

MEMORANDUM OF UNDERSTANDING

BETWEEN

**UNITED STATES POSTAL SERVICE
STAMFORD P& D-STAMFORD STATIONS**

AND

**NATIONAL POSTAL MAIL HANDLERS UNION
LOCAL 300 STAMFORD BRANCH**

NOVEMBER 21, 2000-NOVEMBER 20, 2004

ITEM A. *

ADDITIONAL OR LONGER WASH-UP PERIODS.

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

***IMPASSED ITEM**

ITEM B.

GUIDELINE 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 the curtailment or termination of Postal Operations because of emergency conditions such as flood, severe weather, etc. Also, environmental conditions within the facility such as power failures, ***suspected bioterrorism incidents***, 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 ***Branch President and Union Representative on duty***, will be consulted, however, the Installation Head will make the final decisions as to action to be taken.

Every effort will be made to notify employees through available media outlets. Employees on duty will be informed by Installation Head/Designee of actions they should take. There is an Emergency Evacuation Plan in place..

Management shall adhere to the procedure in place for suspected Bioterrorism incident.

ITEM C. *

FORMULATION OF LOCAL LEAVE PROGRAM.

1. All requests for extended leave must be submitted in writing to the Installation Head. Consideration will be subject to business conditions and on a first come, first served basis, with seniority considered if more than one request is received at the same time for the same week or weeks.
2. **Selections** for choice vacation period will **start** by March 1.
3. An employee may request to cancel selected vacation in writing to the Tour MDO. An employee's selected vacation is **not** automatically 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 **Branch President**. Leave canceled due to emergency situations less than 10 days in advance will not be posted.
5. After employees complete annual leave selection, a copy of the applicable vacation list shall be posted on a locking bulletin board in each building/tour for the use of the employees and a copy given to the **Branch President**, Stamford.
6. Should an employee transfer to another tour or station his/her vacation shall be carried with him/her. A vacancy at the losing tour or station becomes part of the quota for that tour or station.
7. Nothing in prior subsections shall preclude the granting of additional incidental leave, and such leave shall not be denied solely because it is choice vacation period.

ITEM C. CONTINUED *

8. Annual leave, not selected for the choice period at the beginning of the leave year, will be granted on first come, first served basis. Singular or multiple day incidental annual leave shall be granted, at least until the specified vacation quota for the week is reached. If submitted 24 hours in advance.
9. Form 3971 requesting incidental annual leave (whether or not during choice vacation period) may not be submitted more than 30 days in advance.
10. Said leave shall be granted on a first come, first serve basis, with seniority breaking ties.
11. 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.
- * 12. A second pick for unselected choice vacation weeks will be afforded Mail Handlers with sufficient leave to cover the open periods (see Art. 10.5, C and C1).
13. No employee shall have his/her scheduled choice period canceled because of unexpected absences of other employees, even if it is necessary to pay overtime.
14. Employees will pick vacation on the tour to which they are assigned.
15. Military, FMLA, and Union Leave shall not count towards the quota. Requests for leave/3189 to conduct official union business by Local 300 Union Officials shall not be unreasonably denied.
16. Quota percentages will be taken of career employees on the rolls as of February 1st each year.

*** IMPASSED ITEM (MANAGEMENT)**

ITEM D.

THE DURATION OF THE CHOICE VACATION PERIOD.

The duration of the choice vacation period will be from the second Monday in February to the second Sunday in September. It will always include the Columbus Holiday week, Thanksgiving Holiday week and the Christmas ***and*** New Years Week.

ITEM E.

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

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

Mail Handlers with Saturday and Sunday as part of their basic work week will be given serious consideration for Temporary Schedule Changes (3189) providing for Sat/Sun rest days for the week preceding and the week following his/her selected vacation period.

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 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 ten(10) days during the choice period.

Employees who earn 20 or 26 days annual leave per year may take up to (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 TO THE CHOICE VACATION PERIOD.

