

LOCAL MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE NATIONAL POSTAL MAIL HANDLERS UNION  
LOCAL 300 AFL - CIO - CLC  
AND  
THE UNITED STATES POSTAL SERVICE  
DANBURY, CONNECTICUT

OCTOBER 1996 through NOVEMBER 20, 1998

1996 LOCAL MEMORANDUM OF UNDERSTANDING

Item A ADDITIONAL OR LONGER WASH-UP PERIOD.

All Mail Handlers will receive a 5 minute wash-up prior to lunch and a 5 minute wash-up before the end of tour. Additional time will be considered according to conditions and type of work being preformed, such as exceptionally dirty work or working with presumed toxic materials.

Mail Handlers who are assigned from indoor duties to outdoor duties, or vice versa, shall be grandted reasonable time to change to appropriate clothing depending on weather condit-ions.

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The decision as to whether or not to grant said leave shall be based upon the employee's NEED for the emergency annual leave. Emergency annual leave may be approved contingent upon the presentation of proof of the need for the said leave (e.g. car broke down, repair bill would be evidence) Emergency Annual leave will be considered during severe weather conditions.

11. No employee shall have their scheduled choice period cancelled because of the unexpected absences of other employees.
12. **Military leave, Union leave, Special leave, Maternity or Paternity leave, and/or FMLA shall not count towards the quota.**
13. During periods of light work, when it is known that employees shall not be required for their entire tour of duty, and "early list" shall be established at the beginning of their tour. Annual leave shall be granted in the order in which the names were submitted subject to necessary skills as required.
14. Quota percentages will be taken of career employees on the rolls as of January 31st.
15. **The Postal Service agrees to give due consideration to any request for leave for the purpose of observing ethnic and/or religious activities, holidays, or events.**
16. **Employees will be granted leave on their birthday if requested two weeks in advance on form 3971.**

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Item D THE DURATION OF THE CHOICE VACATION PERIOD.

The choice vacation period shall be from April 1st through October 15th, Thanksgiving week and December 26th through the 31st.

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AND  
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NOVEMBER 21, 1994 through NOVEMBER 20, 1998

Item E THE DETERMINATION OF THE BEGINNING OF AN EMPLOYEE'S VACATION PERIOD.

The vacation period will begin on Mondays and end on Sundays.

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Item F WHETHER EMPLOYEES AT THEIR OPTION MAY REQUEST TWO SELECTIONS DURING THE CHOICE VACATION PERIOD, IN UNITS OF 5 OR 10 DAYS.

Employees who earn 13 days annual leave per year may take up to ten (10) days continuous leave during the choice period or may, at their option, request two (2) selections in units of either 5 or 10 working days, the total not to exceed fifteen (15) days during the choice period.

Employees who earn 20 or 26 days annual leave per year may take up to fifteen (15) days continuous leave during the choice period or may, at their option, request two (2) selections in units of either 5 or 10 working days, the total not to exceed fifteen (15) days during the choice period.

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

Jury Duty or attendance at National or State Conventions will not be charged to the choice vacation period.

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Item H DETERMINATION OF MAXIMUM PERCENTAGE OF EMPLOYEES WHO SHALL RECEIVE LEAVE EACH WEEK DURING THE CHOICE VACATION PERIOD.

The percentage of annual leave during the choice vacation period will be 10%, April 1st through June 14th, 12% June 15th through September 14th, and 9% for the remainder of the choice period.

NOTE: The minimum number of employees who will be granted leave will always be one during this period. A partial percentage will be rounded to the next percentage whole number, i.e., 1.3% will become 2 and 2.8% will become 3. Management may grant additional employees leave during this period.

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Item I THE OFFICIAL NOTICES TO EACH EMPLOYEE OF THE VACATION  
SCHEDULE APPROVED FOR SUCH EMPLOYEE.

The vacation list shall be posted by March 15th and copies sent to the local Steward.

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

Article 10, Section 4A of the 1990 - 1993 National Mail Hand-  
ler Agreement shall be followed.

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Item K

THE PROCEDURE FOR SUBMISSION OF APPLICATION FOR ANNUAL LEAVE  
DURING OTHER THAN THE CHOICE VACATION PERIOD.

- A. Form 3971 shall be submitted to employee's immediate or scheduling supervisor in duplicate.
- B. Forms 3971 submitted by employees for incidental annual leave (less than one week) will be acted upon no later than the Wednesday preceding the service week in which the leave is requested. 3971's received after the Wednesday preceding the service week will be acted on as soon as possible, but no later than two working days before the leave date.
- C. Incidental annual leave for the same day Form 3971 is submitted shall be acted upon no later than one half ( $\frac{1}{2}$ ) hour prior to the requested leave time.
- D. In all cases management shall return the duplicate Form 3971 to the employee annotated to show approval or disapproval (with reasons therefore).

