

LOCAL MEMORANDUM OF UNDERSTANDING

US POSTAL SERVICE
DANBURY, CT 06810-9998

LOCAL 300
NATIONAL POSTAL MAIL HANDLERS
WATCHMEN, MESSENGERS AND GROUP
LEADERS, NPMHU
STAMFORD, CT 06911-0202

NOVEMBER 21, 1994 THROUGH NOVEMBER 20, 1998

ITEM - A **Additional or Longer Wash-up Periods:**

All Mail Handlers will receive a five (5) minute wash up prior to lunch and a five (5) minute wash up before the end of tour.

Additional time will be considered according to conditions and type of work being performed, such as exceptionally dirty work or working with actual or presumed toxic materials.

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

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**

It is difficult to establish definite guidelines for curtailment or termination of postal operations because of, but not limited to fire, flood and weather conditions. Also, environmental conditions within the facility such as power failures or lack of water will be considered. When such conditions occur, Management shall take the following into consideration before making a determination as to curtailment of operations:

1. Safety and health of employees.
2. Federal, State and/or City emergency declarations, if any.
3. Severity of weather conditions and forecasts.
4. Road conditions.
5. Private industry determination.

The steward in charge will be consulted. However, the Postmaster will make the final decision as to the action to be taken.

Every effort will be made to notify employees through available media outlets. There is an Emergency Evacuation Plan in place.

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ITEM - C Formulation of Local Leave Program

1. All requests for extended leave must be submitted in writing to the scheduling supervisor through the employee's immediate supervisor.
2. Applications for choice vacation period will be submitted by March 1st.
3. An employee may request to cancel selected vacation in writing to the scheduling supervisor. The scheduling supervisor will make the decision. An employee's selected vacation "Could be" canceled if he/she has insufficient leave to cover the period selected. No request for canceling vacation shall be considered unless submitted 10 or more days in advance, except in an emergency.
4. Vacations canceled 10 or more days in advance will be posted for bid on the appropriate tour not more than two days after cancellation is approved. It will remain posted for a period of three days. A copy of the posting will be sent to the steward in charge. Leave canceled due to emergency situations less than 10 days in advance will not be posted, but will be available on a first come, first served basis, subject to business conditions.
5. After employees complete annual leave selection, a copy of the applicable vacation list shall be posted in each building/tour for the use of the employees and a copy given to the steward in charge.
6. Nothing in prior subsections shall preclude the granting of additional incidental leave.
7. Annual leave, not selected for the choice period at the beginning of the leave year, will be considered on a first come, first served basis, subject to business conditions.
8. Form 3971 requesting incidental annual leave (weather or not during choice vacation period), may not be submitted more than 30 days in advance.
9. Said leave shall be granted on a first come, first served basis, with seniority breaking ties
10. All requests for emergency annual leave must be recorded by the supervisor accepting the request. Emergency annual leave will be considered during severe weather conditions.

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11. No employee shall have their scheduled choice period canceled because of unexpected absences of other employees.
12. Military leave, Union leave, Special leave, Maternity and Paternity FMLA leave shall not count towards the quota (Unless known before or at the time of vacation selection).
13. During periods of light work, when it is known that employees shall not be required for their entire tour of duty, an "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.

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- ITEM - D **The Duration of the Choice Vacation Period**
The duration of the choice vacation period will be April 1st through the Columbus Holiday week. Also the week of Thanksgiving.
- ITEM - E **The Determination of the Beginning Day of an Employees Vacation Period**
The vacation periods will begin on Mondays and end on Sundays. The employer will give consideration to employees requests for schedule changes (3189's).
- 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 (2) selections in units of either 5 or 10 working days, the total not to exceed fifteen (15) days during the choice period.
- ITEM - G **Whether Jury Duty and attendance at National or State Conventions Shall be Charged**
Jury Duty or attendance at National or State Conventions will not be charged to the choice vacation period.
- ITEM - H **Determination of the Maximum Percentage of Employees Who Shall Receive Leave Each Week During Choice Vacation Period**
The percentage of annual leave during the choice vacation period will be [10% April 1st, thru June 14th], [11% June 15th thru August 30th], and [9% August 31st thru Columbus Day week], [9% Thanksgiving week.]. *Note: A 1/2% will be rounded to the next whole number, i.e., 1.5 will be 2, and 2.5 will be 3. Management may grant additional employees annual leave during this period.
- ITEM - I **The Official Notices to Each Employee of the Vacation Schedule Approved for Such Employees**
The vacation list shall be posted by March 15th and copies sent to the Local Steward, NPMHU.

