



1994

LOCAL MEMORANDUM
OF
UNDERSTANDING

BETWEEN
QUEENS PROCESSING & DISTRIBUTION CENTER

FLUSHING POST OFFICE,

AND

NATIONAL POSTAL MAIL HANDLERS UNION,
FLUSHING BRANCH

MEMORANDUM OF UNDERSTANDING
BETWEEN
QUEENS PROCESSING & DISTRIBUTION CENTER
AND
NATIONAL POSTAL MAIL HANDLERS UNION

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1994 LOCAL MEMORANDUM - MAIL HANDLERS UNION

SECTION A

SUBJECT: WASH-UP PERIODS

1. Under no circumstances will a mail handler leave his unit to the detriment of the dispatch of mail, however, whether in overtime status or regular status, a mail handler will not be deprived of his wash-up time.

SECTION B

SUBJECT: GUIDELINES FOR THE CURTAILMENT OF TERMINATION OF POSTAL OPERATIONS TO CONFORM TO LOCAL AUTHORITIES OR AS LOCAL CONDITIONS WARRANT BECAUSE OF EMERGENCY CONDITIONS

1. Whenever curtailment or termination of Postal operations is required, management will be responsible for the dissemination of that information to mail handler craft employees by announcements through television, radio and other media.
2. Management will make every reasonable effort to ensure that inside temperature of a building is maintained in accordance with Maintenance Series Handbook S-49 in effect, in 1990.
3. Postal officials shall consider the safety of the employees as their primary concern, taking appropriate action to protect those employees, which would include, but is not limited to full consideration of an employee's request for relief in the form of a temporary or permanent transfer or detail to another work area, or of appropriate leave to be granted. In this situation, the leave shall not be unreasonably denied.
4. Whenever curtailment or termination of Postal operations is considered or implemented, management will notify the ranking union official on duty and follow up, in writing, to the Administrative Vice President.

5. Whenever there is curtailment or termination of Postal Operations, the installation head shall give consideration to the granting of administrative leave consistent with the provisions of the Employee and Labor Relations Manual (ELM) - Section 519. While these administrative leave requests are pending, employees may request, at their option, annual leave or leave without pay (LWOP) to cover the absence. All request for administrative leave will be acted upon in a reasonable time frame.

SECTION C
SUBJECT:

FORMULATION OF LOCAL LEAVE PROGRAM

1. The granting of annual leave on a day-to-day basis will be at the discretion of management consistent with the provisions of the ELM, Section 510. Consideration will be given to the needs of the employee subject to operational needs and business conditions. Approval or disapproval of leave requests will be made within 48 hours. If at the end of 72 hours the leave request has not been approved or disapproved, the leave request will be considered approved.
2. All requests for annual leave will be submitted a minimum of 72 hours in advance with the exception of emergencies.

The requests will be submitted in triplicate on PS Form 3971.

The completed form will be handed to the immediate supervisor, who will immediately sign and date the notification box, and return a copy to the employee.

Once the request is received, approval or disapproval will be made within 72 hours and an additional copy returned to the employee within 72 hours.

3. Any employee requesting and being approved for annual leave and is short of those annual leave hours to cover such approved absence may request LWOP to cover the absence and such request will not be unreasonably denied.

4. Requests for annual leave, throughout the year, other than during choice vacation periods shall not be unreasonably denied.
5. The granting of leave for an employee's birthday, religious holiday, and/or funerals and burials, shall be consistent with the provisions of the Employee and Labor Relations Manual (ELM). Each case will be considered on a case by case basis in a timely manner and will not be unreasonably denied.
6. Employees who are awarded bid positions on other tours or at other units, after the vacation schedules are closed for the year, will retain their vacation choices, but retaining their choices will be governed by the percentages available on the new tour or at the new unit in the vacation periods.

SECTION D
SUBJECT:

THE DURATION OF THE CHOICE VACATION PERIOD

1. Prime vacation period B will be the last Monday in April to Labor Day and will include Thanksgiving week.

Vacation period C will be from Labor Day through the last week in November excluding Thanksgiving week.

