

**LOCAL MEMORANDUM OF  
UNDERSTANDING**

**U.S.P.S. AND A.P.W.U.  
HIGHLAND PARK, IL.**

**DECEMBER 2005**

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## PREAMBLE

This Local Memorandum of Understanding is entered into to supplement the National Collective Bargaining Agreement, and covers all craft or occupational group employees of the Highland Park Post Office and it's station/branch at Ravinia for which the Union has been certified as the exclusive representative.

## DURATION

This Memorandum of Understanding shall remain in full force and effect for the duration of the extension of the 2000 National Agreement.

## ITEM 1

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

Reasonable wash-up time will be provided as stated in Article 8, Section 9, of the National Agreement.

## ITEM 2

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

Scheduled days off for full-time regular employees will be fixed.

## 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**

- A. When management receives a request from local, state or federal officials regarding an emergency that may jeopardize the safety of an employee(s), management shall consider the request with the safety of the employee(s) as the prime concern. Management shall make the Local Union representative aware of such requests in a timely manner. Prior to making a determination to curtail operations, Local Management will make every reasonable effort to discuss the circumstances with the Union.
- B. Management will attempt to notify employees at the earliest possible time of curtailment or termination of Postal Operations. Such notification will be by available public media, such as television or radio, requesting them to announce information to employees.
- C. In the event of extreme weather conditions, natural disasters, or civil disorders,

management shall make every reasonable effort to obtain information about local road conditions, and have this information available to those employees who call the office.

#### ITEM 4

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

- A. By the first Monday of December employees will be taken to the vacation board, for first round applications, and they will post their names directly on the board in order of seniority. Any employee who will be off work for the initial round applications may submit a PS form 3971(s) prior to the first round. Their submitted request will be placed on the vacation board, provided the board is still open, in order of their seniority. If an employee does not have their selection(s) ready, they will be bypassed without recourse.
- B. Choice vacation (first round) requests shall be granted on a seniority basis, in accordance with Item 7 and 9 of this LMOU.
- C. The second round applications will be the same as the first round except that the choices will be posted starting after the fourth Monday in December, and must be accomplished by the fourth Friday in December. They shall be submitted on PS form 3971, in triplicate. Second round leave requests shall be granted up to the limit of the total amount of annual leave that the employee is projected to earn in the upcoming leave year, on a seniority basis, in accordance with Item 7 and 9 of this LMOU.
- D. Second round results shall be posted on the Choice Vacation Board by the Friday after the bid deadline. Employees shall receive their PS Form 3971s for second round requests, either approved or disapproved, by the Friday after the bid deadline.
- E. For choice vacation period leave only, all clerk employees assigned to the Main Highland Park office, Ravinia Station, shall constitute one section, and all Maintenance Craft employees shall be another separate section.
- F. Employees may submit leave requests, for days in the choice vacation period that are not filled per Item 9, after the second round picks are completed. 50% of the remaining unfilled spaces (per Item 9) for each day during the choice vacation period, shall be designated as "automatic spaces". "Automatic" spaces are defined as those when an employee may submit a PS Form 3971, no less than 7 days prior to the date requested, to a supervisor, and shall receive instant approval of the request. The 3971 must state "automatic vacation slot request" in the remarks section of the form, when submitted. These automatic spaces shall be marked on the vacation board for easy identification.

If only one slot is remaining on a given day(s) it will not be designated as "automatic" and will not be available as such. In cases where fifty (50) per cent of the open slots would result in a fraction, the resulting number will be rounded to the next whole number (.49 rounded down and .50 rounded up).

These automatic spot 3971s shall be approved on a first-come, first-served basis. They shall only be approved if the employee has a projected annual leave balance after his/her first and second round picks, and any other approved leave.

G. Employees may submit leave requests, for non-automatic spaces, after completion of the second round. These requests shall be submitted on PS Form 3971 in triplicate to the supervisor, who shall immediately sign and date the 3971 and return one copy to the employee. Management shall return the 3971 to the employee, approved or disapproved, no less than 7 calendar days prior to the beginning of the requested leave date. These requests shall be approved on a first-come, first-served basis, subject to the needs of the service. If this request is not returned to the employee either approved or disapproved, within 7 days of the beginning of the requested leave date, the request shall be considered approved.

H. If an employee cancels a vacation selection, and gives management 21 or more days notice before the first date of that leave, management shall post that time up for application, for 7 days. The senior applicant who has a projected leave balance shall be granted that time, with notice (form 3971) given to him/her within 5 days of the start of the leave.

I. If an employee signs up for a choice, s/he is entitled to any amount of days in that week, but can never give any of that time to anyone else.

