

2011 - 2016

LOCAL MEMORANDUM

OF

UNDERSTANDING

BETWEEN:

QUEENS PROCESSING  
&  
DISTRIBUTION CENTER

FLUSHING POST OFFICE

AND

NATIONAL POSTAL  
MAILHANDLERS UNION  
FLUSHING BRANCH

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**QUEENS PROCESSING & DISTRIBUTION CENTER**

**AND**

**NATIONAL POSTAL MAILHANDLERS UNION**

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**Section A**  
**Subject:**

**Additional or Longer Wash-Up Periods**

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

1. First floor: 10 minutes prior to lunch and 15 minutes prior to end tour.
2. All other mailhandlers 10 minutes prior to lunch and 10 minutes prior to end of tour.
3. Under no circumstances will a mailhandler leave his/her unit to the detriment of the dispatch of mail. However, whether in overtime or regular status, a mailhandler will not be deprived of 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 mailhandler 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 the current Maintenance Handbook.
3. Postal officials shall consider the Safety of the employees as their primary concern, taking appropriate action to protect those employees; which will include, but 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 Branch 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 requests for administrative leave will be acted upon in a reasonable time frame.
6. Requests for administrative leave will not be unreasonably denied.

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 72 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 (3X) 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, 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 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 a bid position on other tours or at other units, after the vacation schedules are closed for the year, will retain their original vacation choices.
7. Vacation Selection. Vacation slips are to be distributed for vacation selection beginning December 1<sup>st</sup> of the year preceding the new leave year. Employee requests for annual leave shall be submitted no later than COB January 3.

Section D  
Subject

**The duration of the choice vacation period**

1. The prime vacation period B, will be the last Monday in April to Labor Day and will include Thanksgiving week.
2. Vacation period C will be from Labor Day through the last week in November excluding Thanksgiving week.
3. Vacation period A will be from the first Monday in January to the last Monday in April.
4. Vacation period D will begin on December 25 and last 40 hours or less, up to the employee's discretion

Section E  
Subject:

**The determination of the beginning of an employee's vacation period**

All employees vacation will start on Monday and return on a Monday, unless non-schedule. Employees at their option may begin vacation on their actual or basic work week, as follows;

<u>Non-sched days</u>	<u>Vacation begins</u>	<u>Return</u>
Sat/Sun	Monday	Monday
Sun/Mon	Tuesday	Tuesday
Mon/Tue	Wednesday	Wednesday
Tues/Wed	Thursday	Thursday
Wed/Thu	Friday	Friday
Thu/Fri	Saturday	Saturday
Fri/Sat	Sunday	Sunday

*There will be no exceptions to this and no annual leave extension will be granted.*

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 sections:

First Floor: Platforms / Local Chutes (BMEU rings)/Rings (Tour 1)

Linear Sorter/Opening Unit

SPBS/APBS

Electrical Equipment Operators

Second Floor: 2nd Fl. Automation Operation/ 2nd Fl. Automation Prep  
(Tour 2 only...combine with platforms)

Third floor: 3<sup>rd</sup> Floor Flat Sorter Operation



- 1a. In the first round of picks, employees may choose one combination 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 all or any part of his/her vacation at the employee's discretion. Any vacation that is cancelled at least two weeks prior to the start of the vacation, shall be reposted. If the cancellation is less than 2 weeks, the vacation pick does not have to be reposted.

**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 mailhandler union members, including Branch President, up to the number (11) shall not be charged to the choice vacation period.

**Section H**  
**Subject:**

**The percentages of mailhandlers allowed during vacation periods**

Period A- 5%

Period B- 17%

Period C- 5%

Period D- 5%

Section I  
Subject:

**The issuance of official notices to each employee of the vacation schedule approved for such employee.**

Notification of vacation picks will be by February 28

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 1<sup>st</sup> date.
2. Two copies of such notice shall be furnished to the 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 request for increments of five (5) days or less including parts of individual workdays. Approval of such requests is at the discretion of management and such requests 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 three (3) 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 list. This list shall be administered by tour and necessary skills.

C. The after tour list. This list shall be administered by tour and necessary skills.

Employees may put their names on all 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 (i.e.; 14 calendar days) 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 will 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.

Newly converted full time employees may place their names on the "Overtime Desired" list within the two weeks (i.e.; 14 calendar days) following the date upon which they are converted to full-time. Said placement on the list shall be effective on the next calendar day.

