

**LOCAL MEMORANDUM OF
UNDERSTANDING**

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

DECEMBER 2005

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PREAMBLE

This Memorandum of Understanding is entered into in December 2005 at the Glenview, IL. Post Office 60025, between the representatives of the United States Postal Service and the designated agents of the American Postal Workers Union-NWIAL, pursuant to the local implementation provisions of the 2000 National Collective Bargaining Agreement, and it's extensions.

ITEM 1

Additional or longer wash-up periods

Each employee will be granted reasonable wash-up time by management depending on the degree of the dirty or toxic work performed.

ITEM 2

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

The regular work week for Full-time and part-time regulars shall consist of five days with fixed days off.

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

Prior to making a determination whether to curtail operations when emergencies such as extreme weather conditions, natural disaster or civil disorders develop, or to conform to orders of local authorities, local Management shall make every reasonable effort to discuss the circumstances with the local Union representative. The decision for curtailment or termination of Postal Operations however shall be made by the installation head.

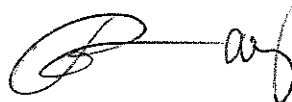
In these conditions Management shall make every effort to obtain information about local road conditions and have this available to employees who call the office and make every effort to notify employees by telephone and/or through notification to local media of curtailment of operations. Employees at work will be informed as to what decisions are being made and the proper actions to follow. The local Union representative will be informed of the decision.

ITEM 4

FORMULATION OF LOCAL LEAVE PROGRAM

- A. The leave program as outlined in Item 4 through 12 of this Agreement shall constitute the leave policy at the Glenview Post Office
- B. Beginning with the start of the Leave Year until January 31 each clerk and maintenance employee will make his/her selection(s) for Choice vacation Leave Selection in accordance with the provisions of this Agreement by section/tour. Employees will submit PS Form 3971 in triplicate to their supervisor who will immediately sign and date the form signifying the request has been received. The triplicate copy of the form will be immediately returned to the employee as a receipt. Beginning February 1 approved selections by seniority will be completed, and posted by February 10.
- C. A second round selection of additional Annual Leave for the remaining Choice and/or Non-Choice Vacation Leave Periods shall be allowed beginning February 10 until February 20 for available full weeks that will be approved to the percentages indicated in Items #9 & 12. Requests must be submitted on PS Form 3971 in triplicate. The supervisor will immediately sign and date the form acknowledging receipt. The triplicate copy of the form will be immediately returned to the employee as a receipt. Beginning February 21 approved selections by seniority will be completed and posted by February 28.
- D. After March 1 employees may submit for incidental Annual Leave on a First Come-First serve basis for the Choice and Non Choice vacation Leave Periods. Requests must be submitted on PS Form 3971 in triplicate. The supervisor will immediately sign, time stamp, and date the form acknowledging receipt. The triplicate copy of the form will be immediately returned to the employee as a receipt. Leave shall be approved to the percentages indicated in Item # 9. All leave requests must be given to the immediate supervisor.
- E. Leave requests will be returned to the employee approved or disapproved within five business days or the leave shall be considered as approved and scheduled.
- F. Any cancelled Annual Leave will be available for bid only if cancelled fourteen days prior to the originally approved leave date. It will be available and approved on a seniority basis for five full days following the cancellation, and then on a First come-First Serve basis until 10:00 AM on the Tuesday prior to the service week of the available leave. A cancellation notice will be posted indicating the availability.
- G. Employees will maintain their approved annual leave selections should their tour/section change after initial approval.
- H. Emergency annual leave must be approved based on reasonableness of the request and handled in accordance with Chapter 510 of the ELM.

A handwritten signature in black ink, appearing to be 'P. J. [unclear]', located at the bottom center of the page.

ITEM 5**THE DURATION OF THE CHOICE VACATION PERIOD**

The duration of the choice vacation period shall begin March 1 through September 30th. It will also include the week of Thanksgiving and the week between December 25 and January 1.

ITEM 6**The determination of the beginning day of an employee's vacation period**

The beginning day of an employee's vacation leave week shall be Monday. Exceptions may be made if approved by the employee's immediate supervisor.

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 40 hour vacation
2. One 80 hour vacation
3. Two 40 hour vacations

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

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**

Jury duty and National convention leave will not be included in the choice or non-choice vacation leave periods as appropriate; however, State convention leave will be included in the choice or non-choice vacation leave periods as appropriate. Dates of both

conventions must be provided to Management by the local Union representative by February 1 annually.

