

**LOCAL MEMORANDUM OF  
UNDERSTANDING**

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

**DECEMBER 2005**

## **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 Winnetka Illinois Post Office and it's branches/stations at Hubbard Woods and Northfield, 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 2000 National Agreement and it's extensions.

## **ITEM 1**

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

The U.S. Postal Service shall continue to grant reasonable wash-up time to those employees who work with toxic materials or to employees who become sufficiently dirty. This shall include reasonable wash-up time before lunch and reasonable wash-up time at the end of each tour.

## **ITEM 2**

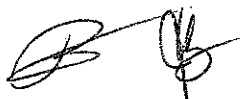
### **The establishment of a regular work week of five days with either fixed or rotating days off**

There shall continue to be fixed schedules for all full-time regular employees.

## **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**

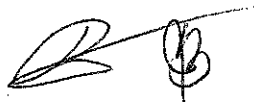
- A. Local Management will make every effort to notify employees by telephone of curtailment of operations, and /or notify local media of such curtailment (such as WBBM radio).
- B. Prior to making a determination to curtail operations when emergencies such as extreme weather conditions, natural disasters, or civil disorders develop, local Management shall make every reasonable effort to discuss the circumstances with the local Union, whenever possible. In these conditions, Management shall make every 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. 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.
- 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 November of each year (December in the year 2005 for 2006 leave year requests).
- 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 preferences, 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 3 weeks in the second round, as described in item 7. They may only apply for the amount of annual leave they are projected to have, after counting annual leave used in the first round. The approved 3971s 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.
- G. 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. 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 after submission of the 3971. These requests shall be approved on a first come, first served basis, provided the employee has a projected annual leave balance, to the percentages listed in item 9 of this LMOU. If the request is not returned to the employee either approved or disapproved within 7 days of the submission of the 3971, the request shall be considered approved.
- I. If the employee cancels a first or second round selection, and gives management 14 or more days before the first date of that leave, Management shall, within 2 business days, post that time up for application, for 7 days. The senior applicant who has a projected annual leave balance shall be granted that time, with notice given to him/her within 2 days. Management shall immediately notify the Union of any cancellations of



annual leave.

#### **ITEM 5**

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

The choice vacation period shall be from the first date of the leave year per Item 4 of this LMOU through November 30, and from December 25 through the end of the leave year.

#### **ITEM 6**

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

The beginning day of the 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 conflicts exist, an effort to resolve the conflict will be made by local Management and the Union. Any exception (to the 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 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 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.

An employee who is called to jury duty during his/her scheduled choice vacation period shall be eligible to select another available period, per item 7, 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**

For Clerks, all shall be included in one section, including those at branches. There shall be 12% granted leave during the choice vacation period for the first and second round picks, and for other annual leave.

If the 12% is equal to a number (x) plus .50 or more, the next highest full number will be used. If the 12% is equal to a number (x) plus .49 or less, the next lowest full number will be used.

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

**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 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**

A handwritten signature in black ink, consisting of a stylized 'B' followed by a vertical line and a loop.

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 hot 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. Normally, the request should not be submitted more than 120 days in advance. Exceptions to the 120 day limit may be made for, but not limited to, weddings, anniversaries, religious events. Employees will be notified within seven (7) days whether the leave has been approved or disapproved for the particular day or days or shall be considered approved. Such requests 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.

#### 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. Full-time volunteers on designated holidays, by seniority
2. Casuals and part time flexible employees
3. Full time volunteers on non-scheduled days, by seniority.
5. Full time non-volunteers on their non-scheduled day, by juniority
6. Full time non-volunteers on their holiday, by juniority.

#### ITEM 14

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

A. Lists shall be by tour and section. Sections are defined in item 18. Tours are defined as follows:

- |         |  |
|---------|--|
| Tour 1: | Starting time between 8 PM and 5:59 AM |
| Tour 2: | Starting time between 6 AM and 7:59 PM |

B There shall be two (2) ODLs in each section; and extended schedule ODL and a non-scheduled day ODL. The employee can sign up for either one, or both lists. 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**

When an employee requests light duty in accordance with the provisions of Article 13 of the National Agreement, the installation head, or his/her designee, shall meet with the APWU Local President, or his/her 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 carrier is assigned clerk craft work and no carrier craft employee shall be assigned clerk or maintenance craft work to the detriment of any member of the clerk/maintenance crafts.

#### **ITEM 17**

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

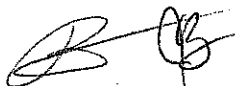
- A. Clerk light duty assignments shall include Letter cases, answering phone, mark up, nixies, unclaimed certified mail and others upon mutual agreement.
- B. The primary consideration shall be to reasonably accommodate the employee within their bid duty assignment.

#### **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**

Sections shall be designated by tour as follows:

- 1. Distribution Clerks who start between 8PM and 5:59 AM, at Winnetka
- 2. Non-window Clerks who start between 6 AM and 7:59 PM, At Winnetka
- 3. Maintenance craft section
- 4. Window Clerks at Winnetka



5. Clerks at Hubbard Woods
6. Clerks at Northfield
7. VOMA (if APWU craft)

#### **ITEM 19**

##### **The assignment of employee parking spaces**

A feasibility study consisting of a labor-management committee shall survey the spaces west of the post office building, to see if any are available for employees, and not needed for postal vehicles. Those not needed for postal vehicles shall be available for all employees (if found feasible) on a first-come, first-served basis.

#### **ITEM 20**

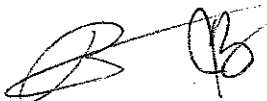
##### **The determination as to whether annual leave to attend Union activities requested prior to the determination of the choice vacation schedule is to be part of the total choice vacation plan**

Annual leave to attend Union activities requested prior to the determination of the choice vacation schedule, is not to be part of the total choice vacation plan.

#### **ITEM 21**

##### **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 on the West wall.
- B. The APWU shall be provided a separate bulletin board for APWU use only, in the Winnetka swing room; The union may add a glass enclosure and a lock for the bulletin board, at its discretion. The APWU shall be permitted use of the general bulletin board at Hubbard Woods, and continued use of the current bulletin board in Northfield.
- C. The parties to this agreement shall schedule a labor-management meeting, once each quarter to be determined at the previous meeting barring any unforeseen emergency. The agenda will be exchanged prior to the agreed meeting date. The meeting will start prior to 9:30 AM. Items not placed on such agenda, may be discussed only by mutual consent of the parties. With the approval of their supervisor, an officer of the Union may give information pertaining to the Clerk/Maintenance craft over the PA system. It is understood that the parties may





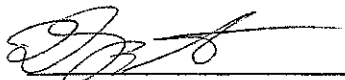
meet more often, or less often, than quarterly, by mutual consent.

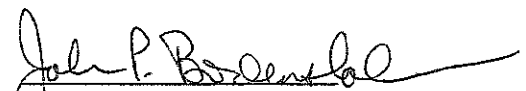
## ITEM 22

### Local implementation of this Agreement relating 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. If the starting time of an assignment is changed beyond a 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 be posted. If the incumbent does not accept the new time, the assignment shall be posted for bid.
  - C. Postings
    - 1. The union shall receive a copy of all bid postings, and bid awards on the day that they are posted.
    - 2. All bid vacancy notices shall be posted in locked, glass-enclosed bulletin boards, on or near the "hot bulletin board" on the West wall at Winnetka and on the appropriate locations in Hubbard Woods and Northfield, 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.

This Memorandum of Understanding consisting of eight (8) 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  
12/21/05

  
For Management