J. Any employee wishing to cancel all or part of their leave shall be able to do so, provided they submit a PS Form 3971 canceling the leave no later than two (2) days prior to the start of the leave. The PS Form 3971 is to be submitted to their immediate supervisor who will in turn notify the Union as soon as possible, of the cancellation.

#### **ITEM 5**

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

The choice vacation period shall be from January 2 through November 30, and December 25 through January 1, of each year.

#### **ITEM 6**

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

The vacation week will begin on Monday and end on Sunday. Exceptions may be granted by an agreement between the employee, the Union, and Management.

#### **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 5 day vacation (40 hours)
- 2. One 10 day vacation (80 hours/2 consecutive weeks)
- 3. Two 5 day vacations (80 hours/2 non-consecutive weeks)

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

- 1. One 5 day vacation (40 hours)
- 2. Two 5 day vacations (80 hours/2 non-consecutive weeks)
- 3. One 10 day vacation (80 hours/2 consecutive weeks)
- 4. One 5 day vacation and one 10 day vacation (40 hours not connected to an 80 hour vacation)
- 5. One 15 day vacation (120 hours/3 consecutive weeks)

**ITEM 8**

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

Jury duty and attendance at National and State conventions shall not be charged to the choice vacation period. The Union will notify the Employer as soon as possible of such conventions. An employee who is called to jury duty during his scheduled choice vacation period, shall be eligible to select another available period in the choice vacation period.

**ITEM 9**

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

Leave for Maintenance and MVS employees shall continue as is the current practice.

For Clerks, there shall be 11% granted leave during the choice vacation period for the first and second round picks, as stated in Item 4. If the 11% is equal to a number (X) plus .50 or more, the next highest full number will be used. If the 11% is equal to a number (X) plus .49 or less, the next lowest full number will be used.

The exception to the 11% figure is that there will be one more employee than the

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11% number granted leave during the July 4<sup>th</sup> week and the following 3 weeks.

#### **ITEM 10**

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

Employees shall receive copies of PS Form 3971, approved or disapproved for first round selections, by the Friday after the first Monday in December. The results of the first round shall be posted on the choice vacation board by Management by the Friday after the first Monday in December.

#### **ITEM 11**

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

Management shall, no later than November 1<sup>st</sup> of each year, publicize on bulletin boards and by other appropriate means, 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 applications for annual leave during other than the choice vacation period**

Employees requesting annual leave for other than the choice vacation period (December 1 through 24), will do so by submitting USPS Form 3971, in triplicate, to their immediate supervisor, and that supervisor shall immediately sign and date the form signifying that s/he received it, and return one copy immediately to the employee as a receipt. Such requests shall be awarded on a first-come, first-served basis. Every effort shall be made by the service to accommodate and approve employee requests for leave.

#### **ITEM 13**

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

The scheduling of employees on a holiday or the day designated as an employee's holiday shall be in the following order of priority

- A. All part time flexible employees
- B. All full time employees who have volunteered to work their holiday or day designated as their holiday by seniority.
- C. All full time employees who have volunteered to work their non-scheduled day by seniority.

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- D. Full time employees who have not volunteered to work their non-scheduled day, by juniority
  - E. Full time employees who have not volunteered to work their holiday or day designated as their holiday, by juniority.

This shall apply to all of the three (3) days of the holiday schedule

#### ITEM 14

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

- A. For purpose of the Overtime Desired list, Clerk craft employees will be separated by tours. The designation of an employee's tour will be determined by his/her starting time in their bid job. Tour 1 is a starting time between 8 PM and 5:59 AM; Tour 2 is a starting time between 6 AM and 7:59 PM.
- B. Management shall post a list for sign-up, as per past practice, at least two weeks before the start of the calendar quarter.
- C. An employee can get off the ODL at any time, by written notification to management, but shall not be able to return to the ODL for the remainder of that quarter.
- D. An employee may be added to the ODL after the start of the quarter upon request under the following conditions:
  - 1. They bid to a different tour after the start of the quarter;
  - 2. They become full-time after the start of the quarter;
  - 3. They are hired as full-time after the start of the quarter;
  - 4. They are on extended absence at the calendar quarter, or other such reasons, based on equity, upon mutual agreement of Union and Management.
- E. There shall be two (2) ODLs on each tour; an extended schedule ODL and a non-scheduled day ODL. Employees may sign up for both lists, no list, or solely the extended schedule list. On the extended schedule list, the employee shall indicate whether or not they prefer to work up to 10 hours or 12 hours in a day; those who wish to work up to 12 hours will have an asterisk placed by their name on the ODL.

#### ITEM 15

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

Requests for light duty, as specified in Article 13 of the National Agreement, shall be granted on a case by case basis.

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## 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**

Light duty requests will be provided for review by Management and the Union. Clerk craft employees will have first priority for Clerk craft light duty assignments, as per Item 17 of this LMOU.