ITEM 9

DETERMINATION OF THE MAXIMUM NUMBER OF EMPLOYEES WHO SHALL RECEIVE LEAVE EACH WEEK DURING THE CHOICE VACATION PERIOD

There shall be 15% of the employees of each section/tour as defined in Item # 14 granted leave during Choice Vacation Leave Period. An additional slot per tour for clerks only for the five holiday weeks of Memorial day, July 4th, Labor Day, Thanksgiving and the week between December 25 & January 1 will be available provided the Tour is comprised of 16 or less employees. An additional slot per tour for clerks only, for the last two weeks of July and the first two weeks of August will be available if the tour is comprised of 16 or less employees. The 15% applies to the employees listed on the Payroll Register as of January 15th annually. The percentage calculation of .50 or more will round up to the next whole number and .49 or less will round down to the next whole number.

ITEM 10

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

Employees will complete PS Form 3971 in triplicate for choice vacation leave selections. The supervisor will sign and date the form signifying the request has been received. The triplicate copy will be immediately returned to the employee as a receipt. The PS Form 3971 will be marked approved or disapproved and returned to the employee by the date for completion of Choice vacation leave selection procedures in Item 4.

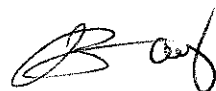
ITEM 11

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, publicize on bulletin boards and by other means the beginning of the new leave year, which shall be the first day of the first full pay period of the calendar year. A copy of such notice shall be placed in the local Union's post office box within five days.

ITEM 12

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



Employees requesting annual leave for the non-choice vacation leave period will do so by submitting PS Form 3971 in triplicate to their immediate supervisor who shall immediately sign and date the form signifying the request has been received. The triplicate copy of the form will be immediately returned to the employee as a receipt.

The non-choice vacation leave period will be from the full leave week following January 1 through the end of February and the full leave week following September 30 through December 24 excluding the Thanksgiving leave week.

There shall be 10% of the employees of each section/tour as defined in Item #14 granted full week leave during the non-choice vacation leave period.

ITEM 13

The method of selecting employees to work on a holiday

A. A notice will be posted seven (7) days prior to the Tuesday, which proceeds the service week in which the holiday occurs for volunteers to sign up to work on the holiday. The notice will be posted until 10:00 AM on the Monday immediately preceding the Tuesday. The holiday work schedule will be posted in accordance with Article 11 Section 6 A of the National Agreement.

B. The following order will be used for holiday scheduling:

1. Casual employees even if the payment of overtime is required
2. Part-time flexible employees even if the payment of overtime is required
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. 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 8 shall be by section and/or tour

A. Two weeks prior to the beginning of a new postal quarter all full-time employees must sign the Overtime Desired lists should they be interested in working overtime within the quarter. "Overtime Desired" lists shall be maintained by section & tour.

B. Sections are defined as follows:
Clerk craft

Maintenance craft by occupational group and level.
VOMA if represented by APWU

C. Tours are defined as follows:

- Tour 1 - Regularly scheduled begin tour between 6:00 PM & 5:59 AM.
- Tour 2 - Regularly scheduled begin tour between 6:00 AM & 5:59 PM.

D. An employee can have his/her name removed from the OTDL after the start of the quarter at any time by written notification to the Postmaster. This employee will be barred from getting back on the OTDL for the remainder of the particular quarter.

E. An employee will be allowed to have his/her name added to the OTDL after the start of the quarter by written notification to the Postmaster if he/she is converted to full-time during the quarter. An employee shall be automatically added to the OTDL if he/she bids or is reassigned to a different section or tour during the quarter if he/she was on the OTDL in their previous bid or assignment.

F. Employees who sign the OTDL should indicate either 10 hours or 12 hours. The 12 hour employees shall be given preference over the 10 hour employees when an opportunity to work 12 hours arises; however, employees who indicate a preference for 10 hours can still be required to work up to 12 hours in a day (either before tour or after tour or both) after the 12 hour employees are utilized for 12 hours. Management may utilize either list by seniority rotation when 10 hours or less is anticipated.

G. Management shall provide the local Union representative a copy of all OTDLs for both tours during the first week of each quarter. The local Union representative shall be provided a copy of all additions, corrections and deletions to the OTDLs.

