

Do Not Remove
Complete and Final
LMOU

LOCAL MEMORANDUM OF UNDERSTANDING

BETWEEN

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

AND

UNITED STATES POSTAL SERVICE
MID HUDSON GMF NEWBURGH NY 12555

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 wash up time may be granted by a Supervisor if the Supervisor deems it 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 T.V. 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. Mail Handlers in seniority order will be granted two selections in Choice, total not to exceed 15 days, and one selection in Non Choice, total not to exceed 15 days, with respect to the initial vacation sign up.
3. The number of Mail Handlers allowed on annual leave at one time during Non Choice vacation time will be 8% per section.
4. Mail Handlers must submit an initial vacation sign up form to their Supervisor, properly completed, by the deadline date in order to be given vacation consideration.

ITEM D: The duration of the choice vacation period.

1. The Mail Handlers Choice vacation period will be May 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 the choice vacation period, in units of either 5 or 10 days.

1. Requests during the initial annual leave sign up period must be for 5 or 10 day selections.
2. Mail Handlers in seniority order shall be granted two Choice selections, total not to exceed 15 days.

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:
 - a. Interior/Floor T-1 T-2 T-3
 - b. Dock/Sack Sorter/Primary Breakdown T-1 T-2 T-3
 - c. Culling T-3
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, FIR'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 18% per section.

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 November 1st.
2. Mail Handlers shall submit the vacation sign up forms to their Supervisors by December 5th, 5:00 pm.
3. Decisions concerning the initial annual leave requests will be given by January 15th.
4. A complete vacation schedule of Mail Handlers will be given to the AVP on or about January 15th.
5. Each Mail Handler will receive a copy of his/her tour's vacation schedule on or about February 15th, 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 November 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 vacation 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 as defined in Item H.

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

(as amended by the addendum to the Local Memorandum of Understanding pertaining to the overtime desired list - December 16 1991)

1. The overtime desired 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 employees entrance.
2. Mail Handlers wishing to work overtime must sign the posted overtime desired list. It is expected that Mail Handlers who place their names on the list will work overtime when it is available. Newly converted Full Time Regular Mail Handlers, or Full Time Regular Mail Handlers who have bid to a new tour, will have two weeks to place their names on the overtime desired list.
3. The overtime desired list will be by sections, and sections for the overtime desired list will be as follows: Interior (which includes Culling on Tour 3) and Dock. In addition a column next to the employee's names will be used to designate preferences as follows:
 - a. Before Tour Overtime.
 - b. After Tour Overtime.
 - c. Days Of Rest Overtime.
 - d. All Of The Above 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 the preferences are exhausted and there is need for more overtime, those employees from another preference will be used before going off the list using inverse seniority.
4. The overtime desired list 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 Supervisors and Mail Handler Union Representatives.
7. Tour Superintendents will be designated the responsibility for upkeep of the tour's overtime lists.
8. Tour Superintendents, or designated Supervisors 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 the tour the day before, or at least 2 hours before the overtime is scheduled to begin. After Tour Overtime, at least 1 hour before the end of the Mail Handler's tour. Posted notices will not constitute proper notice. Solicitation by Mail Handlers for overtime should be discouraged.

9. If a Mail Handler on the overtime desired list does not provide the Postal Service with a current phone number, an overtime opportunity will be annotated for each overtime call in, in sequence.
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.
11. 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.
12. 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.

ITEMS M, N AND O: Light duty assignments.

1. No light duty assignment shall be created to the detriment of Full Time Regular employees of the Mail Handler Craft holding bid assignments.
2. Any requests for light duty must be fully supported by medical certification attesting to the need for such reassignment.
3. 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 and with their qualifications, to the extent such work is available, consistent with the provisions of the APWU National Agreement.
4. Prior to making a decision on any light duty request which will affect Mail Handler employees, Management will confer with the Local AVP of the Mail Handlers 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 a section, the junior employee of the section will be reassigned, this also applies to the level of the excess position.
4. When the section is opened again and retreat rights are exercised, seniority will be the method used to bring the employees back to the section and/or assignment.
5. 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 the opportunity to bid for a new job.
6. Mail Handlers reassigned out of a section retain retreat rights in the section where their position was abolished or excessed. These retreat rights are to be exercised in accordance with the provisions of Article 12.6C4c of the National Agreement.
7. 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.
8. Management agrees that when implementing abolishing or excessing positions, that they will make every effort to keep the inconvenience of the affected employees to a minimum.

