

LOCAL MEMORANDUM OF UNDERSTANDING

BETWEEN

NATIONAL POSTAL MAIL HANDLERS UNION
MID HUDSON BRANCH LOCAL 300 AFL-CIO

AND

UNITED STATES POSTAL SERVICE
KINGSTON NEW YORK 12401

ITEM 1

ADDITIONAL OR LONGER WASH UP PERIODS

- A. Mail Handlers shall be granted a 5 minute wash up period before lunch and 5 minutes at the end of the tour. On overtime, 5 minutes at the end of overtime.
- B. Additional wash up time may be granted by a Supervisor if an employee requests it.

ITEM 2

GUIDELINES FOR THE CURTAILMENT OF POSTAL OPERATIONS TO CONFORM TO ORDERS OF LOCAL AUTHORITIES, OR AS LOCAL CONDITIONS WARRANT BECAUSE OF EMERGENCY CONDITIONS.

- A. Termination of Postal Operations are to conform to orders of Local Authorities, or as local conditions warrant because of emergency conditions. It shall be based upon information available, and received from Local, State, and National Authorities and other official sources. Overall determination will be made by the Installation Head.
- B. Consideration will be given to Acts of God, such as storms, fire, floods, etc., Civil Disorders, Environmental Conditions, such as lack of water or lack of mechanical climate control (equipment breakdown), bomb threats.
- C. The Installation Head will use reasonable effort to notify employees (via public media, ie; Radio and T.V.) should it become necessary to curtail or terminate operations.
- D. The Mail Handlers Union will be consulted as soon as possible on any information relating to this item.

ITEM 3

FORMULATION OF LOCAL LEAVE PROGRAM

- A. Article 10 of the National Agreement will be the guideline in formulating the local leave program.
- B. Employees may be granted annual leave on their Birthday, if requested 2 weeks in advance, by submitting Form 3971.

ITEM 4

THE DURATION OF THE CHOICE VACATION PERIOD

- A. The Mail Handlers Choice Vacation Period will be from May 1st through October 31st for the duration of the Contract.

ITEM 5

THE DETERMINATION OF THE BEGINNING DAY OF AN EMPLOYEES VACATION PERIOD.

- A. The beginning of a vacation schedule will be the beginning day of the service week, which is Saturday.

ITEM 6

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

- A. Mail Handlers may request two selections during the Choice Vacation Period, provided all Mail Handlers are granted a first choice.
- B. Employees, at their option, may request a second selection during the Choice Vacation Period in units of either 5 or 10 days provided all other Mail Handlers have had an opportunity of obtaining their first choice.
- C. Mail Handlers may request single days when submitting their vacation schedule. These single days may be granted if the employee has the leave to cover the absence.

ITEM 7

WHETHER JURY DUTY AND ATTENDANCE AT NATIONAL OR STATE CONVENTIONS SHALL NOT BE CHARGED TO THE CHOICE VACATION PERIOD.

- A. Jury Duty, Military Duty, and leave to attend National or State Conventions shall not be charged to Choice Vacation Period time.

ITEM 8

DETERMINATION OF THE MAXIMUM NUMBER OF EMPLOYEES WHO SHALL RECEIVE LEAVE DURING THE CHOICE VACATION PERIOD AND NON CHOICE VACATION PERIOD.

- A. Two Mail Handlers will be off each week during the Choice Vacation Period.
- B. When at all possible, two Mail Handlers will be allowed off during the Non Choice Vacation Period.
- C. Part Time Flexible Mail Handlers will be utilized to fill in for Full Time Regular Mail Handlers on vacation. Part Time Flexible Mail Handlers may be pulled from one tour and assigned to another tour to maximize the use of Mail Handlers in vacant Mail Handler positions.

ITEM 9

THE ISSUANCE OF OFFICIAL NOTICES TO EACH EMPLOYEE OF THE VACATION SCHEDULE APPROVED FOR HIM/HER.

- A. Mail Handlers will be notified prior to February 15th of the Choice Vacation approved.
- B. The Vacation List will be posted on the Official bulletin board by February 15th.
- C. A complete vacation schedule will be mailed to the Mail Handlers Union at:
P.O. Box 10066
Newburgh N.Y. 12552-0066

ITEM 10

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

- A. Mail Handlers will be notified by November 1st of the beginning of the new leave year by posting on the official bulletin board.

ITEM 11

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

- A. Requests for annual leave shall not be unreasonably denied.
- B. Requests for a leave day, or days, must be submitted on Form 3971, as far in advance as possible, but not less than 6 hours before the end of the tour. All such requests will be approved on a seniority basis. Disposition of this request must be given by the end of the tour.
- C. Requests to leave early will be determined on a seniority basis by the approving Supervisor via Form 3971.

ITEM 12

WHETHER OVERTIME DESIRED LISTS SHALL BE BY SECTION AND/OR TOUR.

- A. The Overtime Desired List will be by section, and section for this Facility will be defined as the Mail Handler Craft of the entire installation.
- B. Every effort will be made to give at least one hour notice for overtime work.

ITEMS 13, 14 AND 15

LIGHT DUTY ASSIGNMENTS FOR MAIL HANDLERS SHALL BE PROVIDED.

- A. No Light Duty Assignments shall be created to the detriment of any Full Time Regular employee of the Mail Handler Craft.
- B. Any requests for Light Duty must be fully supported by Medical Certification attesting to the need for such reassignment.
- C. Light Duty assignments will not be restricted to the Mail Handler Craft. Mail Handlers on Light Duty may be assigned to any job commensurate with the limitations of their particular disability.