Vacation period A will be from the 1st Monday in January to the last Monday in April.

Vacation period D will be the last week of December.

2. **The percentages of mail handlers allowed during vacation periods are:**

- | | |
|---------------|-----|
| a. Period (A) | 3% |
| b. Period (B) | 16% |
| c. Period (C) | 3% |
| d. Period (D) | 2% |

3. A. Vacation beginning and ending:

All employee vacations will start on a Monday and return on a Monday, unless non-scheduled.

4. Vacation Selection:

Vacation slips to be distributed for vacation selection beginning December 1st of the year preceding the new leave year. Employee requests for annual leave shall be submitted no later than COB January 3.

5. Posting of vacation schedules:

Vacation schedules will be posted separately from all other craft vacation schedules. This schedule will be posted no later than February 28 of the current leave year.

6. Leave at other than choice vacation period:

All other requests for leave must be submitted two (2) weeks prior to the start date being requested when possible.

7. The installation head will make every effort to grant requests for vacant weeks submitted less than seven (7) days in advance of the Leave period.

The installation head will make every effort to grant requests for vacant weeks submitted less than seven (7) days in advance of the Leave period.

Once a request is received for a vacant vacation pick, approval or disapproval will be made within 72 hours.

**SECTION F
SUBJECT:**

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

1. For the purposes of vacation picks, employees will pick by tour, seniority and sections.

For vacation picks only, the following shall constitute the sections:

VACATIONS (sections)

1st floor Platforms
010-020
Inside breakdown/opening units

2nd floor Dispatch (auto/mech/man)
Banding/Strapping
(all types/classes of mail)
Spreads
(all types/classes of mail)

3rd floor Dispatch (auto/mech/man)
Banding/Strapping
(all types/classes of mail)
Breakdown/opening units

***** Other - Tow motor
MTE

- 1a. In the first round of picks, employees may choose one combination pick of FIVE (5) and/or TEN (10) days at the employee's option.
- b. For each subsequent round of picks, employees may choose in increments of either one FIVE (5) day pick or one TEN (10) day pick if available.
2. An employee at his or her option may forego a choice during any round or picks as long as at the end of the year the employee has not exceeded the maximum carry-over.
3. An employee may cancel a vacation choice, but they must give management a two-week notification. The cancellation must be for a full week and once posted and given to someone else, no domino effect will take place.

The domino effect means - the employee taking the vacated vacation choice, should they revert their initial vacation choice, it will not be posted.

**SECTION G
SUBJECT:**

**WHETHER JURY DUTY AND ATTENDANCE AT NATIONAL
OR STATE CONVENTIONS SHALL BE CHARGED TO
CHOICE VACATION PERIOD**

1. Jury duty and military leave will not be charged to the choice vacation period. Attendance at national, state or regional conventions, assemblies or meetings by mail handler union members, including Administrative Vice President, up to the number eleven (11) shall not be charged to the choice vacation period.

**SECTION J
SUBJECT:**

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

1. Management shall post on appropriate bulletin boards the beginning date of the new leave year, which shall be the first full pay period of the new calendar year. Posting will be made by the prior December 1st date.
2. Two copies of such notice shall be furnished to ranking union official or representative.

**SECTION K
SUBJECT:**

**THE PROCEDURE FOR SUBMISSION OF APPLICATIONS
FOR ANNUAL LEAVE DURING OTHER THAN CHOICE
VACATION PERIOD**

1. Employees are not barred from making requests for increments five (5) days or less including parts of individual workdays. Approval of such request is at the discretion of management and such request will not be unreasonably denied.

SECTION L
SUBJECT:

**WHETHER OVERTIME DESIRED LISTS IN ARTICLE 8
SHALL BE BY SECTION AND/OR TOUR**

1. There shall be two (2) overtime desired lists established:
 - A. **The non-scheduled day list (scheduled overtime 8 hours or more). This list shall be administered by tour, and necessary skills.**
 - B. **The before tour - after tour list. This list shall be administered by tour, and necessary skills.**
 - **The before tour - after tour list. This list shall be administered by tour, and necessary skills. Once an employee signs this list, they may be drafted to work before and after the tour, if needed.**

Employees may put their names on both lists.

