



LOCAL MEMORANDUM OF UNDERSTANDING
BETWEEN

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

AND

**UNITED STATES POSTAL SERVICE
MID - HUDSON P&DC NEWBURGH, NY 12555**

April 5th 2011

ITEM A: Additional or longer wash up periods.

1. 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.
2. Additional was up time may be granted by a supervisor if the supervisor deems necessary.

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.

1. Termination of postal operations to conform to orders of local authorities, or as local conditions warrant because of emergency conditions, 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.
2. Management will notify the employees at the earliest possible time of termination or curtailment of postal operations. Such notification will be by telephone, and/or available public media, such as TV or radio.
3. Consideration will be given to:
 - a. Acts of God, such as storms, fire, floods etc.
 - b. Civil disorders.
 - c. Environmental conditions, such as lack of water, or lack of mechanical climate control (equipment breakdown).
 - d. Bomb threats.
4. The Mail Handlers Union, AVP or Shop Stewards, will be consulted on any information relating to this item.

ITEM C: Formulation of a local leave program.

1. Article 10 of the National Agreement will be the guideline in formulating the local leave program.
2. Choice annual leave selections will be granted by seniority, section and tour.
3. The number of Mail Handlers allowed on annual leave at one time during non-choice vacation time will be 15% per section. With respect to the initial vacation sign up, mail handlers will make one selection in non-choice, not to exceed 15 days.
4. Mail Handlers must submit, in duplicate, an initial vacation sign up form to their supervisor, properly completed, by the deadline date in order to be given vacation consideration. The supervisor shall sign the employees copy upon receipt of receiving the sign up form.
5. Any Mailhandler who has served over 4 months (consecutive) as a 204B shall have his/her vacation choices posted to the craft.
6. A. Military, and Union leave shall not count towards the percentages.
B. Requests for leave & 3189 to conduct official union business by Local 300 Union Officials shall not be unreasonably denied.

ITEM D: The duration of the choice vacation period.

1. The Mail Handler choice vacation period will be April 1st through September 30th, plus the 10 day deer hunting season which usually occurs the third week of November, for the duration of the current National Agreement.
2. All other periods will be considered non-choice.

ITEM E: The determination of the beginning day of an employees vacation period.

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

ITEM F: Whether employees at their option may request two selections during choice vacation period, in units of either 5 or 10 days.

- 1.A. Mail Handlers who earn 13 days of annual leave per year will be granted up to two selections in choice, in either one (1) ten day pick or two (2) picks of five days each, not to exceed 10 days.
- B. Mail Handlers who earn either 20 or 26 days of annual leave per year will be granted up to three selections in choice, in either one (1) 15 day pick or two (2) picks of one 10 day and one 5 day or three (3) picks of five days each, not to exceed 15 days.
2. A second round, in seniority order, for choice vacation weeks will be afforded to Mail Handlers with sufficient leave to cover the open periods (see Article 10.5, C and C1).
3. Employees shall be permitted to use their remaining Annual Leave days at other times during the leave year, based upon operational needs. Annual leave may be granted during December.

ITEM G: Whether jury duty and attendance at national or state conventions shall be charged to the choice vacation period.

1. Jury Duty, Military Duty and leave to attend National or State Conventions shall not be charged to the choice vacation period.

ITEM H: Determination of the maximum number of employees who shall receive leave during the choice vacation period.

1. Vacation and schedules for Mail Handlers will be by section and tour, the sections will be defined as follows:
 - a. Interior - T1, T2, T3
 - b. Dock - T1, T2, T3
 - c. Culling T3
2. The number of Mail Handlers allowed on annual leave will be based upon percentages as outlined in this agreement.
3. The percentages will be based on the entire Mail Handler complement of the section, which shall include any PTR's, FTR's and unassigned regulars who normally work in the section.
4. The number of Mail Handlers allowed on annual leave at one time during the choice vacation period will be 25% per section.
5. Rounding off for vacation scheduling:
 1. Any number .5 and above goes to the next highest whole number.
 2. Any number less than .5 goes to the next lowest whole number.

ITEM I: The issuance of official notices to each employee of the vacation schedule approved for him/her.

1. The initial vacation sign up forms will be handed out by supervisors by December 1st.
2. Mail Handlers shall submit the vacation sign up forms, in duplicate to their Supervisors by January 15th. The Supervisor will return a signed & dated copy to the mailhandler, upon submission.
3. Decisions concerning the initial annual leave requests will be given by February 10th.

