

**LOCAL MEMORANDUM OF  
UNDERSTANDING**

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

**DECEMBER 2005**

## **PREAMBLE**

This Memorandum of Understanding is entered into in December 2005 at the Northbrook IL. 60062-9998 Post Office between representatives of the United States Postal service and the designated signatory for the N.W.I.A.L. of the American Postal Workers Union, AFL-CIO, pursuant to the terms and provisions cited in the Local Implementation procedures of the 2000 National Agreement and its extensions.

## **Article XXX**

### **Local Implementation**

#### **B.1 Additional or longer wash-up periods**

A reasonable amount of wash-up time will be granted to clerks when they perform dirty work or work with toxic materials.

#### **B.2 The establishment of a regular work week of five days with either fixed or rotating days off**

There shall be fixed schedules for all full-time regular bargaining unit employees

#### **B.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 may cause the employer to consider the curtailment of operations. In cases of such emergency conditions, the employer will, prior to making a decision to curtail operations, take into account the degree of the emergency, and the accessibility of postal operations to the employees. Management will be responsible for dissemination of information to the employees concerning the termination or curtailment of postal operations because of emergency conditions, if possible. Prior to making a determination to curtail operations, local management will make every reasonable effort to discuss the circumstances with the Union.

#### **B.4 Formulation of Local Leave Program Procedures for Annual Leave during the Choice Vacation Period**

**A.** The leave program as outlined in Item 4 through 12 of this Agreement shall constitute the leave policy at the Northbrook Post Office

**B.** On January 1<sup>st</sup>, or the first workday thereafter management will post a notice on the general bulletin board, and the clerks bulletin board advising clerk employees that selections for the choice vacation period will begin on January 15<sup>th</sup>, or the first workday

thereafter. The actual date will be placed in the official notice. Employees who anticipate not being in attendance on the selected date may submit a P.S. Form 3971 in triplicate to the appropriate designated supervisor indicating their choice of vacation periods, at any time prior to the selected date.

C. On January 15<sup>th</sup>, or the first workday thereafter a designated supervisor will contact each employee, beginning with the senior employee to the extent possible based on the availability of the employee.

D. The senior employees in rotation will be allowed to make their choice vacation selections in full weeks, as provided for under the provisions of Article 10, Section 3.D. of the National Agreement.

E. During the meeting between the employee and the supervisor, the supervisor will place the employee's name on the vacation board in the open choice vacation slot the employee has selected. In addition, the supervisor will provide blank forms of P.S. Form 3971, to the employee for completion covering the selected vacation periods. The employee will complete in triplicate the P.S. Form 3971 and submit it back to the designated supervisor that same day. Leave will be granted under the provisions of paragraph "C" of this section. As employees are granted such leave, they shall be given approved P.S. Form 3971's for their approved leave, at the end of their meeting with the designated supervisor as described above.

F. *Employees not in attendance* on the day that choice selections are made as outlined in Paragraph "B", will be contacted by telephone if practicable, to determine which weeks they wish to select for their choice vacation periods provided they had not previously submitted a P.S. Form 3971, as outlined in Paragraph "A". When an employee cannot be contacted as mentioned above, management will wait not longer than one (1) workday thereafter to make an attempt to contact the employee. A local union steward will be notified of management's inability to contact such individuals, in order that every reasonable effort be made to ensure all employees who desire a vacation during the choice vacation period be given the opportunity to request a vacation.

G. Approval of choice vacation periods will be made by seniority based upon the number of periods (full weeks) available during the choice periods by selections as outlined in Item B-18 of this LMOU, and the numbers allowed leave during each week of the choice vacation period outlined in Item B-9 of this LMOU.

H. After approval of all choice vacation selections have been completed and posted on the vacation board, the vacation board will be posted on the clerks bulletin board located on the workroom floor, not later than January 31<sup>st</sup> of each calendar year.

**B.5 The duration of the choice vacation period**

The Choice Vacation Leave period shall be from April 1<sup>st</sup> through the end of the service week in which November 30<sup>th</sup> falls, and December 26<sup>th</sup> through January 1<sup>st</sup>. Except for the week after Christmas leave weeks will begin on Mondays as explained in Item B-6 of this LMOU.

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

Vacations shall begin on Mondays.

**B.7 Whether employees at their option may request two (2) selections during the choice vacation period in units of either 5 or 10 days**

Employees shall be granted vacation 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)

**B.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 or State conventions shall not be charged to the choice vacation period.

**B.9 Determination of the maximum number of employees who shall receive leave each week during the choice vacation period**

When requested during the choice vacation selection period, the number of employees who shall receive annual leave during the choice vacation period as outlined in accordance with sections defined in Item 18 of this LMOU, will be as follows:

- Section 1 = Two (2) employees or 13% of the section whichever is greater.
- Section 2 = One (1) employee or 10% of the section whichever is greater.
- Section 3 = One (1) employee or 10% of the section whichever is greater.
- Section 4 = Two (2) employees or 13% of the section whichever is greater.
- Section 5 = One (1) employee or 10% of the section whichever is greater.
- Section 6 = One (1) employee.
- Section 7 = One (1) employee.

**B.10 The issuance of official notices to each employee of the vacation schedule approved for such employee**

Employees shall be given the r approved P.S. Form 3971(s) at the end of their meeting with the designated supervisor as described in Item B-4 D. of this LMOU.