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

<i>Jan</i>	<i>Feb</i>	<i>Mar</i>	<i>Apr</i>	<i>May</i>	<i>June</i>	<i>July</i>	<i>Aug</i>	<i>Sept</i>	<i>Oct**</i>	<i>Nov</i>	<i>Dec</i>
<i>10%</i>	<i>10%</i>	<i>10%</i>	<i>14%</i>	<i>14%</i>	<i>16%</i>	<i>16%</i>	<i>16%</i>	<i>14%</i>	<i>14%</i>	<i>10%</i>	

10% from the second week in February to the 4th week of March. For April and May 14%, June, July & August 16%, *Sept 14% during the first two weeks, **Columbus Day Week and 10% the week of Thanksgiving. Management will allow (1) Mail Handler from each tour the Christmas week and the New Years week.

Note: A ½ % will be rounded to the next whole number, i.e., 1.5 will be 2, and 2.5 will be 3.

ITEM I.

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

The vacation list shall be posted prior beginning of choice vacation period.

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 current National Mail Handler Agreement shall be followed. (November 1st of the current year)

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 supervisor in triplicate.
- B. A completed Form 3971 must be submitted to employee's immediate supervisor in triplicate. Upon personal submission to the supervisor, the employee must receive a copy with the supervisors' signature and date notified of his submission.
- C. Forms 3971 submitted by employees for incidental annual leave 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 week will be acted on as soon as possible.
- D. Form 3971 submitted for incidental annual leave for the same day shall be acted upon no later than one half (1/2) hour prior to the requested leave time.
- E. In all cases management shall return the duplicate Form 3971 to the employee annotated to show approval or disapproval with reasons therefore.
- F. Should the Supervisor fail to advise the employee in accordance with B, C, and D above, the request will be considered approved by all parties.

ITEM L. *

WHETHER "OVERTIME DESIRED" LIST IN ARTICLE 8 SHALL BE BY SECTION AND/OR TOUR.

1. The Overtime Desired List shall be by Tour at each building. The Stamford Plant is one building and all Carrier Stations combined will be treated as one building.
2. There shall be three (3) OTDL at each building; one for early overtime pretour, one for late overtime post-tour, and one for non-schedule day overtime. Mail Handlers shall be permitted to place their names on any or all the three lists.
3. A copy of all lists shall be maintained in the respective Tour MDO office/stations. Completed copies of all lists will be provided to the **Branch President** of the NPMHU by the start of each quarter. January 1st, April 1st, July 1st, October 1st. Once the lists are completed, Mail Handler makes selection, additions will not be permitted ***unless on approved leave.***
4. Notice of overtime shall be given to all Mail Handlers as soon as possible, but not less than 20 minutes prior to the end of their tour. If this time limit is not met, there will be no penalty for refusing the overtime opportunity.
- ** 5. Any Mail Handler authorized to work two (2) hours of overtime will be provided an additional 10-minute break.
6. For pre and post tour overtime assignments, regularly scheduled Mail Handlers on the OTDL will be offered overtime work before non-scheduled Mail Handlers.
7. A Mail Handler on the OTDL shall select his/her overtime desirability when he/she moves to another tour, maximum consideration will be given on tour bid changes awarded.

***8. Mail Handler rights of 3 refusals**

**5. MANAGEMENT IMPASS

*8. MAIL HANDLER IMPASS

ITEM M.

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

1. The number of assignments within the craft that may be reserved for temporary or permanent light duty assignments, consistent with good business practices, shall be determined by past experience as to the number of reassignments that can be expected during each year.
2. All temporary assignments, due to illness or injury, for jobs in the Mail Handler Craft shall be in any position for which the Mail Handler is qualified and which is within his physical capabilities.
3. The Mail Handler 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.

1. 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.
2. The Union shall be furnished a copy of all assigned Light Duty assignments, to include: Name, Assignment, and expected duration.
3. In order to provide temporary or permanent Light Duty assignments to those eligible employees recovering from illness or injury, Management, in consultation with the NPMHU, will make every effort to reassign those employees to light duty assignments commensurate with his/her physical capabilities.
4. ***Any Light Duty assignments considered would not displace current Bid holders.***

ITEM O.

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

The following duties and assignments shall be considered as, but not limited to Light Duty work for Mail Handlers. Additional assignments can be modified based upon the employee's limitations or restrictions.