4. A complete vacation schedule of mail handlers, will be given to the AVP on or about February 15th.

5. Each mail handler will receive a copy of his/her tour's vacation schedule on or about February 22nd, and a copy of the entire vacation schedule will be posted on the bulletin board.

ITEM J: Determination of the date and means of notifying employees of the beginning of the new leave year.

1. All Mail Handlers will be notified by November 1st of the beginning of the new leave year by posting on the bulletin board located on the workroom floor near the cafeteria.

2. The posting shall include the warning that if an employee does not receive his/her initial leave request form by December 7th, the employee should immediately notify his/her supervisor to get a form.

ITEM K: Procedures for submissions of applications for annual leave during other than the choice period.

1. Requests for a leave day, or days, other than leave requests which fall under the scope of Items C and D, must be submitted on form 3971 as far in advance as possible, but not less than 6 hours before the requested leave. Approvals must be given on a first come, first served basis. Disposition of the request must be given to the employee by the end of two working days, or the employee is to consider the leave request approved.

2. When unscheduled leave is offered by management for Mail Handlers to leave early, approval will be by strict seniority on a tour / section basis. When Mail Handlers request to leave early, approval will be on a first come, first served basis. 3971's submitted will not be acted on until 2 hours after the first tour shift begins. Sections will be defined in Item H.

March 17, 2011

Joseph Berezco, Labor Manager
Contract Administration (NPMHU)
475 L'Enfant Plaza, SW, RM 9326
Washington, DC 20260-9326

Dear Mr Berezco:

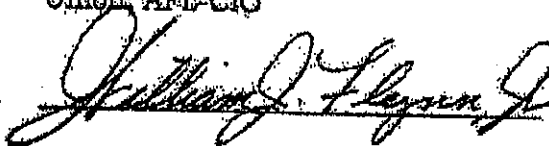
In accordance with the Article 30 of the NPMHU/USPS National Agreement, I am writing to let you know that the National Office is concurring with the local agreement to open Local negotiations on Item "D" of their current Local Memorandum of Understanding (LMOU). This request has been made by Jim Perrins, Branch President L 300 and Kathy O'Neil, Labor Relations Specialist, additionally, this request has been agreed to by Local 300 President, Paul Hogrogian. Please sign and return the enclosed copy of this letter as your acknowledgment of agreement.

Joseph R. Berezco, Manager
USPS Contract Administration,
NPMHU and EAP/WEI Programs

William J. Flynn, Jr., Manager
Contract Administration
National Postal Mail Handlers
Union, AFL-CIO

Date: _____

3/17/11



ITEM L: Whether overtime desired lists in Article 8 of the National Agreement shall be by section and /or tour.

1. The overtime desired sign up list will be posted 14 days prior to the new overtime quarter. The overtime desired list will be posted on the bulletin board near the employee's entrance.
2. Mail Handlers wishing to work overtime must sign the posted overtime desired sign up list. It is expected that Mail Handlers who place their names on the list will work the overtime when it is available. Newly converted full-time regular mail handlers or full-time regular mail handlers who bid on a new tour, will have two weeks to place their names on the overtime desired list.
3. The overtime desired lists will be by section and tour and the sections for the overtime desired list will be as follows:
 - a. Interior
 - b. Dock

In addition, a column next to the employee's name will be used to designate preferences as follows:

- a. before tour overtime
- b. after tour overtime
- c. days of rest overtime

Mail Handlers may choose any or all of the preferences. It is agreed that the preference options are a cooperative Labor/Management Agreement to benefit all, but when there is an insufficient number of employees on a preference list to meet the overtime need, then those employees from another preference will be used before going off the list using inverse seniority.

3A. The before tour (BT), after tour (AT), and scheduled day off (SDO) lists will be scored independently from one another. The scheduled day off list will be maintained separately by day of the week and will be scored independently of one another.

4. The overtime desired lists will be conducted in accordance with Article 8 section 5C of the National Agreement: that is, Mail Handlers who have placed their names on the overtime desired list will be selected in order of their seniority on a rotating basis.
5. All overtime lists will be secured and maintained in the mail processing office.
6. All overtime lists will be readily available to be reviewed by Supervisors and Mailhandlers. Overtime Lists will be available to Mail Handler Union Representatives to be photocopied.

AMO KB JRP 3/29/11

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7. MDO or Management's designee will be responsible for upkeep of the Tour's overtime lists.

