

**LOCAL MEMORANDUM OF  
UNDERSTANDING**

**U.S.P.S. AND A.P.W.U.  
Lake Forest, IL.**

**DECEMBER 2005**

## **PREAMBLE**

1. This Memorandum of Understanding is entered into to supplement the National Collective Bargaining Agreement and represents and constitutes an Agreement between the Lake Forest Post Office, United States Postal Service, herein the employer, and the Northwest Illinois Area Local of the American Postal Workers Union, in regards to rights and obligations of the parties.
  
2. This Local Memorandum of Understanding covers all craft or occupational group employees of the Lake Forest Post Office 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**

Clerks will be granted such time as is reasonable and necessary for wash-up after performing dirty work.

### **ITEM 2**

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

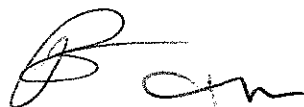
All regular Clerks at the Lake Forest Post Office shall have rotating days off, with the work week running Saturday through Friday.

### **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**

It is recognized by both parties that on occasion, emergency conditions may exist which would encourage the employer to consider the curtailment of postal operations. In cases of such emergency conditions, the employer will, prior to making a decision to curtail operations, take into consideration such factors as:

- A. The safety and health of it's employees.
  
- B. The degree of emergency as stated and acted by reasonable governmental authorities.
  
- C. The requirements and reactions of it's customers and employees.

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D. The accessibility of the Post Office by it's customers and employees.

Prior to taking action to curtail operations, the Employer will notify the Union of it's decision and plan of implementation.

#### ITEM 4

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

- A. A notice will be posted in the Clerk section, no later than November 1<sup>st</sup> of each year, in order to notify the Clerks and Maintenance employees of the dates on which they will take their first and second round picks for the next year. The first round picks shall begin on January 10 and be completed by February 4. The second round picks shall begin on February 5, and/or the day after the first round picks are completed, or whichever is sooner.
- B. A choice vacation chart, listing the clerks in seniority order, will be made and posted in the Clerk section.
- C. Choice vacation picks (first round picks) shall be made beginning the first full service week in February of each year.
- D. vacations, for the choice vacation period will be granted in whole week increments, by craft seniority, in accordance with item 7 of this LMOU.
- E. Employees on leave, during the date(s) selected for first and second round picks, must submit PS Form 3971(s) indicating preference, prior to going on leave.
- F. Second round picks shall be by seniority and commence immediately following completion of round one. Employees may apply for up to three (3) weeks in the second round, as described in item 7. They may only apply for the amount of leave they are projected to have, after counting annual leave used in the first round. The approved 3971's for the second round picks shall be returned to the employee immediately on the day of the second round pick. Second round picks shall be approved per item 9, if the week is not filled by first round picks and previous second round picks. The total of round 1 and round 2 will not exceed a total of 23 working days.
- G. Employees may submit leave requests, for days and weeks 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 week 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 seven (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 week it will not be designated as "automatic" and will not be available as such. In cases where fifty (50%) percent 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 space 3971's 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.

H. Employees may submit leave request, 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 later 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. The request should be approved or disapproved before the end of the next full working day.

I. Cancellations and changes to vacation selections should, to the extent possible, be made 14 days prior to the start of the employee's leave. If the cancellation is made 14 or more days prior to the start of the employee's vacation, management shall post the leave period for bid within 2 days of the cancellation. The leave period will remain posted for 7 days. The senior bidder for the vacation shall be awarded the vacation provided the senior bidder has a projected leave balance. The results of the bidding should be posted within 48 hours (but at no time shall it be more than 2 business days) on the annual leave calendar.

#### **ITEM 5**

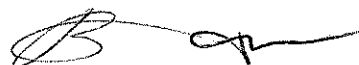
##### **The duration of the choice vacation period**

The choice vacation period shall be from March 1<sup>st</sup> through November 30 and from December 25 through February 28<sup>th</sup> or 29<sup>th</sup>.

#### **ITEM 6**

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

The beginning day of an employee's vacation will be Monday. Mid-week vacations will be allowed as much as possible, as long as no conflict exists, and it will not be detrimental to the service. If conflict exists, an effort to resolve the conflict will be made by local Management and the Union. Any exception (to a Monday start) must be



agreed upon by the employee, the Union and Management, in accordance with the National Agreement, Article 10.3.E.

#### ITEM 7

##### **Whether employees at their option may request two selections during the choice vacation period in units of 5 or 10 days**

Employees shall be granted vacation leave in units of 5, 10, or 15 working days in accordance with the following formula for the "first round":.

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

1. One 5 day vacation (1 work week)
2. One 10 day vacation (2 consecutive work weeks)
3. Two 5 day vacations (1 work week each)

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

1. One 5 day vacation (1 work week)
2. Two 5 day vacations (1 work week each)
3. One 10 day vacation ((2 consecutive work weeks)
4. One 5 day vacation and one 10 day vacation (1 work week and 2 consecutive work weeks)
5. One 15 day vacation (3 consecutive work weeks)

#### ITEM 8

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

Jury duty and attendance at the National, State or Regional Union conventions, shall not be charged to the choice vacation period. The Union will notify the employer as soon as possible of such conventions.

#### ITEM 9

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

For Clerks, all shall be included in one section. There shall be 16% granted leave during the choice vacation period for the first and second round picks, and as stated in item 4 for other leave.

