

PREAMBLE

This Local memorandum of Understanding is entered into to supplement the National Collective Bargaining Agreement, and covers the Clerk Craft of the Bellwood Post Office.

This Memorandum of Understanding shall remain in effect for the duration of the 2010 National Agreement and any extensions.

ITEM 1

Additional or longer wash-up periods

The USPS shall continue to grant reasonable wash-up time to employees at lunch time and at the end of each tour.

The USPS shall also continue to grant reasonable wash-up time to employees when performing dirty work or working with toxic materials.

ITEM 2

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

There shall continue to be fixed schedules for all full time regular employees.

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

The decision for curtailment or termination of Postal Operations to conform to the orders of local authorities, or as local conditions warrant because of emergency conditions, shall be made by the installation head. When the decision has been reached to curtail Postal operations, to the extent possible, management will notify and seek the cooperation of local radio and television stations to inform employees.

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ITEM 4

Formulation of local leave program

Management shall solicit the employees, by seniority, beginning the first Monday in December as to their vacation selections. Selections shall be made per Item 7 of this LMOU. After all employees are solicited all remaining slots shall be awarded on a first come- first served basis.

ITEM 5

The duration of the choice vacation period

The choice vacation time shall be the first Monday of March through the last week of November. If the last week of November goes into December it shall also be included in the choice vacation period.

ITEM 6

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

The beginning day of the employee's choice vacation period shall begin on Monday and end on Sunday.

ITEM 7

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

Employees shall be granted annual leave during the choice vacation period in units of one week, two weeks, or three weeks, in accordance with the following formula.

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

1. One vacation consisting of one week
2. One vacation consisting of two consecutive weeks
3. Two vacations consisting of two non-consecutive weeks

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(Signature)

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

1. One vacation consisting of one week
2. Two vacations consisting of two non-consecutive weeks
3. One vacation consisting of two consecutive weeks
4. One vacation consisting of one week and a non connecting vacation consisting of two consecutive weeks.
5. One vacation consisting of three consecutive weeks.

ITEM 8

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

Jury Duty and attendance as a delegate at a National or State convention 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

When requested, 15% of the employees will be granted leave in accordance with Item 4 of the memorandum. When applying the 15% requirement, 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.

ITEM 10

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

The issuance of official notices of the approved vacation schedule to each employee shall not be necessary, provided that the Postmaster or the supervisor responsible signs the completed vacation schedule, indicating approval, and provides a copy of such to the Union. Choosing of the vacation schedule will be accomplished by circulation of the vacation chart.

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ITEM 11

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

A notice shall be posted on the official bulletin board not later than December 1st notifying the employees of the beginning of the new leave year.

ITEM 12

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

Requests for incidental Annual Leave for other than choice vacation time will be submitted on duplicate P.S. 3971 no earlier than 60 days in advance and no later than the Tuesday prior to the service week in which the Annual Leave is desired. Approval or denial of the request for Annual Leave will be given within three (3) days after submission or the leave shall be approved and scheduled. Leave will be awarded on a first come first served basis.

ITEM 13

The method of selecting employees to work on a holiday

- All part time flexible employees to the extent possible, even if payment of overtime is required.
- All full time and part time regular employees who possess the necessary skills and have volunteered to work on the holiday or their designated holiday.
- Full time and part time regular employees whose scheduled non work day falls on the holiday and possess the necessary skills, even though the payment of overtime is required, by seniority.
- All PSEs to the extent possible, even if payment of overtime is required.
- Full time and part time regular non volunteer employees whose scheduled non work day falls on the holiday and who possess the necessary skills, even though the payment of overtime is required, by juniority.
- Full time and part time regular employees who have not volunteered to work their holiday, or designated holiday, by juniority.

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ITEM 14

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

The overtime desired list for the clerks at the Bellwood Post Office shall be installation wide.

ITEM 15

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

- A. When an employee requests light duty in accordance with the provisions of Article 13 of the National Agreement, the installation head or designee shall review the request with the local APWU-NWIAL official.

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

- A. Management shall notify the union whenever an injured employee of another craft is assigned clerk work per Article 13 of the National Agreement and no such employee shall be assigned clerk work to the detriment of any member of the clerk craft.

ITEM 17

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

- A. Clerk light duty assignments shall include but are not limited to primary & secondary mail distribution, telephone answering, mark up mail, nixies, presort bypass distribution, second notice/unclaimed/accountable mail stamping forms, data input, culling mail, UBBM and others upon mutual agreement.
- B. The primary consideration shall be to reasonably accommodate the employee within their bid duty assignment.

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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.

The entire facility shall comprise a section.

ITEM 19

The assignment of employee parking spaces

Parking spaces in excess of USPS needs will be available on a first come first served basis.

ITEM 20

The determination as to whether annual leave to attend Union activities requested prior to the determination of the choice vacation schedule is to be part of the total choice vacation plan

Annual Leave approved to attend Union conventions prior to the granting of choice vacation period will not be counted in the percentage provided for in Item 9 of this Memorandum.

Item 21

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

The APWU shall be provided a separate bulletin board and key.

The parties to this agreement shall schedule a Labor-management meeting, upon mutual agreement when needed.

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Item 22

Local implementation of this Agreement related to Seniority, Reassignments and Posting

Management shall update the seniority list once per quarter unless no changes have occurred that quarter, and post the updated list in a timely manner.

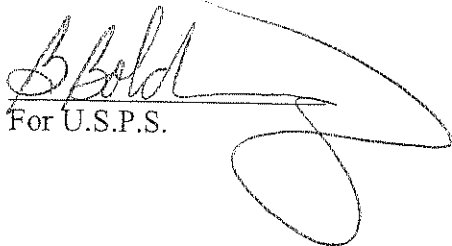
If the starting time of an assignment is changed beyond a one hour radius of the original posting, the incumbent clerk shall have the option of accepting the new starting time and the assignment shall not be posted. If the incumbent does not accept the new starting time the assignment shall be posted.

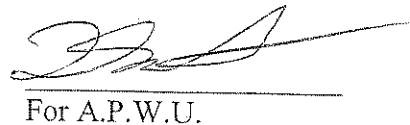
The employer shall discuss with the Union changes of work schedules for employees in crafts for which the APWU has exclusive recognition. Any vacant duty assignments shall be explained on the vacancy notice.

All vacancy notices shall be posted for 14 calendar days. The bids shall include a posting date, number and P,S. Forms 1717 shall be available.

The Union shall receive a copy of all bid postings and awards on the day they are posted.

This Memorandum of Understanding constitutes the entire agreement of the Items defined as negotiable under the National Agreement


For U.S.P.S.


For A.P.W.U.