For purposes of the administration of overtime, the carrier stations shall be a separate section, and the provisions above shall apply.

2. Overtime Desired Lists shall be on a rotating basis by seniority order with employees signing up in accordance with the provisions set forth in Article 8.5A of the National Agreement, which reads:

Two weeks prior to the start of each calendar quarter, full-time regular employees desiring to work overtime during that quarter shall place their names on an "Overtime Desired" list. Every full-time regular employee shall have the opportunity to put his/her name on the "Overtime Desired" list, even though he/she may be on leave during the signing-up period for that quarter.

3. Employees may remove their names from the Overtime Desired List at any time during the quarterly period. Such employees will not be allowed to put their names back on the list for the remainder of the quarter.

The employee removing their name from the Overtime Desired List must do so in writing. The supervisor will sign the written request as received and acknowledged. The employee and the AVP will be given a copy of the written request.

4. The union shall be provided with two (2) copies of the Overtime Desired Lists on a quarterly basis.

**SECTION O
SUBJECT:**

**IDENTIFICATION OF ASSIGNMENTS THAT ARE TO BE
CONSIDERED LIGHT DUTY**

1. Light duty employees shall be eligible to bid to another position as set forth in the National MOU in effect.
2. Light duty employees shall be eligible for overtime work, if it is within his or her limitations in accordance with the National MOU in effect.

**SECTION P
SUBJECT:**

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

1. When it is proposed to permanently reassign employees deemed excess to the needs of a section or to excess a section entirely, the following shall apply:
 - a. The section will be defined as specific jobs or duty assignments in an area where employees are assigned with specific duties and/or the same functions of work. This definition of a section is applicable for the purpose of this item, Section P.
2. When it is necessary to abolish job bids (duty assignments) within a section, management will advise the ranking union official, AVP, or other designated representative for input prior to the abolishment.

**SECTION Q
SUBJECT:**

THE ASSIGNMENT OF EMPLOYEE PARKING SPACES

1. One parking space will be reserved for the ranking union official or representative, at the QGMF, and this parking space will be designated by an above-ground sign designating Mail Handler Union.

**SECTION S
SUBJECT:**

THOSE OTHERS ITEMS WHICH ARE SUBJECT TO LOCAL NEGOTIATIONS AS IN THE FOLLOWING ARTICLES

1. (Article 12.3, B6 and B7, plus an addition) B6 - No assignment will be posted because of change in starting time unless the change exceeds an hour. Any change in starting time that exceeds one (1) hour shall be posted for bid, except when there is a permanent change in starting time of more than one hour the incumbent shall have the option to accept such new reporting time. If the incumbent does not accept the new reporting time, the assignment will be posted for bid.

B7 - Change in duty assignment, as specified below, will require reposting:

B7a - A 50% change in duties (actual duties performed).

B7b - A change in principal assignment area which requires reporting to a different physical location, i.e., station, branch, facility annex, etc., except the incumbent shall have the option to accept the new assignment.

When it is necessary to repost or change a duty assignment, management will advise the ranking union official, AVP or other designated representative for input prior to the change/reposting.

2. In accordance with the provisions set forth in Article 12, Section 3c, posting and bidding for preferred duty assignments shall be installation-wide.

3. Employees awarded a new bid (upon duty assignment) in the same or higher level shall be given every opportunity to qualify for the new duties if necessary.

4. Article 12, Section 3E3 through E4:

E3 - 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, the movement of people outside the bid assignment area will be as follows:

E3a - casuals;

E3b - employees from other crafts;

E3c - part-time employees;

E3d - full-time regular Mail Handler employees;

a. reassignments out of bids will be by juniority

b. reassignments back into bids will be by seniority

E3e - the order of movement of full-time regular Mail Handler employees in 3E3d, above shall be a subject for local negotiations; however, if an agreement is not reached at the local level, the matter will be referred to the Regional Manager, Labor Relations, Mail Handlers Union for settlement.

