may be granted by agreement among the mail handler, his union representative, and the employer to allow the beginning of the vacation period to be the Mail Handlers basic work week. Each request for exception will be considered on its own merits. Such requests shall not be ordinarily denied.

ITEM F

Whether Employees At Their Option May Request Two Selections During The Choice Vacation Period. In Units of Either 5 Or 10 Days

Consistent with article 10 of the National Agreement Mail Handlers who earn thirteen (13) days of annual leave per year shall be granted up to ten(10) days of continuous leave during the choice vacation period, The Mail Handler at his/her option may take ten(10) days consecutively or in two separate selections of five (5) days each.

Consistent with article 10 of the National Agreement, Mail Handlers who earn twenty (20) or twenty—six days of annual leave per year shall be granted up to fifteen days of continuous leave during the choice vacation period. The Mail Handler at his/her option may take fifteen (15) days consecutively or in two (2) separate selections one of five (5) days and one of ten (10) days or in two (2) separate selections of five days each.

Each selection should list first and second choice, the total not to exceed the maximum specified in Article 10 section 3 D of the National Agreement. Each selection should be made on a separate PS form 1547.

Upon approval and the posting of their selection each Mail Handler shall be required to complete PS Form 3971 confirming his/her choice vacation selection.

ITEM G

Whether Jury duty and Attendance at the National or State Conventions Shall be Charged

To The Choice Vacation Period

- 1. The Employer and the Union agree that when a Mail Handler 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. When these duties occur during the choice vacation period mail handlers will be eligible for alternate selections provided that they are not allowed to displace other mail handlers from their selections.
- 3. Two Union Officials designated by the NPMHU Branch President Local 301-34, to attend a National, State, or Regional convention during their scheduled choice vacation period shall not be counted against the number of mail handlers allotted in the choice period.
- 4. Attendance by Union officers or stewards at National or Regional conventions may be charged to LWOP or annual leave at the Mail Handler's option.

ITEM H

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

The maximum number of career Mail Handlers scheduled for vacation (by tour) during each week of the vacation period shall be:

- 1. 14 % of the career Mail Handlers complement in the Vacation period starting January 1st and continuing through April 30th. The Complement percentage will be defined by the number of career mail handlers on each of the tours as of December 15 of the preceding year.
- 2. 14% of the career Mail Handler complement in the Vacation Period starting May 1st and continuing through June 30th. The Complement percentage will be defined as the number of career mail handlers on each of the tours as of March 15th of the current leave year
- 3. 15% of the career Mail Handlers complement in the Vacation period starting July 1st and continuing through September 30th except the service week of July 4th the percentage will be 18%. The Complement percentage will be defined as the number of career Mail Handlers on each of the tours as of March 15th of the current leave year
- 4. 14% of the career Mail Handler complement in the Vacation Period starting October 1st and continuing through November 30th. The Complement percentage will be defined as the number of career Mail Handlers on each of the tours as of March 15 of the current leave year.
- 5. 10% from December 26 to January 1. This will be part of the Choice Vacation Period.
- 6. Rounding shall be the standard of .49 down and .50 up. If the fraction is less than .50 for the first employee, a minimum of one employee will be granted leave.

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 each submission period.
- 2. The mail handler at their request shall be given a PS Form 1547 in duplicate. When the mail handler returns the completed form, the supervisor shall initial and date the form. One copy shall be given to the mail handler 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 on official bulletin boards by November 1st of each year, as to the beginning of the new leave year. Copies of the notice will be sent to the union.

ITEM K

The Procedures For Submissions of Applications For Annual Leave During Other Than Choice Vacation Period

- 1. The employer and the Union agree to give full consideration to all requests for annual leave other than choice vacation period. Leave will be granted in accordance with the needs of the service and in a manner equitable to the needs of all mail handlers. If a request for leave is disapproved the supervisor will state the reason in the appropriate section of PS Form 3971.Requests for annual leave on the same day must be submitted at least "2" hours in advance when practical .The supervisor shall notify the mail handler of the approval or denial, prior to the mail handlers requested time of leave. If denied the 3971 shall state the reason for denial and be returned to the mail handler prior to the requested time of leave.
- 2. A copy of an approved / disapproved PS form 3971 will be given to the mail handler and another copy will be properly filed as required by the ELM.
- 3. To the maximum extent possible, request for annual leave before and after a holiday will be given to mail handlers by date and time of submission, 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/time of submission.
- 6. Requests for incidental leave will be submitted no more than forty-five (45) days prior to the date the leave is being requested.
- 7. Incidental annual leave needs will be discussed by the employer and the Union on a continuing basis. Incidental Annual Leave Problems will be subject at the monthly Labor/Management meetings

ITEM L

Whether "Overtime Desired" List In Articles 8 Shall Be By Section And/Or Tour

The employer and the Union agree that the overtime desired list as provided by article 8 shall be by section as defined below:

