

**LOCAL MEMORANDUM OF
UNDERSTANDING**

**U.S.P.S. AND A.P.W.U.
Melrose Park, IL.**

September, 2011

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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 Melrose Park Post Office and it's branches/stations 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 2010 National Agreement and it's extensions.

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

When new full-time duty assignments are created or when existing full-time duty assignments are modified, the basic work week shall consist of the following:

1. Five (5) consecutive work days to the maximum extent possible.
2. Fixed days off

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 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 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.

ITEM 4

Formulation of local leave program

1. The leave program as outlined in Item 4 through 12 of this Agreement shall constitute the leave policy at the Melrose Park Post Office and branches.
2. A notice shall be posted on the appropriate bulletin board by November 1st of each year, in order to notify employees of the dates on which they will take their first and second round picks for the following leave year. Employees on leave during the date(s) selected for the first or second round picks must submit PS Form 3971(s), indicating preferences, prior to going on leave. Initial vacation selections, (choice and non-choice vacation picks first round), shall be by seniority, and shall be made beginning December 1st, or the first scheduled workday thereafter of each year. Employees shall be allowed to pick up to 3 weeks in the first round. In applying for choice and non-choice vacation selection (first round picks), the PS Form 3971 will be made out in triplicate when submitted by the employee to make his/her vacation choice. The third copy will be returned to the employee immediately and will serve as official approval or disapproval of their vacation leave. If the employee is not at work on the date of their vacation choice, the approved or disapproved 3971 will be returned to him/her on the next day the employee works. Management shall maintain a vacation board, and update it as selections are granted.
3. Second round picks shall also be by seniority, and commence immediately following completion of the first round. Employees may apply in the second round for leave up to the limit of the amount of annual leave that the employee is projected to earn that year. PSE employees may not submit annual leave selections until the first two (2) rounds are completed. The approved or disapproved 3971's for the second round picks shall be returned to the employee immediately on the day of the second round pick. On completion of second round picks, the leave chart shall be posted within 2 business days.
4. A prepared leave chart will be posted upon completion at the main office and all stations and branches.
5. Seniority by section occupational groups will govern approval of application.
6. An employee bidding from one tour to another shall not cause conflict of scheduled leave on gaining tour and shall be guaranteed his/her prior leave request.
7. After the posting of the leave chart, leave submitted by an employee to his/her immediate supervisor, for a single day or multiple days, at least 15 full days prior to the date of the requested leave shall be returned to the employee by his/her immediate supervisor within 7 days of the submission of the 3971 and shall be considered on a first come, first served basis to the quota set forth in Item 9 of this LMOU. This does not preclude an employee from submitting leave requests less than 15 days prior to the start of the requested leave. *If an employee submit' a PS Form 3971 less than 15 days prior to*

the beginning date of the annual leave request management shall return the PS Form 3971 to the employee either approved or disapproved as soon as possible but no later than 3 days after submission of the PS Form 3971 (time permitting).

8. Cancellations and changes must be made no later than the Friday prior to the start of the leave unless mutually agreed to by management and the union. When a week is declared vacant, at least twenty-one (21) days prior to its scheduled starting date either by resignation of an employee or by a cancellation by the employee, it shall be posted for five (5) days, within twenty-four (24) hours of the cancellation. The senior bidder who has a projected leave balance shall be assigned the period and be notified personally within twenty-four (24) hours whenever possible. The result of the bidding shall be posted within twenty-four (24) hours on the bulletin board nearest the time clock at the main post office and all stations and branches. The union president or his/her designee shall be advised of all changes.

9. The senior union official in the installation shall receive and indicate by signature his/her review of a copy of the prepared leave chart.

10. There will be no trading of vacation leave between employees which will conflict with any stipulation of this local agreement in regards to prime time.

11. Annual leave shall be granted within the following sections:

- A. Distribution Clerks,
- B. Bulk mail,
- C. Sales and Service Associates,
- D. General clerks,
- E. Maintenance craft.
- F. VOMA (if applicable)

ITEM 5

The duration of the choice vacation period(s)

The prime time vacation period is between the First Monday of March and the Saturday following the last full week of November (the Saturday following Thanksgiving) and will include December 26 through January 2.

ITEM 6

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

Monday shall constitute the beginning day of an employee's vacation period



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 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 and State conventions shall be charged to the choice vacation period.

Leave approved for employees who attend union functions, have military duty or jury duty will not count against their allowable Prime Time choices.

ITEM 9

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

The following number of employees shall be allowed annual leave during the choice vacation period ;

- A. 1 Distribution Clerk,
- B. 1 Bulk mail,
- C. 2 Sales and Service Associates,
- D. 1 General clerk,
- E. 1 Maintenance craft.
- F. 1 VOMA (if applicable)

ITEM 10

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

In applying for choice and non-choice vacation selection (first round picks), the PS Form 3971 will be made out in triplicate when submitted by the employee to make his/her vacation choice. The third copy will be returned to the employee immediately and will serve as official approval or disapproval of their vacation leave. If the employee is not at work on the date of their vacation choice, the approved or disapproved 3971 will be returned to him/her on the next day the employee works.