E4 - No employee shall be allowed to displace or "bump" another employee properly holding a position or duty assignment.

5. The section will be defined as specific jobs or duty assignments in an area where employees are assigned with specific duties and/or the same functions of work.

SECTION T
SUBJECT:

**LOCAL IMPLEMENTATION OF THIS AGREEMENT
RELATING TO SENIORITY REASSIGNMENTS AND
POSTING**

POSTING OF DUTY ASSIGNMENTS

1. The AVP of ranking union official will be provided copies of vacant Mail Handler positions that management is whether holding or considering not posting. Such information will be provided on a monthly basis by bid number.
2. When it is necessary to abolish or revert job bids (duty assignments) within a section, management will advise the ranking union official, AVP, or other designated representative for input prior to the abolishment or reversion.
3. Article 12.3, Section E1 and E2:

E. Successful Bidder

- E1 - Within 10 days after the closing date of the posting (including December), the installation head shall post a notice stating the successful bidder and the bidder's seniority date.

The senior qualified bidder meeting the qualification standards established for that position shall be designated the "successful bidder."

- E2 - The successful bidder must be placed in the new assignment within 15 days except in the month of December.

4. All duty assignments for full time career regular employees shall have a fixed basic work schedule, with consecutive days of rest where possible. Management will make every effort to optimize those duty assignments with weekend days of rest based on operational needs.

SENIORITY

1. Management will provide the union with two (2) copies of the mail handler seniority list, on a quarterly basis.
2. All duty assignments shall be awarded on the basis of craft seniority.
3. For the purposes of vacation picks, each individual carrier station will be considered as a separate section.

These are retained from the existing Local Memorandum of Understanding.

ITEM 3 LIGHT DUTY ASSIGNMENTS

- A. All requests for light duty, shall be submitted in accordance with Article 13, of the National Agreement.
- B. Eight (8) temporary light duty assignments will be reserved for the mailhandler craft.

These assignments will consist of one or more of the following duties:

1. Culling, batching, facing and traying mail.
2. Examination of equipment.
3. Loading of ledges.
4. Flat canceling by hand.
5. Hand canceling of Letter-size.
6. Dressing racks.
7. Sweeping of cases.

These are retained from the existing Local Memorandum of Understanding.

ITEM 4 WASH UP TIME

Due to the nature of their work, mailhandlers working in the following units, will be granted wash up times as herein prescribed:

1. Platform Mailhandlers: Ten (10) minutes prior to lunch and twelve (12) minutes prior to leaving at the end of their tour.
2. Machine Mailhandlers: Ten (10) minutes prior to lunch and fifteen (15) minutes prior to leaving at the end of their tour.
3. All other mailhandlers: Five (5) minutes prior to lunch and ten (10) minutes prior to leaving at the end of their tour.
4. Under no circumstances will a mailhandler leave his unit at the end of his tour to the detriment of the dispatch of mails.

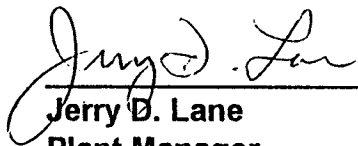
Above will apply until the move to the AT&T building. At that time wash-up time will revert to reasonable wash-up time to those employees who perform dirty work or work with toxic materials. That reasonable time will not be less than five (5) minutes.

This Memorandum of Understanding is entered into on
JANUARY 3, _____, 1997 at Queens P & DC 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 1990 National Agreement.

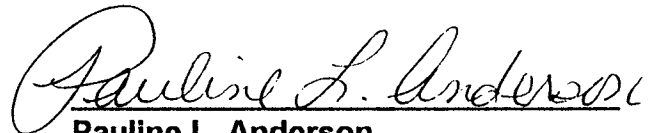
This Memorandum of Understanding constitutes the entire agreement on
matters relating to local conditions of employment.

For the Postal Service

For Local #300 Mail Handlers



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