- A. Tour 1
- B. Tour 2 (includes stations)
- C. Tour 3 (includes stations)
- D. Bradley Field will be considered a detached unit. Overtime within the unit will be by tour.
- E. The Installation Head or his/her designee will be responsible for properly administering overtime. The Hartford installation to include city stations will be responsible for maintaining the overtime desired list for each tour. The management official in charge of Bradley AMF will be responsible for maintaining the overtime desired list at the Bradley AMF facility.
- F. The employer and the union agree there will be one overtime desired list. However at the Hartford P&DC the recording of overtime worked will be maintained on separate sheets. There will be one sheet for overtime worked before tour, one sheet for overtime worked end tour and one sheet for each day of the week to indicate when overtime is worked on a non scheduled day.
- G. The official forms to be used in recording overtime will be maintained by the employer and provided to the union on a daily basis. The employer and the union agree there will be no modifications of these forms unless agreed to by the NPMHU Branch President 301-34.
- H. Management will provide the NPMHU Branch President at the beginning of each quarter a copy of the OTDL showing those mail handlers who have volunteered by tour for BT, ET, NS overtime.
- I. The Employer, when requiring overtime will give as much advance notice (at least one hour) prior to the start of the required overtime. When not possible to give advance notice the employer if requested by the union shall be required to provide a reason why one hour advance notice was not possible.
- J. Management will provide the union if requested in writing, a detailed overtime report by pay location and operation number of all mail handler overtime hours utilized in that accounting period by each and every pay location.
- K. When a individual requests that their name be taken off the overtime desired list the removal shall not go into effect until the mail handlers next scheduled day. They shall remain off until the beginning of the next quarter and the union shall be notified. A list of mail handlers whose names were added to or deleted from the current quarter OTDL will be given to the union.

L. A mail handler who has been designated the successful bidder to a different tour will be allowed to add their names to the gaining tour within 14 days after they were placed in the new duty assignment on the different tour providing they were already OTDL on the losing tour.

ITEM M

The Number Of Light Duty Assignments To Be Reserved For Temporary Or Permanent Light Duty Assignment.

Any light duty request will be in considered in accordance of Article 13 of the National Agreement.

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

- a. When a Mail Handler is given a light duty assignment, his/her limitations will be made known to the appropriate supervisor in writing.
- b. The tour of duty and the days off for mail handlers on light duty shall be the same as the employee had in his/her regular assignment, whenever possible.
- c. No member of another craft will be given light duty in the Mail Handler craft unless the President of NPMHU of Branch 34 has been consulted on the matter.
- d. No Mail Handler on light duty will be allowed to bump displace a mail handler who properly holds a duty assignment to the principle assignment area where light duty work is assigned.
- e. The employer and the Union agree to review vacant positions that could be reserved for light duty. These positions, if agreed, to be held for light duty will not be posted for bid.
- f. If, a request for light duty is denied, the reasons for the denial will be made know to the union in a timely manner.
- g. It will be the responsibility of the employer to implement this item in this agreement within the installation.

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 letters and flats
- D. Label printing Addressograph
- E. Labeling of mails and racks

- F. Sweeping cases
- G. Parking lot duties /snowstorms
- H. 020 Belt

And any position in the mail handler craft for which the mail handler is qualified and which is within his/her physical and or medical restrictions.

2. The employer will consult with the Local Branch 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 1 23:00 hours Starting Time

Tour II 7:00 hours Starting Time

Tour III 15:00 hours Starting Time

- 2. Mail Handlers 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 purposed 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

Parking will be on a first come first served basis except for those spaces that have been reserved.

The Employer and the Union agree that whenever there are reserved parking spaces three (3) vehicle parking spaces shall be designated for the Branch President and designated agents of the mail handler craft Division of LIUNA. The Branch President will be identified to the Senior Plant Manager, in writing, January 1 of each year so that said parking spaces will be reserved for that individual and his/her 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 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. Article 12, Section .3B5 when it is purposed to change the duties or principal assignment area of a duty assignment Management will consult with the Union to determine if the duty assignment requires reposting.
- 2. Article 12, Section .3C Posting and bidding of duty assignments will be on an installation wide basis. Posting and bidding will also include all city stations, branches, or detached units where Mail Handlers are so assigned.
- 3. Article 12, Section.3E3e for temporary assignments not covered by article 12 and 25 the movement of employees outside their duty assignment will be as follows:
- a. FT regulars on a temporary change of schedule not working the hours/days of their duty assignment when the movement is required.
- b. unassigned FT regulars.
- c. regulars on overtime
- d. all others by inverse seniority within their level
- e. the movement back into the duty assignment /area will be by seniority within each level unless a special qualification that is written in and is part of a mail handlers duty assignment is first required.
- 4.12.4 Except as provided in Item P definition of a section
- a Incoming/Platform
- b. Outgoing /Platform
- c. Detached Unit (including Stations, Branches, AMF Bradley)

The pay location posted on the bid shall indicate the primary reporting area.

