

**LOCAL MEMORANDUM OF  
UNDERSTANDING**

**U.S.P.S. AND A.P.W.U.  
Mount Prospect, IL.**

**DECEMBER 2005**

## **PREAMBLE**

This Memorandum of Understanding is entered into in December 2005 at the Mount Prospect, IL. Post Office 60056, between the representatives of the United States Postal Service and the designated agents of the American Postal Workers Union-NWIAL, pursuant to the local implementation provisions of the 2000 National Collective Bargaining Agreement, and it's extensions.

### **ITEM 1**

#### **Additional or longer wash-up periods**

Installation heads shall grant reasonable wash-up time to employees who perform dirty work and/or handling toxic materials.

### **ITEM 2**

#### **The establishment of a regular work week of five days with either fixed or rotating days off**

The regular work week of five days with fixed days off is established for the regular Clerks in the Mount Prospect, IL. Post Office.

### **ITEM 3**

#### **Guidelines for the curtailment or termination of postal operations to conform to orders of local authorities or as conditions warrant because of emergency conditions**

Guidelines for the curtailment or termination of Postal Operations will be consistent with the basic mission of the Postal Service. The District will be advised of any local adverse conditions.

A. When there is a possible curtailment or termination of Postal operations due to the existence of:

1. Acts of GOD involving a community disaster situation, general in scope and impact, such as fire, flood, or storms that prevents groups of employees from working or reporting to work; or
2. During times of civil disorders in the community

The postmaster or installation head will determine whether conditions are such that postal operations are to be curtailed or terminated, taking into account the needs of the service, local conditions, and the welfare of postal employees. When there is curtailment or termination of postal operations, local management shall abide by

guidelines as expressed by the United States Postal Service.

B. The appropriate radio station for employees to tune in to listen for reporting information for the curtailment or termination of operations is WBBM (AM 780 on the radio dial). The appropriate telephone number for all employees, including the hearing impaired, to call in on is the employee telephone line 1 (847) 392-2861.

C. The procedure for providing notification to employees already at work will be done by the installation head, or designee. All employees will be kept fully informed as to what decisions are being made and the proper course of action to follow. The senior union officer on duty will be kept informed.

#### ITEM 4

#### FORMULATION OF LOCAL LEAVE PROGRAM

The criteria for scheduling choice, non-choice, and incidental leave is based on this LMOU and consideration for the needs of the employees and local operational needs.

A. The selection to be done by sections designated as follows:

1. Certified window clerks with accountabilities
2. Distribution clerks
3. All other clerks (Bulk Mail Acceptance, Timekeeping, SSPC, Administrative)
4. Maintenance
5. VOMA

B. The designation to section for leave purposes is as follows:

Full-time and Part-time employees will be assigned to sections based on necessary skills two weeks prior to November 1 each leave year. Designation to a section will be done by mutual agreement of Union and Management.

C. Choice vacation period will be picked by seniority. Initial non-choice vacation period chosen during the selection process of the new leave year will be picked by seniority. Any employee coming from another section will keep their original choices.

D. Employees who earn 20 or 26 days annual leave per year choosing only two (2) one week periods during the choice vacation period may make a third week election of choice and non-choice selection during the second go-around.

No employee may choose more than a total of 15 days (three weeks) during the first go-around of vacation selection. The second go-around will allow for the

completion of selection by those who earn 20 or 26 days of annual leave per year.

- E. The remainder of the employee's annual leave may be granted at other times during the year, as requested by the employee.
- F. There will be no exchanging of leave between clerks.
- G. Employees who become ill while on annual leave during the choice vacation period shall be allowed to have another selection during the choice period based on availability.
- H. Except in serious emergency situations no employee may be required to cancel annual leave and be called back to work.
- I. Cancellations and changes to vacation selections must be made by end of tour on the Friday prior to the start of the employee's vacation. If the cancellation is made 14 or more days prior to the start of the employee's vacation, management shall post the leave period for bid within 24 hours of the cancellation. Any cancellation made less than 14 days prior to the start of the employee's vacation shall not be reposted. The leave period will remain posted for 3 days. The senior bidder for the vacation shall be awarded the vacation provided the senior bidder has a projected leave balance. The results of the bidding shall be posted within 24 hours on the window of room #28, presently the supervisor of mails' office.

Failure of the employee to notify management of the change or cancellation by the Friday prior to the start of the vacation, shall cause the employer to deny the right of the employee to return to work before the end of the scheduled leave. An emergency situation on the part of the employee may preclude the above article upon mutual agreement of the employee, union, and employer.