## ITEM 17

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

Clerk light duty assignments shall include, but are not limited to: mail distribution, telephone answering, mark-up mail, nixies, hot coop/forwarding expired/ANK/etc., timekeeping, presort/bypass distribution, second notice/unclaimed/accountable mail, other assignments per mutual agreement between the parties.

## 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**

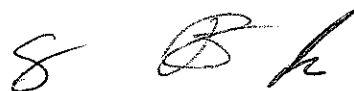
Identification of sections

A full-time regular's tour designation will be determined by the starting time of the employee in their bid assignment. Tour 1 is defined as a starting time between 8 PM and 5:59 AM, and Tour 2 is defined as a starting time between 6 AM and 7:59 PM.

Each of the below, by tour, shall constitute a separate section:

1. Distribution Clerks, Highland Park
2. Highland Park Clerks with financial accountability (Sales and Service Associate, Sales and Service Associate/distribution, bulk mail, accounting Clerk)
3. Ravinia Clerks
4. Maintenance
5. VOMA (if APWU Craft)

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(s) shall be included in an existing section.





**ITEM 19****The assignment of employee parking spaces**

Free parking shall be provided to all employees, on a first-come, first-served basis, in the East parking lot. Upon availability or any additional parking spaces, the parties shall meet to determine the allocation of additional parking spaces excess to the needs of the Postal Service. Any subsequent agreement between the parties as to allocation of additional parking spaces shall be incorporated into the 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**

Leave to attend Union activities shall not be listed on the choice vacation period board.

**ITEM 21****Those other items which are subject to local negotiations as provided in the craft provisions of this Agreement**

- A) Upon written request, the Union and Management shall meet quarterly or more often as mutually agreed upon by both parties.
- B) The Employer will furnish the Union with copies of the Postal and Regional bulletins as published and received at the facility.
- 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.

**ITEM 22****Local implementation of this Agreement related to seniority, reassignments and posting****A. SENIORITY**

- 1. At the beginning of each accounting period when changes are made in the authorized complement, the employer shall notify the Union of these changes and provide the Union with an updated copy of the complement.
- 2. The employer shall maintain the following seniority lists:

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- a. Clerks
- b. Maintenance employees by occupational code/level
- c. VOMA

## B. REASSIGNMENTS

1. If the starting time of an assignment is changed beyond one hour radius of the original posting (but remains on the same tour) for Clerks, or two hours for maintenance the incumbent shall have the option of accepting the new reporting time and the assignment shall not be posted. If the incumbent does not accept the new time, the assignment shall be posted for bid.
2. Should the actual duties performed in any duty assignment be changed more than 50%, the incumbent shall have the option of remaining in the assignment. If the incumbent does not accept the change in duties, the assignment shall be posted for bid.
3. If the principal area of the duty assignment is changed, the assignment shall be reposted for bid. The Union shall be notified, in writing, of any such changes, prior to the reposting of the position.
4. The provisions of 1, 2, and 3 above do not apply to multi-craft positions. If the starting time, or principal assignment area is changed within a section, the affected employees preference shall be considered and the assignment awarded on the basis of seniority


## C. POSTINGS

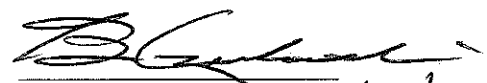
1. The employer shall discuss/consult with the Union regarding changes of work schedules for employees in crafts for which the Union has exclusive recognition prior to implementing any such changes. If the employer decides to change the work schedules for any vacant duty assignment, the Union shall be notified in writing and a notice shall be posted on the appropriate bid boards advising of the action taken.
2. When new jobs are posted for bid, the Union will be consulted by Management before the posting is made. The Union will receive a copy of the posting, and a copy of the award of the job showing the successful bidder.
3. Requests for bids for newly created or vacant assignments, shall be posted in a secured, enclosed bulletin board, in a prominent location accessible to

all employees, for 10 calendar days.

4. A notice shall be posted for ten (10) days on the clerk Craft bulletin board notifying part-time flexible employees of the opportunity for conversion to full-time and the time, date and location within which preferred selection notices shall be returned
5. Within ten (10) days after the closing date of the notice period, the employer shall post a notice listing the position assigned to each employee, each employee's seniority date and the effective date of each assignment.
6. Currently qualified part-time flexible employees shall be converted to full-time and placed into their assignments within 28 days, except in the month of December. The assignment and conversion of employees deferred during the month of December shall be effective the first pay period in January.
7. Management shall maintain a location to provide information regarding available promotional opportunities and procedures, and shall post such information at this location.
8. The Local APWU shall be provided a separate bulletin board for APWU use only, per Article 22 of the National Agreement.

This Memorandum of Understanding consisting of ten (10) 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.

  
 For the Union  
 12/21/05

  
 For Management  
 12/21/05