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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 National Mail Handler Agreement shall be followed.

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 that Wednesday preceding the service will be acted upon on as soon as possible, but no later than two working days before the leave date.
- C. Incidental annual leave submitted for the same day, Form 3971 is submitted and shall be acted upon no later than one half (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 therefor).

ITEM - L Whether "Overtime Desired List" in Article 8 Shall be by Section and/or Tour

1. Overtime Desired List shall be by building
One - Main Post Office, Backus Avenue and
Two - Downtown Station, Main Street
2. A copy of all lists shall be maintained at the supervisor's desk.
3. Notice of overtime shall be given to Mail Handlers prior to, but not less than one half hour prior to the end of their tour, whenever possible. The Union's Steward will be notified first. If this time limit is not met within reason, an employee will not be penalized for refusing the overtime regarding number of refusals permitted.
4. Should the need for Mandatory Overtime arise the Union will be notified as to the nature of the emergency and expected duration.

Item L continued

5. Any Mail Handler extending his/her tour in two hours or more for the purpose of overtime shall be entitled to an additional (10) minute break.

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 his/her physical capabilities.
- C. The Mail Handlers Union shall be notified of any Mail Handler duties designated as Light Duty Assignments to other crafts.

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. Employees assigned to light duty positions must remain on their respective tour unless there is no job which the employee is medically able to perform.
- B. The NPMHU will be notified of all Light Duty Assignments within the Mail Handler Craft.

ITEM - O **The Identification of Assignments That Are To Be Considered Light Duty**

In order to provide temporary light duty assignments to those eligible employees recovering from illness or injury, management will make every effort to reassign those employees to light duty assignments commensurate with their physical capability, such as culling, examining and sacking empty equipment, but not limited to these jobs. Also, any Mail Handler job which can be modified to suit their physical limitations.

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ITEM - P **The Identification of Assignments Comprising a Section When It Is Proposed to Reassign Within An Installation Employee Excess to the Needs of A Section**

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

1. Main P.O. Backus Avenue
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 will be consulted prior to any changes.

ITEM - Q **The Assignment of Employee Parking**

1. The present policy of first come, first serve in the employee 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 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.

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**

1. Annual leave to attend Union activities shall not be charged against choice vacation period.

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 duty assignment to be reposted shall be subject to local negotiations in accordance with local

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implementation provisions of this agreement. No assignment shall be reposted due to change of duties or principal assignment area without prior consultation with NPMHU Local steward. The determination of what constitutes a change sufficient to warrant reposting, shall be done in accordance with *Article 12, Section 3B7*.

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 defined bid assignment and from one section 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

The employer and the Union shall define sections in accordance with the local implementation provision of this agreement. Such definitions will be confined to stations and annexes.

Article 12, Section 6 C4A)

Covered in Item P

Article 13, Section 3

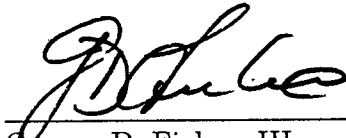
Covered in Items M, N and O

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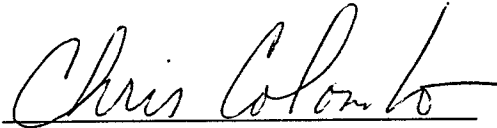
ITEM - T Local Implementation of this Agreement Relating to Seniority Reassignment, and Posting

- A. Installation head shall provide to the local steward copies of the seniority list on a quarterly basis.
- B. The Local Union Official will be provided with copies of all notices and postings that affect the Mail Handler craft.

This Memorandum of Understanding is entered into on January 27, 1997 at the Danbury Post Office, Danbury CT between the representatives of the United States Postal Service and the designated agent of the National Postal Mail Handlers Union, Division of Laborer's International Union of North America, AFL-CIO, pursuant to the local implementation provisions of the Mail Handler National Agreement.



George D. Fisher, III
Postmaster



Christopher Colombo
NPMHU