

**LOCAL MEMORANDUM OF
UNDERSTANDING**

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

DECEMBER 2005

ITEM 1

Additional or longer wash-up periods

Clerks will be granted such time as is reasonable and necessary for washing up after performing dirty work or handling of toxic materials as is currently established.

ITEM 2

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

All regular Clerks will be on fixed days off

ITEM 3

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

Postal operations will not be curtailed or terminated at the Prospect Heights Post Office unless deemed necessary by the Postmaster. The order of local authorities will be considered in the determination of the extent the operations will be curtailed. In making such determination the safety of the employees, the protection of postal property and other relevant factors will be given appropriate consideration.

Management will notify the employees at the earliest possible time of such curtailment or termination. Such notification will be made by public media including radio station WBBM AM 780.

Management will attempt to notify the Union when such a decision is made. The Union may request consultation with the Postmaster concerning curtailment or termination of service.

ITEM 4

Formulation of local leave program

A) Selection for choice vacation period will begin on November 1st or the first workday thereafter, by the display of a vacation planning calendar. Employees will have access to the calendar for a period of 72 hours, by seniority, to make their selections. This process will continue until the most junior clerk has had an opportunity to make a selection.



- B) If an employee cancels his/her vacation at least 14 days prior to the start of the vacation, management shall post a notice for seven days, and that period shall be made available for bid. The senior applicant will be awarded the cancelled period.
- C) Employees who become ill while on their choice vacation will be allowed to have another selection during the choice period of remaining vacancies.
- D) Military leave shall not count as part of an employee's selection for the choice period, nor will it count toward the section's percentage for the choice period.
- E) Management will post the leave calendar as soon as it has been completed, but no later than December 1st or the first workday thereafter.
- F) After choice vacation selections have been made, employees may apply for incidental leave for remaining days during the choice vacation period that are not filled by vacations. Such leave shall be approved up to the percentages in Item 9. Such leave shall be approved on a first-come, first-served basis. If an employee applies for such leave at least 10 days prior to the start of the leave period, and they do not receive a signed PS Form 3971 back by 5 business days after the PS 3971 was submitted, the leave shall be considered as approved.

ITEM 5

The duration of the choice vacation period(s)

The choice vacation period shall be from the first date of the leave year per Item 4 of this LMOU through November 30, and from December 25 through the end of the leave year.

ITEM 6

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

During the vacation period, leave shall begin on Sunday and end on Saturday. (The only exception is the seven day period December 25 through December 31.)

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 5 day vacation (One week)
2. One 10 day vacation (two consecutive weeks)
3. Two 5 day vacations (two non-consecutive weeks)

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

1. One 5 day vacation (one week)
2. Two 5 day vacations (two non-consecutive weeks)
3. One 10 day vacation (two consecutive weeks)
4. One 5 day vacation and one 10 day vacation (two consecutive weeks and one non-consecutive week)
5. One 15 day vacation (three consecutive weeks)

ITEM 8

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

Jury duty and attendance at National or State conventions shall not be charged to the choice vacation period. The Union shall notify management by January 30, of the number of delegates not to exceed the limit in Item 9, who will be attending such conventions.

ITEM 9

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

There shall be 13% of the employees granted annual leave during the choice vacation period.

ITEM 10

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

Employees must submit PS 3971 to the employer upon return of the vacation calendar at the end of the employee's 72 hour period of selection.

ITEM 11

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

As soon as management receives official notification from the postal data center of the beginning of the new leave year it shall be posted on the bulletin board. This will be no later than November 1.

ITEM 12

PROCEDURES FOR SUBMISSION OF APPLICATION FOR ANNUAL LEAVE DURING OTHER THAN THE CHOICE VACATION PERIOD

1. Upon completion of the initial round of vacation selection employees shall be allowed to submit PS Form 3971 for non-choice selections
2. Applications for annual leave for other than the choice vacation period will be submitted by the employees on PS 3971 in triplicate, to their supervisor who will then sign, and date the PS Form 3971 and return the third copy to the employee.
3. Management shall grant non-choice vacation requests on a first come, first served basis.
4. In case of duplicate selections entered on the same day, seniority will prevail.
5. Additional applications for leave may be submitted at any time on PS 3971.
6. If a request is submitted at least 21 days prior to the start of the leave, management will return the duplicate 3971 with the action taken, within 10 days of receipt of such request, and post the leave on the vacation board.
7. Requests submitted with less than 21 days notice will be returned to the employee, either approved or disapproved, as soon as possible, but no later than the Wednesday prior to the requested leave, if possible, and post the leave on the vacation board.

ITEM 13

The method of selecting employees to work on a holiday

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 volunteers by seniority
2. Part time flexible non-volunteers by inverse seniority.
3. All full time employees who have volunteered to work their holiday or day designated as their holiday by seniority.
4. All full time employees who have volunteered to work their non-scheduled day by seniority.
5. All casuals

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6. Full time employees who have not volunteered to work their non-scheduled day, by juniority
7. Full time employees who have not volunteered to work their holiday or day designated as their holiday, by juniority.

ITEM 14

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

Overtime Desired list will be posted by section only. Prospect Heights Clerks will constitute a section.

ITEM 15

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

Ill or injured employees shall be put on light duty whenever possible. Consultation between the union and management will be held upon a request from the employee, the employer or union.