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

1. The following overtime desired lists will be established, A. Pre-Tour, B. Post-Tour, C. Non-Scheduled days. All Mail Handlers may sign up for all three lists.
2. The following tours will be established; A. Tour One, All employees who have start times between 12:00 A.M. and 7:59 A.M., B. Tour Two, all employees who have start times between 8:00 A.M. and 3:59 P.M. and C. Tour Three, all employees who have a start time between 4:00 P.M. and 11:59 P.M..
3. The following sections will be established;
  - A. Main Post Office, Backus Avenue
  - B. Downtown Post Office, Main StreetIf additional locations should apply to this contract they will be subject to local negotiations.
4. All overtime will be by tour at each Section.
5. A copy of lists shall be maintained at the Supervisors Desk. Completed copies of all lists will be provided to the local Steward at the beginning of each quarter, January 1st, April 1st, July 1st, and October 1st.. Once the list is complete there will be no additions until the next quarter.
6. Notice of overtime shall be given to Mail Handlers prior to, but not less than one hour before the end of their tour. If this time limit is not met there will be no penalty for refusing the overtime opportunity.
7. Any Mail Handler authorized to work two hours of overtime will be given an additional 15 minute break.
8. On the Pre and Post Tour lists regularly scheduled Mail Handlers will be assigned before non-scheduled Mail Handlers.
9. A Mail Handler on any OTDLS will retain their overtime desirability when they move to another tour.
10. In order for the Union to ascertain proper rotation on all OTDLS, management will submit the names of all Mail Handlers utilized for overtime on a daily basis to the local Steward.
11. Should the need for mandatory overtime arise the Union will be notified as to the nature of the emergency and the expected duration.

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Item M THE NUMBER OF LIGHT DUTY ASSIGNMENTS TO BE RESERVED FOR TEMPORARY OR PERMANENT LIGHT DUTY.

A. Management agrees to consult with the local Steward of any temporary assignment expected to extend over a period of two weeks.

B. All temporary assignments, due to illness or injury for jobs in the Mail Handler Craft shall be in any position in the Mail Handler Craft for which the Mail Handler is qualified and which is within their physical capabilities.

C. The Mail Handlers Union shall be notified of any Mail Handler duties designated on Light Duty Assignments to other crafts.

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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. Employees assigned to Light Duty positions must remain on their respective Tour unless there is no job, with or without modification, the employee is medically able to perform.
2. The local Steward shall be furnished a copy of all assigned light duty assignments, to include name, assignment, and expected duration if known.

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Item 0 THE IDENTIFICATION OF ASSIGNMENTS THAT ARE TO BE CONSIDERED LIGHT DUTY.

In order to provide Light duty assignments to those employees recovering from illness or injury, management will make every effort to reassign those employees to light duty assignments commensurate with their physical abilities, such as answering phones, giving customers zip code information, operating copying machines, pallet jacks, traying mail, culling, handling empty equipment, hanging sacks, sweeping, containerizing and any other Mail Handler job that can be modified to suit their physical capabilities, but not limited to these jobs alone.

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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.

The sections following are duly identified as Sections for the purpose of implementing reassignments;

1. Main Post Office  
23 Backus Avenue  
Danbury, CT 06810
2. Downtown Station  
265 Main Street  
Danbury, CT 06810

Should management determine that regular positions are excess to the needs of a section, the Mail Handlers Union via the Local Steward in charge will be consulted prior to any changes.

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Item Q THE ASSIGNMENT OF EMPLOYEE PARKING.

1. The present policy of first come first serve in the employees parking lot will continue. It is understood that posted restrictions such as handicapped and customer parking will be adhered to.
2. A parking space will be designated for the exclusive use of the designated agent of The National Postal Mail Handlers Union.
3. Light duty employees may request special parking privileges by submitting a letter to the Postmaster relating the reason for the request.

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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 shall not be charged against choice vacation period.

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Item S THOSE OTHER ITEMS WHICH ARE SUBJECT TO LOCAL NEGOTIATIONS AS PROVIDED IN THE FOLLOWING ARTICLES.

Article 12 Section 3B5,

The determination of what constitutes a sufficient change of duties, or principal assignment area, to cause that assignment to be reposted shall be subject to local negotiations in accordance with local implementation of this agreement. Any change in duties that both parties agree constitutes a need for reposting will be offered first to the incumbent, who will have five days to accept or reject the offer. If the incumbent declines the position will be reposted.

Article 12 Section 3c,

Place of posting - Follow National Agreement. Union shall be given copies. All Mail Handler positions shall be open to all Mail Handlers installation wide - This includes all Carrier stations where Mail Handlers are employed.

Article 12 Section 3E3e

The movement of full time Mail Handlers from one defined bid assignment to another section shall be made by inverse seniority unless senior employee(s) volunteer(s). This is for work exceeding 1/2 hour and does not apply to overtime.

Article 12 Section 4,

Definition of a section per Article 12 3D4, See L3 and P.

Article 12 Section 6C4a,

See L3 and P

Article 12 Section 3,

Covered items in M,N,and O.

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Item T LOCAL IMPLEMENTATION OF THIS AGREEMENT RELATION TO SENIORITY RE-ASSIGNMENT, AND POSTING.

- A. Installation head shall provide to the local Steward on a quarterly basis, copies of the seniority list.
- B. Prior to the posting of vacant Mail Handler bid positions the local Steward will review all Mail Handler vacancies before posting with the Postmaster or his designee.
- C. The local Steward will be provided with copies of all notices and postings that effect the Mail Handler craft.