

**LOCAL MEMORANDUM OF  
UNDERSTANDING**

**U.S.P.S. AND A.P.W.U.  
Wheaton, IL.**

**DECEMBER 2005**

## **PREAMBLE**

This Memorandum of Understanding is entered into in December 2005, at the Wheaton, IL. Post Office between representatives of the United States Postal Service and the designated representatives of the American Postal Workers Union, Branch 7140 Northwest Illinois Area Local, pursuant to the local implementation provisions of the 2000 National Collective Bargaining Agreement and its extensions.

### **ITEM 1**

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

The Installation Head shall grant reasonable wash-up time to those who perform dirty work or work with toxic materials.

### **Item 2**

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

All regular craft employees must have a regular work week of five days with fixed days off if their bid so designates. Other regular craft employees must have a five day work week of forty (40) hours with flexible days off. As far as practicable the five days shall be consecutive days within the service week.

### **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**

Postal operations will not be curtailed or terminated at the Wheaton Post Office, unless the Installation Head determines that conditions so warrant. Such determination shall be reasonable and consideration shall be given to overall conditions including, but not limited to:

- A. The safety and health of employees
- B. Civil Disorders
- C. Acts of God
- D. Hazardous weather conditions
- E. Advice of and policies of local authorities
- F. Wholesale closing of business and other offices
- G. Curtailment or termination of public transportation

Management shall notify employees at the earliest possible time of curtailment or termination of Postal Operations. Such notification will be by telephone and/or available

public media such as radio or TV.

#### ITEM 4

##### **Formulation of local leave program**

Application for leave during choice time will be implemented as follows:

A master leave calendar will be instituted by management. The calendar will be kept by management in a centrally located area. Each employee will make application for choice time selection(s) on a Form 3971 in triplicate when interviewed by a management designee. This interview will be on a seniority basis. The management designee will verify the employee's application against the master leave calendar and if approved for the requested time, will sign all copies of the Form 3971 at that time.

Once an employee's choice vacation leave has been approved management will not institute any cancellation of said approved leave unless the employee voluntarily leaves the section from which the approved leave was determined.

The aforementioned interview on a seniority basis will begin with the first working day in the second pay period in January and run through the last working day in the first full pay period in February.

There will be four (4) sections defined as:

1. Window-Main (to include Trust fund, Carrier cage, Passports/claims and Bulk mail).
2. Window-Danada
3. Distribution -Main and Danada
4. Maintenance.

If either the Union or management requests it, a meeting will be held during the period between October 15 and November 30 to discuss the procedures of this item.

#### ITEM 5

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

The duration of the choice vacation period shall begin the first full pay period in March through the last full pay period in September. It will also include the week of Thanksgiving.

#### ITEM 6

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

Vacation leave during the choice time will begin on Monday and end on Sunday.

#### 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.

There shall be a maximum of two (2) selections during the initial round

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

1. One 5 day vacation
2. One 10 day vacation
3. Two 5 day vacations

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

1. One 5 day vacation
2. Two 5 day vacations
3. One 10 day vacation
4. One 5 day vacation and one 10 day vacation
5. One 15 day vacation.

#### ITEM 8

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

Whenever an employee is granted time for jury duty, that time shall not be charged to the total choice vacation plan and weekly quota of said plan. Military leave will not be blocked on the vacation calendar. An employee who is called to jury duty during his scheduled choice vacation period shall be eligible to select another available vacation choice of equal duration.

An employee attending a national or state convention during the choice vacation period will not be counted in the number of employees scheduled off on annual leave during that period. The Union will be granted one slot per convention for reserved time for the weeks of said conventions

#### 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 allowed off at one time will be determined by applying the percentage (12.5) to the number of career employees on the roles as of January 1<sup>st</sup> of the leave year. The calculation will be rounded up when it shows a decimal fraction of 0.5 or higher. It will be rounded down when it shows a decimal fraction of less than 0.5. A minimum of one person at a time will be allowed off for sections in which the calculation above rounds to zero (0).

**ITEM 10**

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

Employee will submit Form 3971 in triplicate at the time of vacation selection request and receive a copy of said form when leave is approved or disapproved.

**ITEM 11**

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

By November 1, Management must notify the employees of the beginning of the new leave year by posting a notice on the bulletin boards, and submit a copy of said notice to the local Union steward.

**ITEM 12**

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

Application for leave during secondary time shall be submitted on a Form 3971 in triplicate and must be signed and dated by the supervisor notified at that time. Applications shall not normally be accepted more than Ninety (90) days in advance of the first requested date. A copy of said form shall be retained by the employee. Another copy shall be provided to the employee, indicating approval or disapproval, with the reason stated, within seven (7) days provided the application is submitted at least fourteen (14) days prior to the first day of the requested leave.