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 manner that will not adversely affect the regular work force.

In the event that carrier craft employees are employed at this office, no carrier craft employee shall be assigned clerk or maintenance duties to the detriment of any full time regular clerk or maintenance employee.

ITEM 17

The identification of assignments that are to be considered light duty within each craft represented in the office

Light duty assignments will be identified on an individual basis considering physical limitations and job skills of the employee.

At least once each 90 days, management will review light duty assignments with the union, or such lesser time as deemed necessary by any party.

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ITEM 18

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

All clerks of the Prospect Heights Post Office shall constitute one section.

ITEM 19

The assignment of employee parking spaces

Parking spaces will be available whenever possible on a first-come, first-served basis.

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

Annual leave to attend Union activities, that is requested prior to the determination of the choice vacation schedule, shall not be counted against the percentages of leave approved during the choice vacation leave period.

ITEM 21

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

- A. Management shall update the seniority list once each calendar quarter (unless no change occurred that quarter), provide copy of the list to the union within 2 weeks after the start of the quarter, and post the list in a locked glass-enclosed bulletin board.
- B. The APWU shall be provided a separate bulletin board for APWU use only. The union may add a glass enclosure and a lock for the bulletin board, at its discretion.
- C. The parties to this agreement shall schedule a labor-management meeting quarterly to be determined at the previous meeting. The agenda shall be submitted to the other party prior to the meeting. It is also understood that the parties may meet more often, if necessary, by mutual consent.
- D. The Employer will furnish the Union with copies of the Postal and Regional bulletins as published and received at the facility.

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- E. All craft employees, upon written request, will be given an appointed time and date and allowed to inspect their Official Personnel Folders (OPF), quarterly.
- F. At the beginning of each accounting period when changes are made in the authorized complement, the employer shall notify the Union of these changes and provide the Union with an updated copy of the complement.
- G. Management shall maintain a location to provide information regarding available promotional opportunities and procedures, and shall post such information at this location.

ITEM 22

Local implementation of this agreement relating to seniority, reassignments and postings

A. SENIORITY

- 1. The employer shall maintain the following seniority lists:
 - a. Clerks
 - b. Maintenance employees by occupational code/level
 - c. VOMA

B. REASSIGNMENTS

- 1. The employer shall discuss/consult with the Union regarding changes of work schedules for employees in crafts for which the Union has exclusive recognition prior to implementing any such changes. If the employer decides to change the work schedules for any vacant duty assignment, the Union shall be notified in writing and a notice shall be posted on the appropriate bid boards advising of the action taken.
- 2. If the starting time of an assignment is changed beyond a one hour radius of the original posting for Clerks, or two hours for maintenance, the incumbent shall have the option of accepting the new reporting time and the assignment shall not be posted. If the incumbent does not accept the new time, the assignment shall be posted for bid.
- 3. Should the actual duties performed in any duty assignment be changed more than 50%, the incumbent shall have the option of remaining in the assignment. If the incumbent does not accept the change in duties, the assignment shall be posted for bid.
- 4. If the principal area of the duty assignment is changed, the assignment shall be

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reposted for bid. The Union shall be notified, in writing, of any such changes, prior to the reposting of the position.

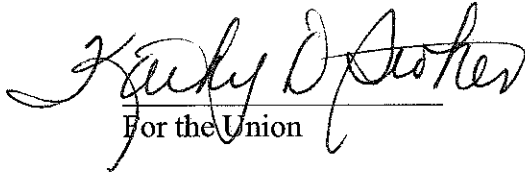
C. POSTINGS

1. In addition to the information required in Article 37 of the National Agreement, all vacancy notices and notices of intent shall include the following items
 - A. Posting number
 - B. Posting date
 - C. Closing time and date
2. Two (2) copies of all vacancy notices and notices of intent shall be furnished to the Union on the date posted.
3. All bid vacancy notices shall be posted in locked, glass-enclosed bulletin boards, on or near the clerk craft work area, for (10) calendar days. PS Forms 1717 shall always be available in a bid box near the bid posting and employees wishing to bid shall turn in the completed 1717 to their supervisors. The Union will be advised when the bid box is to be opened in order to observe the Form 1717s being removed from the box.
4. Within ten (10) days after the closing date for a posting, the employer shall post an award notice for each vacancy posted, which includes
 - A. The job ID number
 - B. Starting time
 - C. NS days
 - D. The senior or successful bidder
 - E. Seniority dates
5. When bids are awarded for senior qualified positions, management will post a notice indicating the date that the resulting vacancies will be posted. When bid awards are posted, the Union shall be given a copy of the submitted Form 1717s.
6. Two (2) copies of all award notices, shall be furnished to the Union on the date the notice is posted.
7. Successful bidders shall be placed into their assignments within 28 days, except in the month of December. The assignment and conversion of employees deferred during the month of December shall be effective the first pay period in January.

This Memorandum of Understanding is entered into in December 2005 at the Prospect Heights Post Office between the representatives of the United States Postal Service and the designated agent of the American Postal Workers Union, AFL-CIO, Northwest Illinois Area Local.

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Pursuant to the Local Implementation provision of the extension of the 2000
National Agreement between the U.S.P.S. and the A.P.W.U., AFL-CIO


For the Union


For Management