- J. Application for leave, other than the vacation selection made during the initial selection period and after the approval and posting of the leave board, shall be submitted by the employee to his/her immediate supervisor in triplicate on PS Form 3971 a minimum of 7 days in advance of the leave date. The request for annual leave other than the initial selections shall be approved/disapproved on a first-come, first-served basis. Incidental leave for periods of less than forty (40) hours, except for emergency leave will be approved/disapproved on a first-come, first-served basis.

The request shall be returned to the employee by his/her immediate supervisor within 5 days after the date of the request.

This provision shall not exclude employees from requesting annual leave on a daily basis. All requests for incidental leave on the same day or days shall be considered in order of receipt by the immediate supervisor.

K. Procedure for initial submission of choice and non-choice vacation leave selection shall be no sooner than November 1 nor later than January 1 of a given leave year. No incidental leave will be considered until the completion of the leave board.

Management's designee will request in person, for employees, by seniority, to submit a prepared PS Form 3971 in triplicate with choice and non-choice selections of 5, 10, and/or 15 days. For the first go-around, submission will be no later than November 15<sup>th</sup> with completion of the first go-around no later than December 1<sup>st</sup>. Employees not prepared for their selection will forfeit their opportunity for selection by seniority.

Management's designee will request in person, for employees by seniority to submit a prepared PS Form 3971 in triplicate with choice and non-choice selections of 5, 10, and/or 15 days. For the second go-around, submission will begin no later than December 1<sup>st</sup> with completion of the second go-around no later than December 15<sup>th</sup>. Employees not prepared for their second go-around selection will forfeit altogether their opportunity for selection by seniority.

During the selection process, the leave board will be posted each day showing the leave periods still available for selection.

#### **ITEM 5**

#### **THE DURATION OF THE CHOICE VACATION PERIOD**

The duration of the choice vacation period(s) will be:

1. The first full week of January.
2. The first two full weeks of February.
3. The last full week of March through the last full week in April.
4. The first full week of May through the last full week of September.
5. The week of Thanksgiving.
6. December 25 through January 1 (only 1 slot per section).

#### **ITEM 6**

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

The beginning day of an employee's vacation leave week shall begin on Monday, except December 25 through January 1.

#### **ITEM 7**

**Whether employees at their option may request two selections during the choice vacation period, in units of either 5 or 10 days**

Employees shall be granted vacation leave in units of 5, 10, or 15 days in accordance with the following formula.

Employees earning 13 days of annual leave may request either/or;

1. One 40 hour vacation
2. One 80 hour vacation
3. Two 40 hour vacations

Employees earning 20 or 26 days of annual leave may request either/or;

1. One 40 hour vacation
2. Two 40 hour vacations
3. One 80 hour vacation
4. One 40 hour vacation and one 80 hour vacation
5. One 120 hour vacation

#### **ITEM 8**

**Whether jury duty and attendance at National or State conventions shall be charged to the choice vacation period**

Jury duty will not be charged to the choice vacation period. Attendance at National or State conventions shall not be charged to the choice vacation period

#### **ITEM 9**

**Determination of the maximum number of employees who shall receive leave each week during the choice vacation period**

The maximum number of employees who shall receive leave each week during the choice vacation period shall be as follows:

- Section one, Window - 11%
- Section two, Distribution - 11%
- Section three, Administration & Bulk Mail acceptance - 11%
- Section four, Maintenance - 11%\
- Section five, VOMA - 11%

From the first full week in June through the second full week in August, the percentage for computing the number of employees guaranteed annual leave shall be 16% in each section.

When requested, 11% of the employees will be granted leave in accordance with Article 30 B4 of this memorandum. When applying the percentages, any fraction of 0.50

or more will be rounded to the next higher number. Any fraction less than 0.50 will be rounded to the next lower number.

Management and the Union agree to again meet in October 2006, and each October thereafter for the sole purpose of determining the method to increase the vacation board by one slot in sections 1 & 3, due to the increasing number of senior employees who are eligible to take 5 weeks vacation.

#### **ITEM 10**

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

Employees must submit PS Form 3971 in triplicate and indicate the choice and non-choice vacation selection(s) for the coming year as outlined in Article 30 item 4 of this LMOU. The employer will date stamp and return immediately to the employee the triplicate copy of the PS Form 3971. The employer will furnish to the employee the duplicate copy of the PS Form 3971 indicating the approved choice and/or non-choice vacation selection(s) no later than January 1.