Employees on the "Overtime Desired" list from the previous quarter shall have their names automatically placed on the list for the next quarter, and their names shall remain on the list unless they provide the employer with written notice of their desire to remove their names from the list.

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 Branch President will be given a copy of the request.

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

Section M

Subject:

**The number of light duty assignments within each craft or occupational group to be reserved for temporary or permanent light duty assignments.**

Employees found to be eligible for light duty under Article 13 of the National Agreement will be assigned duties compatible with their limitations. These seventeen assignments will be determined by mutual agreement between Union and Management on an individual basis. No light duty assignment will adversely affect a regularly assigned member of any craft.

The Mailhandler Craft will be notified of any Mailhandler duties designated as light duty assignments in other crafts.

Section N

Subject:

**The method to be used in reserving light duty assignments so that no regularly assigned members of the regular work force will be adversely affected.**

The National Agreement, Article 13 will apply.

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.
3. In order to provide temporary or permanent light duty assignments to those eligible employees recovering from illness of injury, Management and the Union will make every effort to reassign those employees to light duty assignments commensurate with his/her physical capability. The National Agreement, Article 13 will apply.

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 the 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, Branch President, or other designated representative for input prior to the abolishment.
3. The same sections agreed upon for the purpose of posting and bidding will also be applicable when it is proposed to reassign within an installation employees excess to the needs of a section. Such excess will take place on the applicable tour.
4. Management will reassign all casuals and part time flexies off a tour before doing so to a full time employee.
5. Mailhandlers whose bid positions are abolished, retain retreat rights *on the tour where their position was abolished or excessed*. Those retreat rights are to exercised in accordance with Article 12.6 Section C4 of the National Agreement.
6. For permanent reassignments, management will make every effort to give any assigned full-time mailhandler a choice based on seniority, if more than one vacancy exists.
7. 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.

**Section Q**

**Subject:**

**The assignment of employee parking spaces**

1. Four (4) parking spaces will be reserved for the ranking union official or representative at QP&DC, and these spaces will be designated by an above-ground sign designating the Mailhandler Union.

**Section S**

**Subject:**

**Those other 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 a 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 and less than 4 hours, 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 re-posting:

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 re-post or change a duty assignment, management will advise the ranking union official, Branch President 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- MHA's

E3c- employees from other crafts

E3d- part time flexible employees

E3e- part-time regular employees

E3f- full time regular Mailhandler employees

a. reassignments out of bids will be by juniority

b. reassignments back into bids will be by seniority

E3g- the order of movement of full time regular Mailhandler employees in 3E3f 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 Area Manager, Human Resources and the Regional Director, Mailhandlers Union for settlement.

E4- Except as otherwise provided by this Agreement, no employee shall be allowed to displace or bump another employee properly holding a position or duty assignment.

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 Branch President or ranking union official will be provided copies of vacant mailhandler positions that management is either 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 Branch President or other designated representative for input prior to the abolishment or reversion.
- 3a. The Branch President or other designated union representative shall be notified and given an opportunity to review all vacant and newly established craft positions prior to posting.
- 3b. Posted vacancies which do not receive a bid shall be awarded to the junior full time unassigned mailhandler.
4. 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.



5. 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.
- 6a. A duty assignment is a set of duties and responsibilities within recognized positions, regularly scheduled during specific hours of duty.
- 6b. Preferred duty assignments are any assignments preferred by a full time employee or part time fixed schedule employee within the employee's category.
- 6c. Once the employee received the requested preferred duty assignment, such assignment shall be treated the same as if he bid on it.
7. All full time regular mailhandlers will have bid assignments
8. A copy of all posted notices affecting the mailhandler craft shall be sent to the Local Union office.

### **Seniority**

1. Management will provide the union with two (2) copies of the mailhandler 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.

This Memorandum of Understanding is entered into on at the Queens P & DC, between the representatives of the United States Postal Service, and the designated agent of the National Postal Mailhandlers Union, A Division of the Laborers' International Union of North America, AFL-CIO, pursuant to the Local Implementation Article of the 2011 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 Mailhandlers Union

  
\_\_\_\_\_  
Plant Manager  
Queens P&DC

11/6/13

  
\_\_\_\_\_  
Branch President  
Flushing Branch

11/6/13

  
\_\_\_\_\_  
Postmaster  
Flushing, NY

11/7/13