

**LOCAL MEMORANDUM OF  
UNDERSTANDING**

**U.S.P.S. AND A.P.W.U.  
Chicago Metro Surface Hub  
2591 Busse Road  
Elk Grove Village, IL.**

**May, 2007**

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## **PREAMBLE**

This Local Memorandum of Understanding is entered into to supplement the National Collective Bargaining Agreement and represents and constitutes an Agreement between the Chicago Metro Surface Hub Postal Facility, in Elk Grove Village, IL., U.S. Postal Service, and the Northwest Illinois Area Local of the American Postal Workers Union, AFL-CIO, in regards to rights and obligations of the parties.

This Local Memorandum of Understanding covers all craft or occupational group employees of the Chicago metro Surface Hub Postal Facility, IL., in units established at the local level for which the Union has been certified as the exclusive representative.

### **ITEM 1**

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

The employer shall grant reasonable wash-up time to those employees 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**

There will be fixed schedules for all full-time regular bargaining unit employees, consisting of the same five (5) scheduled work days within the employee's basic work week. The scheduled work days shall be consecutive days off to the extent possible.

### **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**

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 cooperation of local radio and television stations to inform employees.

Prior to making a determination to curtail operations, where practicable, local Management will make every reasonable effort to discuss the circumstances with the Union.

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## **ITEM 4 (Impasse item)**

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

- A) The choice vacation period will begin the 3<sup>rd</sup> week of February through the end of November. Applications for leave during choice periods must be submitted on the appropriate form, in duplicate, during January 1<sup>st</sup> through January 31<sup>st</sup>. The vacation schedule will be posted no later than February 15<sup>th</sup>. Employees will be granted leave up to the percentage of allotted employees per week in accordance with Item 9 of our Local Memorandum Of Understanding.
- B) All applications for incidental leave shall be submitted on PS Form 3971 in triplicate, by the employee. Requests for incidental leave during the choice vacation period may be submitted only after the vacation schedule is posted. Upon the employee's submission of PS Form 3971, the supervisor shall: (1) notify/date the PS Form 3971's (2) return one copy to the employee. Management will approve vacation requests prior to approving incidental leave requests during the vacation period. Once the vacation requests are approved, management shall approve incidental leave requests during the vacation period, on a first come first served basis, in accordance with the percentages identified in Item 9 of this LMOU.
- C) Employees who bid to a different section (or are reassigned to a different section) shall be granted their approved vacation selection(s) as established by the choice vacation schedule, and leave approval, in their former section.

## **ITEM 5**

### **The duration of the choice vacation period(s)**

The duration of the choice vacation period shall be the 3<sup>rd</sup> week of February through the end of November.

## **ITEM 6**

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

The beginning of the employees choice vacation period shall be the first day of the postal week (Saturday). Exceptions may be granted per agreement of Employee, Union, and Management.

Employees may request to revise their schedule (PS 3189) so that they are N/S Sat/Sun, the week of their vacation (s). The 3189's shall be signed by the Union and approved by Management.



## ITEM 7

### **Whether employees at their option may request two selections during the choice vacation period, in units or 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 annual leave in increments of 5 days or 10 days, not to exceed 80 hours, as follows;

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 annual leave in increments of 5 days, 10 days or 15 days, not to exceed 120 hours, as follows;

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**

A) An employee who is called to Jury Duty during his/her scheduled choice vacation period shall be eligible to select another period in the choice vacation period, according to seniority.

B) An employee who is selected to attend a national or state convention as a delegate of this Union, shall not have this leave charged to his/her choice vacation period. Upon reasonable notice, consideration shall be given official representatives to attend meetings at regional and state levels. He/she shall be eligible to select another available period in the choice vacation period, according to seniority. The Union will notify the employer as soon as possible of such conventions and/or meetings.

C) Jury Duty and Union convention leave shall not be charged to the percentages granted vacation leave identified in Item 9.