8. MDO or designated SDO in charge of Mail handler overtime lists have the responsibility to *personally* inform mail handlers of overtime work available, as early as possible. Before tour and day of rest overtime, 1 hour before the end of tour the day before, or at least two hours before the overtime is scheduled to begin. After tour overtime, at least 1 hour before end of the Mail Handler's Tour. Posted notices will not constitute proper notice.

9. If a Mail Handler on the Overtime desired list has not provided the Postal Service with a current phone number, and if the employee's name is reached on the overtime list for a telephone call-in overtime opportunity, then the employee will be passed over, and charged with an overtime opportunity which shall not be counted as an improper bypass.

10. A Mail Handler may remove his/her name from the overtime desired list by placing the request in writing and giving the request to his/her supervisor, with a copy to the union.

11. Removal of your name from the overtime desired list after being given orders to stay, or come in for overtime, does not relieve the Mail Handler from his/her responsibility for working that overtime.


12. Daily Full Time Volunteer Overtime Lists will be established as per Article 8.5 D of the National Agreement. The sign up lists for this purpose will be kept in the Tour Office.

 3/29/11

Robert Blum Date
NPMHU Local 300 Vice President

 3/29/2011

Kathy O'Neill Date
USPS Labor Relations

 3/29/11

Jim Perkins Date
NPMHU Local 300

ITEM M, N AND O: Light Duty Assignments.

1. No light duty assignments shall be created to the detriment of full time regular employees of the mailhandler craft holding bid assignments.
2. Any requests for the light duty must be fully supported by medical certification attesting to the need for such assignment.
3. Light duty assignments will not be restricted to the mailhandler craft. Mailhandlers on light duty may be assigned any job commiserate with the limitations of their particular disability and with their qualifications, to the extent such work is available, consistent with the provisions of the APWU Union.

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.

1. This item deals with the permanent reassignment of an employee, such as a reassignment that results from the abolishment of an occupied bid assignment that will no longer be in that section. Daily reassignments are addressed in Item T of this Local Memorandum of Understanding.
2. Sections for this Item will be as defined in Item H.
3. When it becomes necessary to reassign employees because they are excess to the needs of the section, procedures outlined in Article 12.6C4d will be followed.
4. If at all possible, mail handlers whose bids have been abolished will remain on the same tour, with the same days of rest as the abolished bid, until they have had a chance to bid for a new job.
5. For permanent reassignments, management will make every effort to give any unassigned full time regular mail handler a choice, based on seniority, if more than one vacancy exists.
6. Management agrees that when implementing abolishing or excessing positions, they will make every effort to keep the inconvenience of the affected employees to a minimum.
7. Mailhandlers reassigned out of the section, retain retreat rights to the section where their position was abolished or excessed. These retreat rights are to be exercised in accordance with the provisions of Article 12.6C,4C of the National Agreement.

ITEM Q: The assignment of Mail Handler Union parking spaces.

1. If during the course of this agreement, the management of Mid - Hudson P& DC decides to implement a reserved parking policy for other than official vehicles, a reserved parking space will be provided for the Mail Handlers Union, at a site to be determined at that time via a meeting between the Union and Management.

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 or LWOP requested by Mail Handler Union Representatives of the Mid- Hudson Branch of Local 300 for the purpose of conducting Union business as specified above shall not be unreasonably denied. Such leave shall not be charged to any leave percentages as outlined in this agreement.

ITEM S: Other items which are subject to local negotiations.

I. BIDDING

1. Every reasonable effort shall be made by management to maximize the number of bid assignments wherein the rest days for Mail Handlers are consecutive.
2. Mail Handler bids will be posted on the official bulletin board located on the workroom floor near the cafeteria.
3. Copies of all Mail Handler bids will be give to the Mail Handlers Union prior to posting.
4. All vacant or newly established bids shall be posted for employees eligible to bid within 10 days after a determination has been made that the position is not to be reverted.
5. It is agreed that no mail handler assignment will be abolished unless and until same has been discussed with Administrative Vice President, Local 300, Mid - Hudson P&DC Branch, and prior written notice has been given to the Administrative Vice President and employees affected, of intent to do so.
6. It is further agreed that notification will be given sufficiently in advance wherever possible to allow the Union a meaningful opportunity to bargain over the proposed change, should it request to. Good faith bargaining will include meeting, providing necessary information, and considering Union counter proposals. No change will be implemented until such bargaining has come to an agreement or genuine impasse.