#### **ITEM 11**

##### **Determination of the date and means of notifying employees of the beginning of the new leave year**

No later than November 1, management will notify employees of the beginning date of the new leave year by posting a notice on the bulletin board and the window of room #28. Management will furnish a copy to the Union on the same date of posting.

#### **ITEM 12**

##### **The procedures for submission of applications for annual leave during other than the choice vacation period**

The procedures for submission of applications for annual leave during other than the choice vacation period are:

- A. Employees must submit PS Form 3971 in triplicate and indicate any additional non-choice period selection(s) after January 1<sup>st</sup> and at a minimum of seven (7) days in advance of the requested non-choice and/or request for incidental leave.
- B. A request for annual leave for other than the vacation selections shall be on a first-come, first-served basis.
- C. The submitted PS Forms 3971 in triplicate will indicate the non-choice vacation

selection(s) and/or incidental leave for which the employee has annual leave available and to his/her credit. The employer will date stamp and return immediately to the employee the triplicate copy of the PS Form 3971. The employer will furnish to the employee the duplicate copy of the PS Form 3971 indicating the approval/disapproval within five (5) days after submission. If the request is not answered within five (5) days after submission, the leave will be considered approved.

D. The employee shall sign the original and duplicate PS Form 3971 in the remarks section or margin signifying having received their answer to their request.

If for any reason the employee is not able to receive their answer, a Union steward will sign, acknowledging management's answer.

### ITEM 13

#### **The method of selecting employees to work on a holiday**

A. The scheduling of employees on a holiday or the day designated as an employee's holiday shall be in the following order of priority

1. Part time Flexible Employees
2. All Full time Employees who have volunteered to work their holiday or day designated as their holiday seniority prevailing.
3. All Full time Employees who have volunteered to work their non-scheduled day, seniority prevailing
4. Casual Employees
5. All Full time Employees who have not volunteered to work their non-scheduled day, with inverse seniority prevailing.
6. All Full time Employees who have not volunteered to work their holiday or day designated as their holiday with inverse seniority prevailing.

B. A notice entitled "Holiday Volunteer List" shall be posted on the Clerks Official Bulletin Board approximately 20 days before each holiday, and such list shall remain posted until the close of business on the service day preceding the holiday. Those eligible employees who wish to volunteer for holiday work may sign their name(s) on this list

### ITEM 14

#### **Whether "Overtime Desired" lists in Article 8 shall be by section and/or tour**

The Overtime Desired Lists in Article 8 of the National Agreement shall be by section and tour: for bargaining unit employees will be administered by section and tour. Sections are defined as follows:

Section 1 Window

Section 2	Distribution - Tour 1
Section 3	Distribution - Tour 2
Section 4	Bulk Mail Acceptance and Administration
Section 5	VOMA
Section 6	Maintenance

Tour 1 shall be defined for purposes of this article to include all employees with a tour beginning at 05:59 am or earlier. Tour 2 shall be defined to include all employees with a tour beginning at 0600 am or later in a given service day.

FTF employees may sign all tour and /or section ODL postings for which they are qualified. FTF employees will only be eligible for the tour and section for which they are scheduled in a given service week

#### **ITEM 15**

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

Management will accommodate as many light duty assignments as possible when requested in accordance with Article 13 of the National Agreement and within the employee's physical limitations.

#### **ITEM 16**

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

Light duty will be assigned in a method that will not adversely affect the regular work force on the basis of availability. Management shall notify the Union whenever an injured employee from another craft is assigned light duty clerk craft work.

#### **ITEM 17**

It is agreed, giving full consideration to physical limitations and job skills of the employee, that light duty assignments will be identified on an individual basis. Management and the Union will meet and review light duty assignments as necessary, not to exceed every 90 days. Clerk light duty assignments may include letter distribution, answering phone, mark-up, typing, nixie, unclaimed certified mail, copy machine duties, light filing, and other duties upon mutual agreement

The first option for injured employee assignments shall be in their bid assignment, if possible, with reasonable accommodation, referred to as "regular duty with restrictions".

The parties may add to this list by mutual agreement, and such agreement shall be put in writing and become part of the LMOU.

#### **ITEM 18**

**The identification of assignments comprising a section, when it is proposed to reassign within an installation employees excess to the needs of the section**

There shall be four sections when it is proposed to reassign within an installation; employees excess to the needs of a section.