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 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, at their option, may submit application for non-choice vacation periods during the initial rounds of annual leave selections or after the posting of the leave chart. Return of the submitted PS Form 3971's shall be as provided for in Item 4 of this LMOU. Leave submitted by an employee to his/her immediate supervisor, for a single day or multiple days, at least 15 full days prior to the date of the requested leave shall be returned to the employee by his/her immediate supervisor within 7 days of the submission of the 3971 and shall be considered on a first come, first served basis to the quota set forth in Item 9 of this LMOU. This does not preclude an employee from submitting leave requests less than 15 full days prior to the start of the leave. *If an employee submits a PS Form 3971 less than 15 days prior to the beginning date of the annual leave request management shall return the PS Form 3971 to the employee either approved or disapproved as soon as possible but no later than 3 days after submission of the PS Form 3971 (time permitting).*

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

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

ITEM 14

Whether Overtime Desired Lists in Article VIII shall be by section and/or tour

Overtime desired lists shall be on a section and tour basis.

Tour I is defined as any overtime that requires a starting time of 05:59 or earlier.

Tour II is defined as any overtime that requires a starting time of 06:00 or later.

Stations and branches shall maintain independent Overtime Desired Lists.

Overtime opportunities offered and/or worked shall be notated 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

- 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 or Maintenance work per Article 13 of the National Agreement and no such employee shall be assigned clerk or maintenance work to the detriment of any member of the clerk or maintenance 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 may 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 a section

- A. The entire Clerk craft shall constitute a section.
- B. The entire maintenance craft shall constitute a section.

The sections listed in A and B above do not apply to overtime or annual leave.

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

- A. Where space is available, all parking spaces excess to the needs of the Postal Service shall be available for employee parking on a first come, first served basis.



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 Union activities, that is requested prior to the determination of the choice vacation schedule, 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

1. The parties of this agreement shall meet quarterly; the date to be determined at the preceding Labor-Management meeting by mutual agreement of all parties. A meeting may be cancelled by mutual agreement.
2. A minimum of two representatives from management and union shall be present for the Labor-Management meetings. Representatives shall be compensated in accordance with the National Agreement.
3. Agreements reached on agenda items at labor-Management meetings shall be binding upon all parties and shall not be changed except by mutual agreement.
4. 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.
5. 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 its discretion.
6. 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.
7. Management shall maintain a location to provide information regarding available promotional opportunities and procedures, and shall post such information at this location.

ITEM 22

Local implementation of this agreement related to Seniority,
Reassignments, and Posting

A. SENIORITY

1. The employer shall maintain the following seniority lists:
 - a. Clerks
 - b. Maintenance employees by occupational code/level
 - c. VOMA

B. REASSIGNMENTS

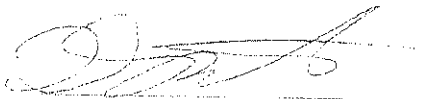
1. The employer shall discuss/consult with the Union regarding changes of work schedules for employees in crafts for which the Union has exclusive recognition prior to implementing any such changes. If the employer decides to change the work schedules for any vacant duty assignment, the Union shall be notified in writing and a notice shall be posted on the appropriate bid boards advising of the action taken.
2. 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 not be posted. If the incumbent does not accept the new time, the assignment shall be posted for bid.
3. 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.
4. 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.

C. POSTINGS

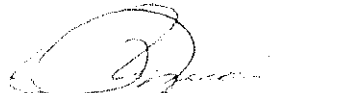
1. In addition to the information required in Article 37 of the National Agreement, all vacancy notices and notices of intent shall include the following items
 - A. Posting number
 - B. Posting date
 - C. Closing time and date
2. Two (2) copies of all vacancy notices and notices of intent shall be furnished to the Union on the date posted.

3. 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. PS Forms 1717 shall always be available in a bid box near the bid posting and employees wishing to bid shall place the completed 1717 in the bid box. The Union will be advised when the bid box is to be opened in order to observe the Form 1717s being removed from the box.
4. Within ten (10) days after the closing date for a posting, the employer shall post an award notice for each vacancy posted, which includes
 - A. The job ID number
 - B. Starting time
 - C. NS days
 - D. The senior or successful bidder
 - E. Seniority dates
5. When bid awards are posted, the Union shall be given a copy of the submitted Form 1717s.
6. Two (2) copies of all award notices, shall be furnished to the Union on the date the notice is posted.
7. All postings of vacancies for bid will be placed in a specific area at the main office and all stations and branches.
8. The successful bidder must be placed in the new assignment within 28 days except in the month of December.

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 2010 National Collective Bargaining Agreement and it's extensions.



For the Union



For Management