- 5. Article 12 Section 6C4a. See item P
- 6. Article 13 Section 3 See items M, N and O
- 7. Residual vacancies shall be awarded to the junior full time unassigned regular. If more than one vacancy is available he/she shall have the right to choose.
- 8. Any new operation or additional mechanization to be manned by Mail Handlers will be the subject of consultation with the Union to define section(s)/Principle assignment area. Once a new operation or additional mechanization is deployed in the Hartford P&DC or stations, the operation will be reviewed by the LDRC in accordance with the national RI-399 guidelines

ITEM T

Local Implementation Of This Relating To Seniority Reassignments And Posting

- 1. If a Mail Handler is needed to leave the Hartford P&DC on a temporary basis to perform the duties at a surrounding Station directly associated with the Hartford P&DC the selection of the Mail Handler to be moved shall be made by inverse seniority regardless of grade from the tour where the need is required as long as the mail handler can perform the duties and the Mail Handlers hours and days off are compatible with the temporary assignment.
- 2. In those situations in which management has advance knowledge that there is a need to temporarily assign a mail handler to a surrounding city station, the parties agree that management may notify, in advance, the junior mail handler with backup language in their duty assignment to the city stations, that they are to report directly to that city station rather than to the Hartford P&DC on the day in need. They are to report at their scheduled begin time.
- 3. When a Mail Handler is temporarily detailed to any higher level position for five days or more within the installation or surrounding sites PS form 1723 will be completed and a copy will be provided to the union showing the beginning dates and ending dates of the detail.
- 4. Separate labor management meetings will be held with the Mail Handlers on the second Wednesday of each month unless changed by the mutual agreement of both parties.
- 5. When a Mail Handler is moved from one operation to another the provisions of article 12.3E3e will be followed with the exception of Mail Handlers possessing specific bid assignments for a particular operation. Mail Handlers possessing a specific bid assignment with specific duties 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 inverse seniority. When reassigning back to the operation, reassignments will be made when practicable by seniority and by level.
- 6. Full time Mail Handlers working outside their normal schedule shall be considered junior for the purpose of reassignments.
- 7. At least Five (5) days before the bids will be posted the Branch President shall be given copies of the bids to review. The Branch President shall meet with the Manager of In Plant support or his/her designee to review the bids. Prior to posting each bid will be initialed by the NPMHU Branch President /Manager in Plant Support or their designees prior to posting.
- 8. A bid incorrectly posted shall be cancelled and reposted on the next official posting. The notice canceling the bid shall be posted on the same bulletin boards as the bid posting.
- 9. The Branch President will be consulted prior to the temporary assignment of any other craft employee to the Mail Handler craft.
- 10. If manual bidding is required due to problems with the website or telephone bidding a Mail Handler submitting or withdrawing a bid shall submit in writing in duplicate such request. The request shall be dated by the management official, in the facility which they work, indicating the date and time of the bid or withdrawal. A duplicate copy will be returned to the Mail Handler.

- 11. Bids will be posted for ten (10) days. Employees who will be absent for the 10 days of each posting are required to request from the installation head or their designee in writing that the invitation to bid be mailed to the Mail Handler at the address provided in the written request. In accordance with 12.3c
- 12. The Union will be provided with a copy of the complement report on a monthly basis.
- 13. The Union will be provided with an updated copy of the all duty assignments at the Hartford P&DC, Bradley Station and all city stations five (5) days after Mail Handlers are placed in their new assignments as a result of a bid posting.
- 14. The Union shall be provided with a copy of the results at the earliest possible time but not less then 3 days prior to the award posting.
- 15. A full time regular on a temporary change of schedule will be junior in rotation for listing on the overtime desired list on each of those days that he/she is not working the hours of their duty assignment.
- 16. In all sections of this LMOU where it states a copy, document, or report shall be provided to the Union when available and practicable all copies shall be provided by email as an attachment or by copying such files to USB memory stick provided by the Union.

This Local Memorandum of Understanding is entered into on October 30, 2013 at the Hanford CT 06101, between the representatives of the United States Postal Service, and the designated agent of the National Postal Mail Handlers Union Division of Laborers International Union of North America sparsmant to the Lucal Implementation Provisions under Article 30 of the 2011 National Agreement

Both Parties agree that this Local Memorandum of Understanding is complete and that any preceding Local Memorandums are null and void.

For the Postal Service:

- Machbee

Kathryn A. Buckbee Lead MDO

Donna M. Parillo

Manager In-Plant Support

Lisa F. King

(A) Postmaster Hartford, CT

Vernon N. Tyler Labor Relations Specialist For the National Postal Mail Handlers Union

John C. Olesen

NPMHU Branch President

James G. King

Land Steward Tour 1

Todd M. Bjunes Lead Steward Tour 2

Dennis W. St Pierre Lead Steward Four 3