Tour 1	Tour 2	Tour 3
Rip-Ups	Rip-Ups	Rip-Ups
Hang Bags	Hang Bags	010 Belt
Empty Equipment	Empty Equipment	020 Belt
Power Equip. Oper.	Power Equip. Oper.	Letter Facing
Pallets	Pallets	Hang Bags
Tray Prep	Tray Prep	Empty Equipment
035	035	Pallets
CDA	CDA	035
PIV	PIV	CDA
		PIV
		Tray Prep

Barry Place & Camp Ave Employees will be provided Light Duty Assignments within their restrictions in accordance with Article 13 of the National Agreement.

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. Management determines that when certain regular positions are excess to the needs of a section; **Branch President** will be consulted prior to anticipated changes.

1. Tour 1
2. Tour 2
3. Tour 3
4. Barry Place Station
5. Camp Ave Place

Should Management determine that regular positions are excess to the needs of a Section, **the Branch President** will be consulted prior to any changes.

ITEM Q.

THE ASSIGNMENT OF EMPLOYEE PARKING SPACES

1. Recognizing the need for adequate security for employees in parking areas, and while en route to and from parking areas, the employer will take reasonable steps, based on the specific needs of the individual location, to safeguard employee security. Section 20.2 ***applies.***
2. Management will continue to provide existing employee parking facilities, should any changes be necessary the NPMHU will be consulted before implementation.
3. The first three-(3) spaces after the handicap parking in the Plant employee lot will be reserved for representatives of Local 300 with proper signage. ***Section 20.4 applies.***

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.

ITEM S. *

**THOSE OTHER ITEMS WHICH ARE SUBJECT TO LOCAL NEGOTIATIONS
AS PROVIDED IN THE FOLLOWING ARTICLES:**

Article 12 section 3B5

No assignment shall be reposted due to change of duties or principle assignment area without prior consultation of **the Branch President**, Local 300 Stamford, to determine whether the changes are sufficient enough to warrant reposting.

See article 12, Section .3B7

Incumbent will be given **3** working days to accept or decline modified assignment. If incumbent fails to respond, the bid position will be reposted.

Article 12 Section 3c

Place of posting-Follow National Agreement, **Branch President** shall be given copies. All Mail Handler positions shall be open to all Mail Handlers installation wide. This includes all **Stamford** Carrier Stations where Mail Handlers are employed.

Article 12, Section 3E3e

1. Volunteers by seniority.
2. Casuals
3. Part time flexible employees by inverse seniority.
4. Unassigned full time regulars by inverse seniority.
5. Full time regulars properly holding bid assignments by inverse seniority.

Note: No employee shall be allowed to "Bump" another employee properly holding a bid assignment.

*** All ok except Article 12 Section 3E3e (IMPASSED)**

ITEM S. CONTINUED

Article 12, Section 4

Definiton of a Section per Article 12 4C & 4F

The employer and the Union shall define sections in accordance with the local implementation provision of this Agreement. Such definitions will be confined to one or more of the following:

12.4C Tour

12.4F Stations

Article 12 Section 6C4A

Covered in Item P

Article 13 Section 3

Covered in Items M, N, O

ITEM T.

LOCAL IMPLEMENTATION OF THIS AGREEMENT RELATING TO SENIORITY, REASSIGNMENT, AND REPOSTING.

- A. Installation Head shall provide to the **Branch President** 4 copies of the seniority list on a quarterly basis.
- B. The **Branch President** or his/her Designee will be provided with copies of all notices and postings that affect the Mail Handler Craft.
- C. Changes to Mail Handler bid positions will be reviewed with the Installation Head or his/her Designee and the **Branch President** or his/her Designee before reposting.

*This Memorandum of Understanding is entered into on _____
at Stamford, CT between the representatives of the United States Postal
Service, and the designated agent of the National Postal Mail Handlers
Union, a Division of the Laborers' International Union of North America,
AFL-CIO, pursuant to the Local Implementation Article of the 2000
National Agreement. This Memorandum of Understanding constitutes the
entire agreement on matters relating to local conditions of employment.*

Roger R. LeClair
Plant Manager
Stamford Plant, 06910

Chris Colombo, **AVP**
Branch President
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