

LOCAL MEMORANDUM OF
UNDERSTANDING

U.S.P.S. AND A.P.W.U.
Franklin Park, IL.

September, 2011

AW
B

PREAMBLE

This basic Memorandum of Understanding entered into represents and constitutes a memorandum between the Franklin Park, Illinois Post Office and the American Postal Workers Union, Local 7140, Northwest Illinois Area Local.

RECOGNITION

This memorandum of Understanding covers all craft or occupational group employees of the Franklin Park Post Office in units established at the local level for which the American Postal Workers Union, local 7140, has been certified as the exclusive representative.

PURPOSE

All Articles of this memorandum of Understanding are hereby acknowledged to be binding upon the signatory parties.

ITEM 1

Additional or longer wash-up periods

Wash-up time shall be five minutes prior to lunch.

ITEM 2

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

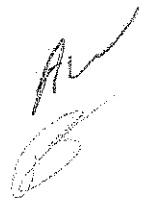
Regular work week of five days with fixed days off for full and part-time regular employees.

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 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 shall be as follows:

Postal operations will not be curtailed or terminated at the Franklin Park Post Office unless management determines that local conditions so warrant. The orders of local authorities will be considered in determining the extent to which the United States Postal Service will be curtailed or terminated.



Management shall notify the employees at the earliest possible time of the curtailment or termination of postal operations.

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

ITEM 4

Formulation of local leave program

A vacation chart will be passed around according to seniority. No employee may keep the chart more than 48 hours. Form 3971 will be submitted at this time, in TRIPLICATE, and approved by supervisor with employee retaining a copy. Employee retaining chart over 48 hours will forfeit his/her seniority selection rights and make selection of remaining time left after first pass. First pass of the vacation chart will start pay period 25, week 1, or the date following Thanksgiving.

Cancellation during prime vacation period must be in writing to supervisor and to Union. Notice to be given two weeks in advance. Cancellations will be posted within three postal working days and awarded to senior eligible bidder. Management will inform the union of all cancellations. If the leave is cancelled less than two (2) weeks prior to the first day of the leave management does not have to post the cancellation on the board. Management may grant annual leave for this period on a first come first served basis. If an employee wishes to cancel a partial week the employee must keep a minimum of two (2) days.

In the event an employee needs more than three weeks due to extenuating circumstances, a letter must be submitted immediately to the Postmaster for his/her consideration and approval or disapproval. After the vacation list has been passed around once, if weeks are still available, it will be passed around again according to seniority and eligibility.

Custodial laborers will have a separate vacation list.

ITEM 5

The duration of the choice vacation period

Duration of prime vacation time: From week 1, pay period 11, through week 1, pay period 22

ITEM 6

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

Determination of the beginning of vacations: 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 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

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

The Union will notify Management of the dates for the State and National conventions and the number of delegates that will be attending, after the branch meeting in November of each year. These weeks shall be reserved on the prime-time list for all delegates. This leave time will not be charged against any delegates as a prime time selection.

Jury duty will be honored for all career employees in accordance with the "collective Bargaining Agreement".

Management will allow a maximum of two employees from the Clerk craft off to attend State and national conventions.



ITEM 9

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

A maximum of 14% of the Clerk work force will be permitted off in prime-time and a maximum of 7% in non-prime-time. A maximum of one custodial laborer will be allowed off.

ITEM 10

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

Form 3971 in triplicate shall be submitted to the supervisor after selection by seniority from the vacation chart. No employee may keep the chart more than 48 hours. Form 3971 will be approved or disapproved by the supervisor with employee retaining the third copy.

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 1st of each year, publicize on bulletin boards and by other appropriate means available the beginning date of the new leave year, which shall begin the first full pay period of each calendar year.

ITEM 12

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

Procedures for submission of application for annual leave during other than prime-time vacation will be as follows: 7% of the Clerk work force will be allowed off during non-prime time. These positions will be included on the vacation chart. One week selection may be made during the first pass by seniority. Employees may choose more than one selection during the second pass based on seniority for second pass.

