

1978 MEMORANDUM OF UNDERSTANDING

U. S. Postal Service

Stamford, CT 06904

Local 179

National Post Office. Mail Handlers,
Watchmen, Messengers and Group Leaders
LIUNA

Stamford, CT 06904

November 15, 1978 through July 20, 1981

I. ADDITIONAL OR LONGER WASH-UP PERIODS

A Mail Handler will receive a wash up time before lunch and at end of tour according to conditions of type of work performed.

II. THE ESTABLISHMENT OF A REGULAR WORK WEEK OF FIVE DAYS WITH EITHER FIXED OR ROTATING DAYS OFF

A regular work week of five days with fixed days off is established for all FULL TIME MAIL HANDLERS.

III. 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

Both parties recognize that it is difficult to establish definite guidelines for curtailment or termination of postal operations because of emergency conditions due to severe weather conditions.

When such conditions occur, Management shall take the following into consideration before making a determination as to curtailment of operations:

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

The President, or next senior official, will be consulted, however, the Postmaster, taking into consideration the safety and health of employees, will make the final decision as to action to be taken.

Every effort will be made to notify employees through available media outlets.

IV. FORMULATION OF LOCAL LEAVE PROGRAM

All requests for extended leave must be submitted in writing to the Postmaster. They will be considered by office seniority for extended trips other reasons will be considered.

A. Applications for choice vacation period will be submitted by March 15, and posting of vacation schedule will be made by April 15 of that year.

B. No employee shall have his schedule choice vacation period canceled because of unexpected absences of other employees, even if it is necessary to pay overtime.

C. Management will consider each request for Emergency Annual Leave on the merits of the individual situation.

V. THE DURATION OF THE CHOICE VACATION PERIOD

The choice vacation period is designated as beginning the last Monday in April through the last Sunday in September.

VI. THE DETERMINATION OF THE BEGINNING DAY OF AN EMPLOYEE'S VACATION PERIOD

Vacation weeks shall be Monday through Sunday.

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

Employees may, at their option, request two (2) selections during the choice period in units of 5 or 10 working days, the total not to exceed the ten (10) or fifteen (15) days as outlined in Article X, Section 3D 1 and 2, Nat'l. Agreement.

VIII. 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.

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

Annual Leave quota will be:

	<u>Main</u>	<u>Annex</u>
Tour 1	1	2
Tour 2	2	1
Tour 3	2	2

If there is an increase in the Mail Handler complement, proportionate increases will be determined at local labor management meetings.

X. THE ISSUANCE OF OFFICIAL NOTICES TO EACH EMPLOYEE OF THE VACATION SCHEDULE APPROVED FOR SUCH EMPLOYEE

POD Forms 1547 are to be submitted by employee in duplicate, and will be returned to the employee in ample time prior to the posting of the vacation schedule.

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

Article X, Section 4A, of the 1978 National Agreement will be followed.

XII. THE PROCEDURES FOR SUBMISSION OF APPLICATIONS FOR ANNUAL LEAVE DURING OTHER THAN THE CHOICE VACATION PERIOD

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 upon as soon as possible, but no later than two working days before the leave date.

XIII. THE METHOD OF SELECTING EMPLOYEES TO WORK ON A HOLIDAY

The method of selection will be as stated in Article XI, Section 6 and XLII, Section 9 of the 1978 National Agreement.

XIV. WHETHER "OVERTIME DESIRED" LISTS IN ARTICLE, VIII SHALL BE BY SECTION AND/OR TOUR

The Overtime Desired Lists will be established by tour at the Main Office and the Davenport Street Annex.

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

A. Management agrees to consult with the Union of any temporary assignment expected to extend over a period of three 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 physical capabilities.

XVI. 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

Every consideration shall be given to each Mail Handler on light duty assignment in the Stamford Facility. The duty assignment should meet with the Doctor's specifications and requirements.

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

Considering past policy and 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 his physical capability.

XVIII. 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 listed below are duly identified as sections for the purpose of implementing reassignments whenever Management determines that certain regular positions are excess to the needs of a section:

1. Tour No. 1 - Main
2. Tour No. 2 - Main
3. Tour No. 3 - Main
4. Tour No. 1 - Davenport Street Annex
5. Tour No. 2 - Davenport Street Annex
6. Tour No. 3 - Davenport Street Annex

XIX. THE ASSIGNMENT OF EMPLOYEE PARKING SPACES

Management agrees to make every effort to obtain parking facilities for as many employees as possible, either on Postal Service property or on leased property, in the vicinity of the facility in which employees are assigned.

When such space is available, the procedure or method for assigning available space will be negotiated and become part of this Memorandum of Understanding.

When there are bargaining unit parking spaces set aside for Mail Handlers, the representative of Local #300 will be provided a parking space.

XX. 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.

XXI. THOSE OTHER ITEMS WHICH ARE SUBJECT TO LOCAL NEGOTIATIONS AS PROVIDED IN THE CRAFT PROVISIONS OF THIS AGREEMENT

Article XLII, Section 3

1. For purposes of bidding, any Mail Handler craft employee, employed at the Stamford Facility, shall be eligible to bid on any posted Mail Handler Craft assignment, and principal assignment area/work for such purposes shall be described as follows:

- | | |
|-----------------------|-------------------------|
| A. Job Within an Area | B. Type of Work |
| 1. Mail Processing | 1. Parcel Post |
| | 2. Sweep |
| | 3. Mechanized Equipment |
| | 4. Culling |
| | 5. Loose Pack |
| | 6. Shakeout - Dump |

2. Platform

1. Forklift

3. Including in this Article and/or item, the following shall be included:

Article #42, Section #1 - H - 1 and 2 also, Memorandum of Understanding concerning jurisdiction.

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

Article XLII - Seniority

The movement of Mail Handlers from one defined work location to another defined work location and from one section to another section shall be made by inverse seniority, unless senior employee(s) volunteer(s). This is for work exceeding ½ hour and does not apply to overtime.

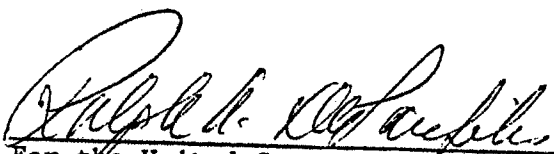
Article XLII, Section 1-C

Seniority list will be updated and posted quarterly. Two copies will be furnished to the Union.


Article XLII, Section 2 - Posting A.5.

The determination of what constitutes a sufficient change of duties, or principal assignment area, to cause the duty assignment to be reposted will be determined by Labor/Management at the time of the change.

This Memorandum of Understanding is entered into on November 15, 1978 at Stamford, CT, between the representatives of the United States Postal Service, and the designated agent of National Post Office, Mail Handlers, Watchmen, Messengers and Group Leaders, pursuant to the Local Implementation Provision of the 1978 National Agreement.



For the United States Postal Service



For the Union