7. When management receives advance notice of a mail handler retirement, the incumbent's bid shall be posted far enough in advance of the retirement to minimize the period of vacancy. However, since employees have the right to withdraw retirement applications, until the effective date of retirement, the successful bidder for the incumbent's assignment shall not be placed in the bid until the beginning of the bid cycle following the retirement date, and the successful bidder's assignment shall not be posted until after the retirement date.

8. An updated seniority list of all Mail Handlers will be posted along with the bids.

9. When there are no PTF's or unassigned regulars in the facility: any residual or no bidder vacancies will be reposted until filled or reverted.

II. REPOSTING

1. The determination of what constitutes a sufficient change of duties or principle assignment area to cause the duty assignment to be reposted shall be left to the discretion of the Mail Handler's Union AVP.

ITEM T: Local implementation of this agreement relating to seniority, reassignments and postings.

I. SENIORITY

1. All daily assignments shall be made on the basis of seniority, within the following pecking order:

A) Specific bid

1) Regular scheduled MH's

2) Holiday scheduled MH's

3) Overtime scheduled MH's

B) Section.

C) Tour.

2. An oncoming tour will not displace the tour that is on duty, unless there is a PTF, or a casual working a job that a full-time regular on the oncoming tour holds as a bid.

3. Mail Handlers working outside their normal tour of duty, such as on change of schedule or overtime, shall be considered junior Mail Handlers and shall be assigned to any work within their qualifications. This also applies to higher level Mail Handlers assignments. Daily seniority does not apply to Mail Handlers working outside their normal schedule.

4. No Mail Handler, regardless of seniority, will be allowed to displace or bump another from assigned job or Tour except through the prescribed bidding procedures.

5. Once reassigned, a Mail Handler will retain his/her seniority throughout the section and tour, but will be junior to any Mail Handler properly holding a bid assignment or duty assignment.

II. TEMPORARY REASSIGNMENTS

1. Sections for this Item shall be as defined in Item H.

2. Normally, an employee shall work the duty assignment for which the employee has been designated the successful bidder. However, when an employee is moved off the employee's duty assignment, the employee shall not be replaced by another employee. For temporary reassignments not covered by Article 25 of the National Agreement, the movement of people outside the bid assignment area will be as follows:

- a. Volunteers.
- b. All casuals (temps) performing Mail Handler work.
- c. All other crafts performing Mail Handler work.
- d. All PTF's.
- e. All Mail Handlers on overtime and on a change of schedule by juniority.
- f. All Mail Handlers working their Holiday
- g. All unassigned regular Mail Handlers.
- h. All PTR's.
- i. Full time regular Mail Handlers working their bid, section and schedule will be exceeded by juniority, reassignment back to their section will be by seniority.

3. No employee shall be allowed to displace or bump another employee properly holding a position or duty assignment.

4. A Mail Handler who volunteers to work an assignment other than his/her own, will be considered the junior Mail Handler for the remainder of the tour for the purpose of being reassigned under part 2 of this section.

5. If it becomes necessary to assign a full-time regular Mail Handler on their normal schedule out of his/her section, the reassigned Mail Handler shall have the right to perform any Mail Handler duties being performed by non-Mail Handler craft employees, including casuals (temps) in the section that they are reassigned to. If any problems arise, the S.D.O will consult with the Shop Steward on duty or the AVP.

III. POSTING

1. An updated seniority list will be given to the Mail Handlers union within 3 days of request.

2. Whenever the AVP presents documentation to establish the need for a new bid assignment. Management and the Union shall discuss the issue at the next Labor / Management meeting.

3. Documentation which will have an impact on the Mail Handler craft will be provided to the Mail Handlers Union at:

P.O. Box 10066
Newburgh, NY 12552-0066

Such documentation shall include: safety talks, restriction notices, letters of warning, suspension notices, removal notices, step increase deferments, and any other documentation subject to the provisions of Articles 17 and 31 of the National Agreement, and Section 8 of the National Labor Relations Act.

Local Memorandum of Understanding

Between

The National Postal Mail Handlers Union

Mid Hudson Branch - Local 300

Division of L.I.U.N.A. - AFL-CIO

and

The United States Postal Service

Mid Hudson P.& D.C.

located at

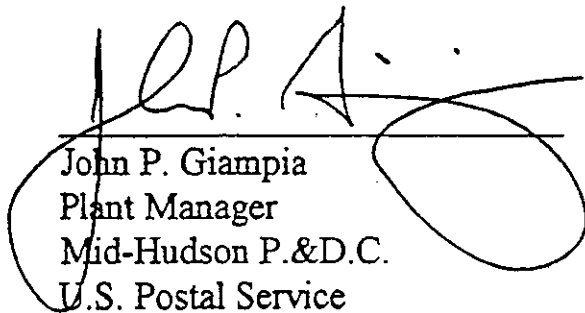
99 Enterprise Drive

Newburgh, New York 12555-9993

This Memorandum of Understanding is entered into on **June 28, 1999** at the **Mid-Hudson P.&D.C.**, between the representative 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 1998 National Agreement on matters relating to the local conditions of employment.