**B.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<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.

**B.12 The procedures for submission of application for annual leave during other than the choice vacation period**

Requests for incidental Annual Leave will be submitted on triplicate P.S. Form 3971 to the employee's immediate supervisor no earlier than 120 days in advance, and no later than Tuesday prior to the service week in which the Annual Leave is to be taken. Supervisor's will automatically approve or disapprove such requests and shall be returned within 72 hours to the employee. Supervisor's shall hold all disapproved P.S. Form 3971's (after the 6% minimum) for review and consideration up to one week prior to the date requested.

When requested, 6% of the employees in each section as defined in Item B-18 of this LMOU will be granted leave during periods other than the choice vacation period.

**B.13 The method of selecting employees to work on a holiday**

1. Part time Flexible Employees
2. All Full time Employees who have volunteered to work their holiday or day designated as their holiday by seniority.
3. All Full time Employees who have volunteered to work their non-scheduled day by seniority.
4. Casual Employees
5. All Full time Employees who have not volunteered to work their non-scheduled day by juniority.

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day by juniority.

- 6. All Full time Employees who have not volunteered to work their holiday or day designated as their holiday by juniority.

A notice entitled "Holiday Volunteer List" shall be posted on the Clerks Official Bulletin Board approximately 20 days before each holiday, and such list shall remain posted until the close of business on the Monday before the service week preceding the week of the holiday. Those eligible employees who wish to volunteer for holiday work may sign their name(s) on this list.

**B.14 Whether "Overtime Desired" lists in Article 8 shall be by section and/or tour**

The Overtime Desired List(s) shall be by tours as follows

- Tour 1 : Tour of duty starts between 0001 hours and 0399 hours.
- Tour 2 : Tour of duty starts between 0400 hours and 1199 hours.
- Tour 3 : Tour of duty starts between 1200 hours and 1999 hours.

Employees possessing the necessary skills may be utilized in any of the three tours when the need for overtime on any tour arises. A notice will be posted 14 days prior to the beginning of each postal quarter, and shall remain posted until the close of business on the last day of the month of the past quarter. Employees who desire to be on the OTDL shall sign their name as a preference on either a 10 hour or 12 hour list. After the list has been completed, a copy will be given to the local Union steward.

**B.15 The number of light duty assignments within each craft or occupational group to be reserved for temporary or permanent light duty assignment**

Light duty assignments will not be specifically designated but will be determined by the amount of light duty work available, the employee's medical restrictions, and the needs of the service. Information concerning light duty assignments will be made available to the Union. Clerk light duty assignments shall include letter cases, answering telephones, mark up typing, nixies, unclaimed certified and all classes of retention mail, copy machine duties, light filing, and other duties upon mutual agreement.

**B.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 assignments will be established which will not adversely affect the bid assignments of regular employees. Vacant assignments or duties that are supplemental to regular assignments will be used.

**B.17 The identification of assignments that are to be considered light duty within each craft represented in the office**

Every reasonable effort will be made to assign employees to light duty work within their duty assignment, tour, section and craft prior to the assignment, tour, section and craft.

**B.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**

DEFINITION OF SECTIONS

- Section 1. Tour 1, Mail Processing employees whose tour of duty starts between 0001 hours and 0399 hours.
- Section 2. Main office window section and stations/customer service employees with financial accountability as a determining factor.
- Section 3. Administrative Clerks. Clerks performing administrative and support functions with no financial accountability.
- Section 4. Tour 2 Mail Processing employees whose tour of duty starts between 0400 hours and 1199 hours.
- Section 5. Tour 3 Mail Processing employees whose tour of duty starts between 1200 hours and 1999 hours.
- Section 6. Maintenance Craft employees.
- Section 7. VOMA (If represented by the APWU).

If new position(s) are added, Union and Management shall meet to discuss whether such position(s) shall be made part of an existing section, or shall be a separate section. Final agreement or resolution of this issue shall be made part of this LMOU.

**B.19 The assignment of employees parking spaces**

The present parking program at the Northbrook Post Office shall remain in effect. If additional parking spaces become available, Union and Management shall meet and discuss allocation of those spaces. Final resolution of the issues shall be added to Item 19 of this LMOU.

**B.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 leave period, shall not be counted against the percentages of leave approved during the choice vacation leave period.

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

The installation head shall post and furnish a copy of an updated seniority list to

*Handwritten initials/signature*

the local Union on a semi-annual basis.

When a vacant position is under consideration for reversion, the local Union President will be given an opportunity for input prior to a decision being rendered.

**B.22 Local implementation of this Agreement relating to seniority, reassignments and postings**

In accordance with the provisions in Article 37.3.A.4, if the starting time of a duty assignment (Clerk craft, Maintenance Craft, or VOMA) is changed in excess of two (2) hours, the incumbent will be given the option of accepting or declining the change. If the incumbent elects to decline the assignment with the change, the assignment will be reposted.

This memorandum of Understanding is entered into in December 2005 at the Northbrook Post Office in Northbrook, Illinois between the representatives of the United States Postal Service and the designated representative of the American Postal Workers Union pursuant to the local implementation provisions of the extension of the 2000 National Agreement.

*Jacob Engelhart*  
For the Union

*[Signature]*  
For the U.S.P.S.