Section 1	Sales and Service Associates
Section 2	Distribution Clerks
Section 3	Bulk Mail & Administration Clerks
Section 4	Maintenance
Section 5	VOMA if represented by APWU

#### **ITEM 19**

**The assignment of employee parking spaces**

Employees are permitted to park in spaces that are excess to the needs of the Postal Service. Available parking for employee parking is on a first-come, first-served basis. Parking will be designated for bicycles

#### **ITEM 20**

**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**

Leave to attend Union activities will be granted prior to the making of commitments for vacation during the choice period. This leave will not be considered a part of the total choice vacation plan for the installation.

#### **ITEM 21**

**Those other items which are subject to local negotiations as provided in the craft provisions of this Agreement**

Clerk Craft Article 37

Section 2.E.8. The installation head shall post and furnish a copy of an updated seniority list of all part-time regulars to the local Union on a semi-annual basis

Section 2.D.4. Application of seniority to be in accordance with Article 37 Section 2 of the National Agreement.

Section 3.A.4. If the starting time is changed beyond a two (2) hour radius of the original posting for Clerk Craft employees, the incumbent shall have the option of accepting the new reporting time and the assignment shall not be posted for bid. If the incumbent does not accept the new starting time, the assignment shall be posted for bid.

Section 3.A.5. When a Clerk position is under consideration for reposting based on Management's determination of what constitutes a sufficient change of duties or principal assignment area, the local Union president, or designee will be given an opportunity for input prior to the decision. The decision to post or repost will be made not later than 28 days after the determination is made.

The incumbent will have the option to accept the new position with the change of duties or principal assignment area prior to posting for bid.

Section 3.D. The notice will remain posted for ten (10) days

Section 3.F.2. The successful bidder shall be placed in the new assignment within 28 days except during the month of December.

#### Maintenance craft Article 38

Section 3.C. Application of seniority to be in accordance with Article 38 Section 3.C. of the National Agreement.

Section 4.A.4. If the starting time is changed beyond a two (2) hour radius of the original posting for Maintenance Craft employees, the incumbent shall have the option of accepting the new reporting time and the assignment shall not be posted for bid. If the incumbent does not accept the new starting time, the assignment shall be posted for bid.

Section 4.A.5. When a Maintenance position is under consideration for reposting based on Management's determination of what constitutes a sufficient change of duties or principal assignment area, the local Union president, or designee will be given an opportunity for input prior to the decision. The decision to post or repost will be made not later than 28 days after the determination is made.

The incumbent will have the option to accept the new position with the change of duties or principal assignment area prior to posting for bid.

#### Motor Vehicle craft Article 39

Not applicable as the Vehicle Operations Maintenance Assistant (VOMA) is covered under Article 37 Section 3.A.10.B Position SP2-195

**ITEM 22**

**Local implementation of this Agreement relating to seniority, reassignments and posting**

- A. A notice inviting bids for clerk craft assignments and to such other assignments to which a clerk is entitled to bid shall be posted in the window of room #128, presently the Mail Processing Supervisor's office, for ten (10) days.
- B. Copies of such notices shall be given to the local Union.
- C. When an absent employee has so requested in writing, stating his/her mailing address, a copy of any notice inviting bids shall be mailed to the employee.
- D. Employees shall make their bids in writing and place the bid in the bid box by 07:00 PM on the final day.
- E. When more than one assignment is posted, employees shall have the right to bid for all assignments, stating their preference (i.e. 1<sup>st</sup> choice \_\_\_\_\_; 2<sup>nd</sup> choice \_\_\_\_\_, 3<sup>rd</sup> choice \_\_\_\_\_).
- F. A bid box will be provided by Management.

**ITEM 23**

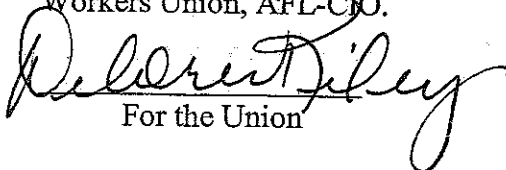
**Those other items which are not subject to local negotiations as provided in the craft provisions of this Agreement**

Current language from the 1987 to present agreements:

Space will be provided at the southeast corner for the APWU to investigate and write grievances.

This Memorandum of Understanding consisting of eleven (11) pages, is entered into in December 2005 at the Mount Prospect Illinois 60056 Post Office between the representatives of the United States Postal Service and the representatives of the American Postal Workers Union, AQFL-CIO, Northwest Illinois Area Local - Mount Prospect Illinois Associate Office.

Pursuant to the Local Implementation provision of the 2000 National Agreement and it's extensions between the United States Postal Service and the American Postal Workers Union, AFL-CIO.

  
For the Union

  
For Management