Victor R. Casanova
Administrative Vice President
Mid-Hudson Branch - Local 300
National Postal Mail Handlers Union
Division of L.I.U.N.A. - AFL-CIO



John P. Giampia
Plant Manager
Mid-Hudson P.&D.C.
U.S. Postal Service
Newburgh, NY 12555-9993

National Postal Mail Handlers Union

Victor R. Casanova
Administrative Vice President
Mid-Hudson Branch - Local 300
PO Box 10066
Newburgh, NY 12552-1066

Telephone (914)-567-1335 or 567-2244

June 28, 1999

John Giampia
Plant Manager
Mid Hudson P&DC

Re: Notice of Impasse

At the conclusion of the negotiating period for the 1998/2000 Local Memorandum of Understanding, we have failed to reach agreement on the following items:


Item M - The number of light duty assignments to be reserved for temporary or permanent light duty.

Item N - The method to be used in reserving light duty assignments so that no regularly assigned member of the work force will be adversely affected.

Item O - The identification of assignments that are to be considered light duty.

Item P - The identification of assignments comprising a section, when it is proposed to reassign within an installation, employees in excess to the needs of a section.

Therefore, the Union will submit these items to final & binding arbitration pursuant to Article 30.3 (a) of the National Agreement. The provisions of these items in the former LMOU shall remain in effect, until final resolution through the grievance/arbitration procedure.


Victor R. Casanova
AVP - Mid Hudson Branch
Local 300 - NPMHU

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MID HUDSON PROCESSING & DISTRIBUTION CENTER
MANAGER, DISTRIBUTION OPERATIONS - TOUR 2
PO BOX 9712
NEWBURGH NY 12555-9712



DATE: June 8, 1999


SUBJECT: LMOU - CONTRACT YEAR 1998-2000

TO: Victor Casanova
AVP
Local 300 Mail Handlers
PO Box 10066
Newburgh NY 12552

This is to officially advise you that Management has determined that Item L, #10 of the existing LMOU is inconsistent and in conflict with the terms of the National Agreement.

"10. In lieu of discipline, Mail Handlers who miss 3 overtime opportunities during an overtime quarter, except as excused in accordance with Article 8 Section 5E of the National Agreement, will be removed from the overtime desired list for the remainder of the quarter."

Management will now consider this language null and void and will not continue it in the LMOU.


Raymond P. Gioia
MDO, Tour 2

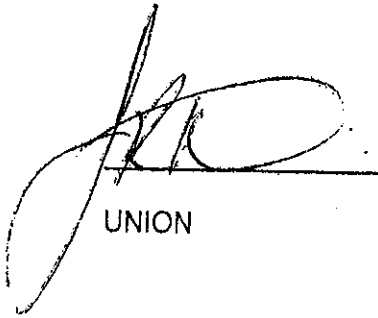
cc: Plant Manager
File

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**Addendum to local Leave Policy
Items C through G**

- 1) All Mail Handlers are required to take all pre-scheduled annual leave unless:
 - a) They notify their supervisor in writing (PS Form 3971) that they are turning back the pre-scheduled leave. This notification must be within five (5) days of the first leave day.
 - b) Employees are required to turn back full weeks (40 hours).
 - c) Nothing prevents employees turning back full weeks from requesting a single day or days in the same week, under the provisions of item "k" of the local leave policy. The employee turning back the leave will have first choice "exclusively" for the leave days in the turn back week and said request for the day or days by the employee turning back the leave will have the request approved.
- 2) Employees requesting to turn back pre-scheduled single days may do so in writing (PS Form 3971) as far in advance as possible, but not less than eight (8) hours before the leave day.
- 3) Any Mail Handler failing to follow the above procedure may be sent home on any day they report to work that they had pre-scheduled leave for.

This agreement will be in effect for the 2009 vacation schedule. Both parties have the right to revisit this addendum at the end of the 2009 vacation season.


UNION

9/29/08
DATE


MANAGEMENT

9/30/08
DATE

(18)