If the 16% is equal to a number (x) plus .50 or more, the next highest full number



will be used. If the 16% is equal to a number (x) plus .49 or less, the next lowest full number will be used.

More than the maximum (16%) of Clerks allowed off may be permitted for cases of immediate family funerals. Every effort shall be made to allow more than the maximum number of Clerks off in cases of immediate family weddings and graduations.

Leave for Maintenance craft employees will be included in the 16% maximum for the Clerks.

Leave shall be by seniority and first come, first served, as described in item 4, with the exception that no more than 3 window trained clerks shall be granted leave on any given day. In addition, only one Maintenance craft employee will be allowed off at one time.

#### ITEM 10

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

In applying for choice vacation selections (first round picks) the USPS Form 3971 will be filled out in <sup>duplicate</sup> triplicate, when submitted by the employee to make his/her vacation choices. The ~~third~~ copy will be returned to the clerk immediately and will serve as official approval of their vacation leave. If the employee is not at work on the date of their vacation choice, the approved 3971 will be returned to him/her on the next day the employee works.

Management shall keep the vacation board updated as selections are made.

#### ITEM 11

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

In accordance with Article 10.4.A of the National Agreement, the employer shall, no later than November 1<sup>st</sup> of each year, post on the bulletin board, 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 Form 3971, in triplicate, to their immediate supervisor, and that supervisor shall immediately sign and date the form signifying that he/she received it, and return one copy immediately to the employee as a receipt. Such receipts shall be awarded on a first come, first served basis. Every effort shall be made by the service to accommodate and approve requests for leave based upon the needs of the service.

### **ITEM 13**

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

Employees will be selected to work on a holiday in the following order.

1. Casuals
2. All part time flexible employees
3. All full time employees who have volunteered to work their holiday or day designated as their holiday by seniority.
4. All 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 VIII shall be by section and or tour**

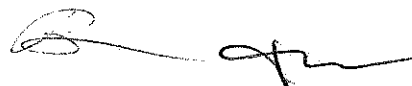
There shall be a separate clerk overtime desired list for each tour. Tour 1 shall include employees who regularly begin their tour between 8PM and 5:59 AM, and Tour 2 shall include employees who regularly begin their tour between 6 AM and 7:59 PM. There shall be a separate overtime desired list for Maintenance.

### **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 meet with the APWU Local president, or designee, on the request. This meeting will be to determine what work is available to the employee requesting light duty.

### **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 or maintenance 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 or maintenance crafts.

**ITEM 17**

**Identification of assignments that are to be considered light duty assignments within each craft represented in this office**

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, Typing and/or data input (if qualified), culling mail, UBBM and others upon mutual agreement.

**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**

Sections shall be designated by tour as follows:

Tour 1 shall include employees who regularly begin their tour between 8 PM and 5:59 am.

Tour 2 shall include employees who regularly begin their tour between 6 AM and 7:59 PM.

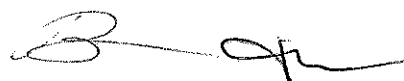
1. Clerk craft section
2. Maintenance craft section
3. VOMA section if the VOMA is represented by the APWU

**ITEM 19**

**The assignment of employee parking spaces**

- A. 230 North Gate facility  
Employees will be allowed to move their cars on the clock to avoid parking tickets. (Per Past Practice)

If additional parking becomes available the parties shall meet and discuss assignment of those spaces. Final resolution of this issue will be included in this LMOU under Item 19.





- B. 27848 Ballard facility  
Parking in excess of USPS needs will be available to craft and management employees on a first come-first served basis.

There shall be spaces designated for motorcycles and bicycle stands for those employees who do not wish to use cars.

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**

Union leave shall not count against an employee's prime time selections nor interfere with any other employee's existing vacation selections.

#### ITEMS 21& 22

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

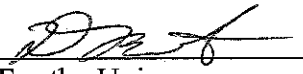
- A. Management shall update the seniority list once each calendar quarter (unless no change occurred that quarter), provide copy of the list to the union within 2 weeks after the start of the quarter, and post the list in a locked glass-enclosed bulletin board.
- B. If the starting time of an assignment is changed beyond a one hour radius of the original posting for Clerks, or two hours for maintenance, the incumbent shall have the option of accepting the new reporting time and the assignment shall be posted. If the incumbent does not accept the new time, the assignment shall be posted for bid.
- C. The employer shall consult/discuss 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, this change shall be explained in the vacancy notice.
- D. All bid vacancy notices shall be posted in locked, glass-enclosed bulletin boards, on or near the clerk craft work area, for (10) calendar days. The bids shall include a posting date and number. PS Forms 1717 shall always be available in a bid box near the bid posting and employees wishing to bid shall turn in the completed

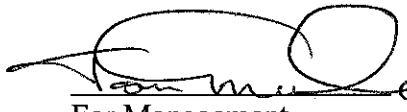


1717 to their supervisors.

- E. The union shall receive a copy of all bid postings, and bid awards on the day that they are posted.
- F. 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.
- G. The parties to this agreement shall schedule a labor-management meeting, on the first or second Friday of each month, to be determined at the previous meeting. The party shall be submitted to the other party at least (3) days prior to the meeting. Items not submitted on the agenda, shall not be discussed, unless mutually agreed to by the parties. It is also understood that the parties may meet more often, if necessary, by mutual consent.

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.

  
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For the Union  
12/23/05

  
\_\_\_\_\_  
For Management  
12/23/05