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

1. If during the course of this agreement, the Management of the Mid Hudson GMF decides to implement a reserved parking policy for other than official vehicles, a reserved parking space will be provided for the Mail Handlers Union. It will be marked National Postal 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 for 3 Union Representatives. Union time for more than 3 Union Representatives shall be charged to the leave percentages as outlined in Item H of this agreement.

13. 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.
14. An updated seniority list of all Mail Handlers will be posted along with the bids.

II. REPOSTING

1. The determination of what constitutes a sufficient change of duties or principal assignment area to cause the duty assignment to be reposted shall be left to the discretion of the Mail Handlers 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 sections, sections as defined in Item H.
2. An oncoming tour will not displace the tour that is on duty, unless there is a Part Time Flexible, or a Casual (Temp) working a job that a Full Time Regular on the oncoming tour holds as a bid.
3. Mail Handlers working outside of 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 and assignments. Daily seniority does not apply to Mail Handlers working outside their normal schedule

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.
 - f. All Mail Handlers on change of schedule.
 - g. All PTR's.
 - h. All Unassigned Regular Mail Handlers.
 - i. Full Time Regular Mail Handlers working their bid, section and schedule will be excessed 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 Supervisor 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.



United States
Postal Service

May 29, 1991

It is mutually agreed that local negotiations between the National Post Office Mail Handlers and the Postal Service at Mid-Hudson GNF will be extended beyond the 30 day limit.

Gary J. Kienast

Gary Kienast
Administrative Vice President
NPOMH

John P. Ciampa

John P. Ciampa
Director City Operations
MSC Mid Hudson

June 6, 1991

It is mutually agreed that local negotiations, as extended above, shall end on June 21, 1991.

Gary J. Kienast

Gary Kienast
AVP, NPOMH

John P. Ciampa

John P. Ciampa
Director, City Operations

LOCAL MEMORANDUM OF UNDERSTANDING FOR THE MID HUDSON GMF
NEWBURGH NY 12555

This Memorandum of Understanding is entered into on June
21, 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 con-
stitutes the entire agreement on matters relating to local con-
ditions of employment.

Gary J. Kienast

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

John P. Giampia

John P. Giampia
Director, City Operations
Mid Hudson GMF
U.S. Postal Service
Newburgh N.Y. 12555-9993



NATIONAL POSTAL MAIL HANDLERS UNION

LOCAL 300 AFL-CIO-CLC

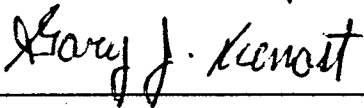
BRANCH: Mid Hudson

ADDRESS: P.O. Box 10066

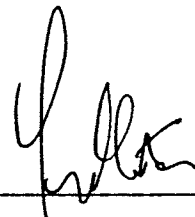
Newburgh NY 12552-0066

March 30 1992

Both parties agree that the items which were identified as being at impasse for the 1990 - 1993 Local Memorandum of Understanding have been mutually resolved and are hereby settled.



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

 4-2-92

Frank Barton
A/Labor Relations Representative
U.S. Postal Service
Mid Hudson GMF
Newburgh NY 12555

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

I. BIDDING

1. When an employee wishes to exercise his/her right to bid, he/she must fill out the designated bid application form.
2. Supervisors and/or Mail Handler Union Representatives shall make the form available to any Mail Handler who requests it.
3. All submitted bid application forms must be signed.
4. All instructions on the bid application form must be followed.
5. A Management Representative and a Mail Handler Union Representative, or designee, will promptly open the bid box on the closing date and hour.
6. No bids will be accepted after the closing date and hour.
7. Mail Handlers may mail their bid applications to:
DIRECTOR, HUMAN RESOURCES
ATTN: MAIL HANDLER BID
P.O. BOX 9421
NEWBURGH NY 12555-9421
If a bid is mailed and not received, no matter what the cause or circumstance, by the Director, Human Resources by the closing date and hour, the application will not be accepted.
8. Bid applications will be placed in the Mail Handler bid box located on the Registry Cage, or mailed as per part 7.
9. Every reasonable effort shall be made by Management to maximize the number of bid assignments wherein the rest days for Mail Handlers are consecutive.
10. Mail Handler bids will be posted on the official bulletin board located on the workroom floor near the cafeteria.
11. Copies of all Mail Handler bids will be given to the Mail Handlers Union prior to posting.
12. 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. If a vacant duty assignment has not been posted within 30 days, the installation head or designee shall advise the Union in writing the reasons the positions are being withheld and the anticipated length of time such positions will remain vacant. If the vacant assignment is reverted, a notice will be posted within 10 days advising of the action taken and the reasons therefor.