ITEM 15

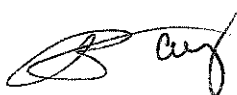
The number of light duty assignments within each craft or occupational group to be reserved for temporary or permanent light duty assignments

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.

ITEM 18

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

Sections shall be defined by tour as indicated in Item 14 to include:

- 1. Window clerks and distribution/window clerks
- 2. Distribution clerks and all other clerks
- 3. Maintenance craft employees by occupational group and level
- 4. Voma if represented by APWU

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

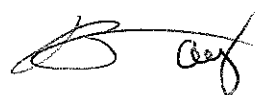
ITEM 19

The assignment of employee parking spaces

When any changes are made in the assignment of parking spaces, the APWU-NWIAL President and the Installation Head or their designees will establish a committee jointly to assign these parking spaces that are in excess to the needs of the U.S. Postal Service which will be included in this LMOU.

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 National conventions, that is requested prior to the determination of the choice vacation leave period, 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. Representatives of the NWIAL-APWU may have use of the Public Address System to make important announcements to their membership providing Management approves the nature of the announcement prior to the announcement being made.
- B. Management shall maintain a location to provide information regarding available promotional opportunities and procedures and shall post such information at this location.
- C. The APWU shall be provided a separate bulletin board for use per Article 22 of the National Agreement.
- D. Except at the retail window service counter employees will be allowed to have an authorized beverage at their work station provided it does not interfere with their work and provided that before the employee ends his/her tour, he/she is required to remove all extraneous material.

ITEM 22

Local implementation of this Agreement relating to seniority, reassignments and posting

- A. When new jobs are posted for bid, the Union will be consulted by Management before posting the vacancy. The Union will receive a copy of the posting notice and be present when bids are opened and receive a copy of the award indicating the successful bidder. Management will maintain a bid box by the clerk's time clock.
- B. The employer shall discuss/consult with the Union regarding changes of work schedules or changes of work assignments for existing or vacant bids for employees in the crafts for which the Union has exclusive recognition prior to implementing any such changes. If the employer decides to change the work schedule or duties of such work assignment(s), the change shall be explained on that vacancy notice.
- C. If the starting time is changed beyond a one-hour radius of the original posting or contract expiration for clerks, or two hours for maintenance employees, the incumbent shall not have the option of accepting the new reporting time and the assignment shall be reposted

D. Posting notices for bids for newly created or vacant assignments shall be posted on the bulletin board at the clerk time clock assessable to all clerk craft employees for 10 calendar days. This may be changed if mutually agreed between the local Union president and the Installation Head or their designees.

E. In instances where several bids are posted simultaneously, an eligible employee may bid for as many assignments as he/she is interested in by stating his/her first choice, second choice, third choice, etc.

F. When bid assignments are posted during the annual leave or sick leave period of any full-time clerk, said clerk shall be notified by certified mail of the bid assignment posting. It shall be the duty of said clerk(s), interested in making a change of bid assignment, to provide a self-addressed penalty envelope as to where he/she may be reached at with their immediate supervisor or Personnel clerk in order to receive a copy of any vacancy posting while he/she is on leave.

G. Management shall update the seniority list at least once per calendar quarter (unless no changes have occurred) and post a copy on the appropriate bulletin board and provide a copy to the Union.

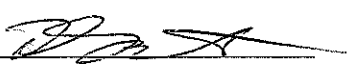
H. A copy of all APWU Form 1723s shall be provided to the local Union representative on a weekly basis.

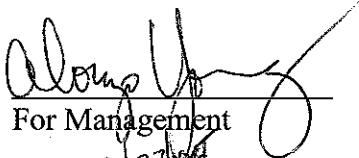
I. When the opportunity for conversion exists under Article 37 Section 5 of the National Agreement, the employer shall post a notice listing the employee's name, the position assigned, the employee's seniority date and the effective date of the assignment. A copy of said notice shall be provided to the local Union representative.

J. The employer will provide the local Union representative with a copy of the Postal Bulletin when received.

K. Any APWU employee, upon written request, shall be given an appointed time and date to inspect his/her Official Personnel

This Memorandum of Understanding consisting of nine (9) 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 it's extensions. Any changes due to Impasse negotiations shall be signed by the parties and shall be incorporated into this agreement.


For the Union
12/23/08


For Management
12/23/08