Application for leave during secondary time, if approved, must be granted on a first come first served basis.

**ITEM 13**

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

Employees will be selected to work on a holiday in the following order.

1. All part time flexible employees (even if payment of overtime is necessary)
2. All full time employees who have volunteered to work their holiday or day designated as their holiday by seniority.
3. All full time employees who have volunteered to work their non-scheduled day by seniority.
4. All Casuals (even if payment of overtime is necessary)
5. Full time employees who have not volunteered to work their non-scheduled day, by juniority
6. 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 VIII shall be by section and/or tour**

A voluntary "overtime desired" list shall be established for each section as defined in Item #4

All scheme qualified Window Clerks can be on lists for both clerk craft sections. The overtime lists can have two columns for NS Day and Scheduled Day.

**ITEM 15**

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

Employees may be assigned to temporary light duty that they are capable of performing consistent with limitations specified in the physician's or chiropractor's certification for light duty. First consideration shall be given to assigning the employee to duties within the employee's own craft.

No A.P.W.U. craft employee on light duty will be assigned to another tour, except employee's bid tour, unless there is no light duty work available on employee's bid tour.

Upon request of the A.P.W.U. the Installation Head will call a meeting for the purpose of reviewing the method of reserving temporary light duty assignments, the number of said assignments and identification of said assignments.

**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**

Any employee recuperating from a serious illness or injury and temporarily unable to perform their assigned duties may submit a written request to the appropriate supervisor for a temporary assignment to light duty. The request shall be submitted with a medical statement from a licensed physician, stating when possible, the anticipated duration of the convalescence period and medically defined work limitations. The employer and the Union shall review each temporary light duty assignment at least once every ninety (90) days or at any time there is reason to believe the employee is able to perform satisfactorily in other than the light duty assignment occupied.

**ITEM 17**

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

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. 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 a section**

For purposes of applying Article 12 of the National Agreement, the entire installation shall be considered a section.

**ITEM 19**

**The assignment of employee parking spaces**

To the extent that leased parking is available and funded for such parking is approved by the Northern Illinois District, regular employees, assigned to the Wheaton Main Post Office, having a demonstrated need, will be issued a parking permit.

Employee parking at the Danada Branch shall continue to be governed by the availability of spaces within the restrictions established by the lease agreement for this facility.

#### **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, requested prior to determination of the choice vacation schedule shall not be included as part of the total choice vacation period plan and weekly quota of said plan. An employee attending a national or state convention during the choice vacation period will not be counted in the number of clerks scheduled off on annual leave during that period. The Union will be granted one slot per convention for reserved time for the weeks of said conventions.

#### **ITEM 21**

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

The determination of what constitutes a sufficient change of duties and/or starting time to cause an assignment to be reposted must be defined as follows:

- A. A permanent change in the primary duties of the position.
- B. The addition or elimination of a scheme or schemes.
- C. A change of days off
- D. A cumulative change in starting time by more than one hour.
  - 1. The rule of incumbency (Article 37, Section 3.A.4.C) shall apply.

#### **ITEM 22**

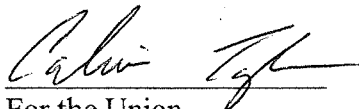
**Local implementation of this agreement related to Seniority, Reassignments, and Posting**

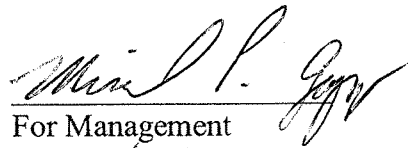
When new positions are contemplated or when existing positions are being considered for change, the union will be consulted by management before the position is posted for bid. The successful bidder must be placed in the new assignment within twenty-eight (28) days for Clerks and thirty (30) days for maintenance craft employees except in the month of December.

The employer is responsible for the day-to-day application of the seniority provisions of Article 37. The Installation Head shall post on the bulletin boards and

furnish a copy of an updated seniority list for full-time regulars and other members of the regular work force to the local union on a semi-annual basis.

This Memorandum of Understanding consisting of eight (8) pages, constitutes the entire agreement of the items defined as negotiable under the provisions of Article 30 of the 2000 National Collective Bargaining Agreement and its extensions. Any changes due to Impasse negotiations shall be signed by the parties and shall be incorporated into this agreement.

  
For the Union  
12-23-05

  
For Management  
12/23/05