- D. The following duties and assignments shall be considered as, but not limited to, Light Duty Work, for Full Time Regular, Part Time Regular, and Part Time Flexible Mail Handlers:
1. Hand Cancel Mail
 2. Machine Cancel Mail
 3. Re-wrap
 4. Dress and Hang Racks
 5. Sweep Cases and Load Ledges
 6. Moving and Storage of Empty Equipment
 7. Culling
 8. Sacking Empty Bags
 9. Any combination of these duties. Duties which are performed by the supplemental workforce will also be considered in an effort to provide maximum employment for Mail Handlers on Light Duty.
 10. Other areas where lifting, bending, etc., does not exceed physical limitations.

ITEM 16

THE IDENTIFICATION OF ASSIGNMENTS COMPRISING A SECTION WHEN IT IS PROPOSED TO REASSIGN WITHIN AN INSTALLATION EMPLOYEES EXCEPT TO THE NEEDS OF A SECTION.

- A. A section for this facility will be defined as the Mail Handler Craft of the entire Installation.
- B. When an employee is removed from his/her section, that employee can not be replaced by any other employee, as this will be considered bumping.
- C. The opening of new facilities which come under the jurisdiction of the Kingston Post Office, or the shifting of the major portion of operations which comprise a section for Mail Handlers, shall justify a special meeting of the Labor Management Committee in order to establish the realignment of the affected section.
- D. When it is proposed to take any action regarding the opening of a new facility, or the shifting of operations, the Employer shall notify the Mail Handlers Union as far in advance as practicable.
- E. When it becomes necessary to reassign employees because they are excess to the needs of a section, the junior employee of the section shall be reassigned.
- F. When the section is opened again and retreat rights are exercised, seniority will be the method used to bring the employee back to the section and/or assignment.

ITEM 17

THE ASSIGNMENT OF EMPLOYEE PARKING SPACES.

- A. Mail Handlers will be provided with parking spaces.

ITEM 18

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.

- A. Annual leave or LWOP requested by Mail Handler Union Representatives of Local 300, for the purposes of conducting Union Business shall not be unreasonably denied. Such leave shall not be charged to the Choice Vacation schedule.

ITEM 19

OTHER ITEMS WHICH ARE SUBJECT TO LOCAL NEGOTIATIONS.

- A. Mail Handler Seniority lists are to be posted on the official bulletin board, twice a year, February and August.
- B. Submission of bids will be in accordance with Article 12.3 of the National Agreement.

ITEM 20

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

- A. Seniority shall prevail in all sections, sections as defined in Items 12 and 16 of this agreement.
- B. All daily assignments shall be made on the basis of seniority.

- C. All other crafts, whether reassigned voluntarily or involuntarily, shall go to the bottom of the Mail Handler Part Time Flexible Seniority List. If in the case that the Mail Handler Part Time Flexibles are converted to Full Time Regular Mail Handlers, then the employees coming from other Crafts may go to the bottom of the Mail Handler Full Time Regular Seniority List.
- D. Any and all documentation which will have an impact on the Mail Handler Craft will be automatically supplied to the Mail Handler Union Representative, and mailed to the Mid Hudson Branch, Local 300, National Postal Mail Handlers Union's Administrative Vice President at:
P.O. Box 10066
Newburgh N.Y. 12552-0066

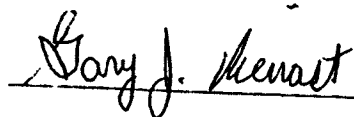
Examples of these documents are as follows, but not limited to: Restriction Notices, Letters Of Warning, Suspension Notices, Removal Notices, Step Increase Deferments, Letters of Demand, and any other document which may have an impact on the Mail Handler Craft.



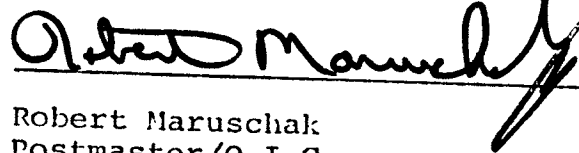
**NATIONAL POST OFFICE MAIL HANDLERS,
WATCHMEN, MESSENGERS AND GROUP LEADERS**
DIVISION OF LIUNA, AFL-CIO
AMALGAMATED LOCAL NO. 300

May 29 1991

It is mutually agreed that local negotiations between the National Postal Mail Handlers Union and the U.S. Postal Service at Kingston Post Office will be extended beyond the 30 day limit.



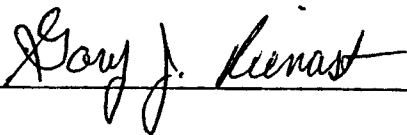
Gary J. Kienast
Administrative Vice President
Mid Hudson Branch
Local 300
National Postal Mail Handlers
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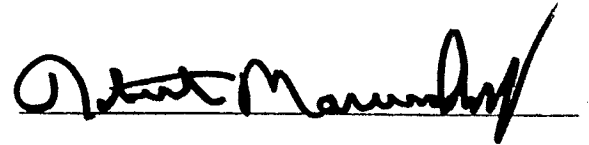
Robert Maruschak
Postmaster/O.I.C.
U.S. Postal Service
Kingston Post Office
Kingston N.Y. 12401

LOCAL MEMORANDUM OF UNDERSTANDING FOR THE KINGSTON POST OFFICE.

This Memorandum of Understanding is entered into on may 31, 1991 between the representatives of the United States Postal Service and the designated agent of the National Postal Mail Handlers Union, a Division of the Laborer's International Union of North America AFL-CIO, pursuant to Article 30 of the 1990 National Agreement. This Memorandum of Understanding constitutes the entire agreement on matters relating to local conditions of employment.



Gary J. Kienast
Administrative Vice President
Mid Hudson Branch
Local 300
National Postal Mail Handlers
Union AFL-CIO-CLC



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