All other annual leave requests of eight hours or more shall be made in triplicate. One copy to be initialed by the supervisor upon receipt and returned to the employee. Within three working days, the supervisor will notify the employee of approved or disapproved leave. If no decision is rendered, the leave will be considered approved. Request for leave will not be made more than 60 days in advance of need. If leave is approved, it will be on a first-come basis.

ITEM 13

The method of selecting employees to work on a holiday

The method of selecting employees to work on a holiday shall be as follows:

1. Full-time employees who have volunteered to work their holiday, or day designated as their holiday, by seniority
2. PSE employees
3. Full-time employees who have volunteered to work their non-scheduled day, by seniority
4. Full-time employees who have not volunteered to work their non-scheduled day, by inverse seniority
5. Full-time employees who have not volunteered to work their holiday, or day designated as their holiday, by inverse seniority

ITEM 14

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

A. Two weeks prior to the start of each calendar quarter, full-time regular employees desiring to work overtime during that quarter shall place their names on an "Overtime Desired" list.

The "Overtime Desired" list shall consist of two (2) lists, a "scheduled Day" list and a "Non-scheduled Day" list. Overtime opportunities shall be offered as outlined by the "Collective Bargaining Agreement".

The "Scheduled Day" overtime list will entitle qualified employees who sign it overtime opportunities up to twelve (12) hours on their regularly scheduled days as defined by their job bid.

The "Non-scheduled Day" overtime list will entitle qualified employees who sign it overtime opportunities up to twelve (12) hours on their non-scheduled days as defined by their job bid.

A qualified employee who signs both of the above named lists will be entitled to the overtime opportunities offered by both lists, as defined by their job bid.

Employees signing up on the ODL shall have their names carried over to following ODLs until such time as they request, in writing, their names be removed from the ODL. An employee can have his/her name removed from any ODL at any time by written notification to the appropriate manager on their tour. This employee will then be barred from getting back on the ODL for the remainder of the particular quarter (or subsequent quarters) unless that employee submits their request to be added per the language of Article 8 Section 5 of the National Agreement.



No name will be added to an overtime desired list after the first day of the calendar quarter, unless mutually agreed between the employee, management, and the Union.

B. Non-Scheduled Day overtime and Regular Scheduled Day overtime will be rotated separately.

C. Sunday will be rotated along with the other non-scheduled days, for overtime, not separately.

D. When management utilizes a partial list they will refer back to the last partial list used (i.e. non-scheduled or regular scheduled day list and start where it left off.

E. For the purpose of calling overtime in areas that require different skills as in scheme distribution, bulk mail, or window service, there will be a primary and secondary list within the "Quarterly Overtime Desired List". These will not be physical lists but lists that both management and union accept and acknowledge to exist.

These primary lists will be comprised of all career employees working an average of thirty (30) hours of straight time in a specific skill or area per accounting period or clearly defined job description. The secondary list will be made up of all other career employees that possess the ability to perform the task. The secondary Non-Scheduled Day list will be offered overtime when the primary Non-Scheduled Day list is maximized at ten (10) hours. The secondary Regular-Scheduled Day list will be offered overtime when the primary Regular-Scheduled Day list is maximized.

ITEM 15

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

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

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 and 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.

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 a section, the entire Clerk craft shall constitute one (1) section.

ITEM 19

The assignment of employee parking spaces

The assignment of employee parking spaces shall be as follows:

With the exception of the Postmaster, all parking shall be 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

Union training seminars will not be charged to the employee's prime time vacation. A maximum of one employee will be allowed off to attend Union training seminars.

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.

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 10 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.

Closing Agreement

This Memorandum of Understanding, consisting of eight (8) pages, is entered into in September 2011, at the Franklin Park, Illinois Post Office, between the representatives of the United States Postal service and the designated representatives of the Northwest Illinois Area Local, American Postal Workers Union, pursuant to the local implementation provision of the 2010 National Agreement and its extensions.

This Memorandum should last the lifetime of the National Agreement.


For the Union


For Management