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## 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 this 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**

Assignments of vacations shall be completed and posted by February 15<sup>th</sup> of each year and the Union will be provided a copy. This notice shall include the employee's name, seniority date, and period approved.

PS Form 3971's submitted by employees will be approved or disapproved by February 15<sup>th</sup> and returned to the employees.

## ITEM 11

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

The employer shall, no later than November 1<sup>st</sup> of each year, publicize on bulletin boards the beginning date of the new leave year, which shall begin with the first day of the first full pay period of the calendar year.

## ITEM 12

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

Request for leave from December 1 through the third week in February shall be submitted to the appropriate supervisor. There is no blanket policy for disapproving such requests. Such requests shall be honored based on the needs of the service and the needs of the employee, on a reasonable basis. Such requests shall be submitted on PS Form 3971 in triplicate, to the appropriate supervisor, who shall immediately sign the PS Form 3971 as notified, and return one copy to the employee immediately. Such requests shall be answered within seven days of the first day of the requested leave



### ITEM 13 (Impasse item)

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

Employees will be canvassed approximately three weeks prior to the holiday. The following order will be used for holiday scheduling:

1. Casual employees
2. Part-time flexible employees
3. Full-time employees who have volunteered to work their holiday, or day designated as their holiday by seniority
4. Full-time employees who have volunteered to work their non-scheduled day by seniority
5. All full-time employees within their bid section or designated work area who have not volunteered to work their holiday, day designated as their holiday, or nonscheduled day, according to juniority.

Note: Seniority in the Maintenance Craft for purposes of this Item, shall be occupational code/level seniority, not Maintenance seniority.

### ITEM 14 (Impasse Item)

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

Overtime desired list for bargaining unit employees will be administered by section and tour. Sections are defined as follows:

**Clerks** - General Expeditors, General Clerks, Distribution Clerks

**Maintenance** - Mechanics, Custodians, ET's

**Motor Vehicle** - Tractor Trailer Operators (TTO)

Employees will be notified whenever possible, one-half (½) hour in advance of the start of their overtime schedule. However, in all instances, overtime shall be called as far in advance as possible.

Seniority in the Maintenance Craft, for purposes of the Item, shall be occupational code/level seniority, not Maintenance seniority.

Each Occupational group/level is defined as a Section

As new positions are acquired, the parties shall meet and discuss whether a new section will be established or, the new position shall be included in an existing section. Final resolution of this issue shall be made part of this LMOU.

## ITEM 15

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

The number of light duty assignments shall be 2% of the assignments in each craft represented by the Union. If additional assignments are needed per Article 13 requirements, the Union and Management shall meet and designate those 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**

When requesting light duty, the following method will be utilized:

Employee will submit brief letter accompanied by acceptable medical documentation (including restrictions and expected duration) to their immediate supervisor.

Once received, the appropriate manager will review request and documentation and in written form, approve/disapprove request. In the event the request is disapproved a written explanation will be provided.

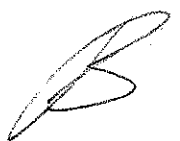
If request is approved, the light duty employee will be assigned tour, work location and basic work week according to the needs of the service, whether or not the same as for the employee's previous duty assignment.

Light duty requests will be made every 30 days and accompanied with acceptable medical documentation.

## ITEM 17

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

Light duty assignments for the Clerk, Motor Vehicle, and/or Maintenance crafts shall be comprised of any available work within the employee's medical restrictions. The Yardmaster/Guard shack will be considered an assignment that may be filled by light duty employees when available. To the greatest extent possible, light duty assignments shall be granted within the employee's craft. Assignment will not adversely affect the regular work force.



## 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 the purpose of reassignments within an installation, employees excess to the needs of the section, the following assignments by tour, within the Chicago Metro Surface Hub Postal facility in Elk Grove Village, IL., shall comprise a section.

1. General Clerks
2. General Expeditors
3. Distribution Clerks
4. Maintenance by occupational code/level
5. Tractor Trailer operators

For the purpose of this provision, the tour of duty of an assignment shall be determined by the starting time of the posted duty assignment in which an employee begins tour at least 3 days a week, within the following hours:

Tour 1	8:00 PM to 3:59 AM
Tour 2	4:00 AM to 11:59 PM
Tour 3	12:00 PM to 7:59 PM

As new positions are established within existing locations, or in new locations, the parties shall meet and discuss whether a new section will be established or the new position shall be included in an existing section.

## ITEM 19

### **The assignment of employee parking spaces**

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

There are employee parking areas on both the North and South sides of the Chicago Metro Surface Hub, just outside the employees entrance in the marked area.

There shall be sufficient spaces designated for the handicapped.



## 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 State and National conventions prior to the granting of the choice vacation period, will not be counted in the percentage provided for in Item 9 of this Local Memorandum of Understanding.

## ITEM 21

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

- A) 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 it's discretion.
- B) The parties to this agreement shall schedule a Labor/Management meeting bi-monthly 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.
- C) All craft employees, upon written request, will be given an appointed time and date and allowed to inspect their Official Personnel Folders (OPF), quarterly.
- D) The employer will maintain a notice at each official bulletin board providing information regarding promotional opportunities and procedures for all craft employees. Employees seeking promotional opportunities shall be scheduled to take necessary examinations immediately following the end of the calendar quarter.

## ITEM 22

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

- A. SENIORITY
  - 1. Seniority lists shall be updated and posted on a quarterly basis. One copy to the Union.
    - A. Clerks.
    - B. Maintenance employees by occupational code/level.
    - C. Motor vehicle craft.



B. REASSIGNMENTS

1. The Union shall maintain a skills bank which will contain the names of employees and the skills each employee has indicated they possess. Management will determine if the need for a temporary detail to an APWU bargaining unit assignment is anticipated to be of one week (or five working days) duration or longer.

The first opportunity for such detail will be afforded to the senior, qualified, eligible and available employee in the immediate work area who possess the necessary skills and listed their name in the skills bank prior to assigning such detail assignments to junior bargaining unit employees.

If the detail is anticipated to extend beyond 90 days, the employer will assess the need for continuation of the detail assignment and notify the Union, in writing, of their decision.

2. In the event of a permanent change of more than two (2) hours from the reporting time of the assignment, the following shall apply:
  - A. The incumbent shall have the option of accepting the new assignment with the agreement of the Union, Management and the employee. If the incumbent accepts the new assignment, it will not be reposted.

C. POSTINGS

1. The employer shall provide a bulletin board for the Union to be located outside the tour office by the employee badge readers.
2. All Clerk craft, Maintenance craft and Motor Vehicle craft award notices or notices of intent shall be posted in locked, glass enclosed bulletin boards outside the mail tour office.

**MOTOR VEHICLE**


- A. No assignment will be posted because of change in starting time unless the change exceeds two (2) hours.
- B. When requested by the Union, no later than January 15<sup>th</sup>, all full-time regular spotter/TTO positions will be posted for bid, in February.
- C. The Annual bid selections will be posted for ten (10) days. Selection by the Motor Vehicle craft employees for bid assignments will be done in seniority order on a master selection sheet.



- D. The vacation bidding will be done after the Annual bid assignments have been awarded. The selection period will be the second week in February and posted the third week in February.

### Closing

This Memorandum of Understanding is entered into in May 2007, at the Chicago Metro Surface Hub Postal facility in Elk Grove Village, IL., between the representatives of the United States Postal Service and the designated agents of the Northwest Illinois Area Local, of the America Postal Workers Union, AFL-CIO. This Memorandum of Understanding constitutes the entire agreement of the items defined as negotiable under the provisions of Article 30 of the 2006 National Collective Bargaining Agreement and it's extensions.



For the Union

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For Management

