

**LOCAL MEMORANDUM OF
UNDERSTANDING**

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

September, 2011

B

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 Winfield, Illinois Post Office for which the APWU 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 its extensions.

SEPARABILITY

Should any part of this Memorandum of Understanding or any provision contained herein be rendered or declared invalid, by reason of an existing or subsequently enacted legislation or by a court of competent jurisdiction, such invalidation of such part or provision of this Memorandum of Understanding shall not invalidate the remaining portions of this Memorandum of Understanding, and they shall remain in full force and effect.

ITEM 1

Additional or longer wash-up periods

The Employer shall grant reasonable wash-up time.

ITEM 2

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

All full-time regular clerks at the Winfield Post Office shall have a five (5) day work week starting on Saturday and ending on Friday. Full-time regular clerks shall have Sundays as a fixed non-scheduled day and one additional consecutive rotating non-scheduled day (Mondays excluded).

The Employer shall post the work schedule for all Regular and PTF clerks no later than the Tuesday prior to the work week.

The Employer shall maintain an updated list on the bulletin board showing the starting times of all regular clerks.

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, the Employer will notify all employees at the earliest possible time.

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

- A. The Employer shall maintain an updated list, on the bulletin board near the time clock, listing the clerks in seniority order.
- B. Management will institute a master leave calendar. This calendar will be kept in a centrally located area. Each employee will make application for annual leave on a Form 3971 which they will turn in to their supervisor upon completion of their selections. Management shall keep the vacation board updated as selections are made.
- C. The leave year will begin on the first day of the first full pay period in January of each year and end on the last day of the last full pay period of the year so established. The period of December 1 through December 24 shall be considered non-prime time. Requests for leave from December 1 through December 24 shall be granted only if the needs of the office permit.
- D. A copy of the master leave calendar (vacation board) shall be passed around starting with the senior clerk, in seniority order, until the junior clerk has made his or her selections.
- E. The vacation board shall commence no later than the first full week in December but no sooner than the Monday following Thanksgiving, starting with the senior clerk and ending with the junior Clerk. There shall be two (2) rounds for both choice prime time and non-prime time selections, until each employee has had a total of two (2) selections. Each employee, as entitled, may select up to four (4) weeks during their first round selection. PSE employees may not make a selection until all career Clerks have completed their two (2) rounds of selections.
- F. During the initial selection process, requests for choice prime time and non-prime time annual leave will not exceed a combined total of four (4) annual weeks, the exception being those employees who earn five (5) weeks of annual leave per year may request a combined total of five (5) weeks of choice prime and non-prime annual leave.

B

G. On the first round for choice prime time vacation selection, no clerk may select more than a total of two weeks or ten (10) working days.

H. Trading of vacations shall not be permitted.

I. Any clerk may not delay the vacation selection for over seventy-two (72) hours. In the event a clerk would not be present when his or her sequence of selection arrives, he or she may submit the selection to the supervisor before he or she departs or by telephone by 10:00 am on the designated day of their selection.

J. Any employee not indicating his or her vacation selection during the time allotted for them will be considered the senior bidder on the day their vacation selection is submitted.

K. After all clerks have made their two (2) initial selections, applications for leave shall be approved on a first come, first served basis..

ITEM 5

The duration of the choice vacation period(s)

The choice prime time vacation period shall begin with the third full week in May and end with the third full week in September. In addition, the entire week prior to Easter, the week of Thanksgiving, and the first full week after Christmas, shall be considered as choice prime time vacation. The remaining time in the leave year shall be considered and referred to as non-prime time.

ITEM 6

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

The vacation week shall begin on Monday and end on Sunday.

ITEM 7

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

A. At his or her option, the employee earning up to thirteen (13) days annual leave per year may request two (2) selections during the prime time vacation period in units of one (1) week or two (2) weeks.

B. At his or her option, the employee earning up to twenty-six (26) days annual leave per year may request two (2) selections during the choice prime time vacation period in units of one (1), two (2) or three (3) weeks.

- C. On the first round for choice prime time vacation selection, no clerk may select more than a total of two (2) weeks.
- D. Requests for less than one week of leave may not be submitted during the initial selection process for non-prime time or choice prime time vacation leave.
- E. During the initial selection process, requests for choice prime and non-prime time annual leave will not exceed a combined total of four (4) annual weeks, the exception being those employees who earn five (5) weeks of annual leave per year may request a combined total of five (5) weeks choice prime and non-prime annual leave.
- F. Employees may cancel their scheduled vacation, provided they notify the Employer of such cancellation at least ten (10) days prior to the start of the vacation period. The canceled period will be posted for seven (7) calendar days and the senior clerk applicant will be granted the total leave time by seniority.
- G. Requests for canceled annual leave, in units of less than one week, shall be made on Form 3971 and may be granted if the needs of the office permit.
- H. The vacation board for non-prime time vacation selection shall commence at the same time as the choice prime time vacation selection, as noted in Item 4, Paragraph 5. Starting with the senior clerk, he or she will have seventy-two (72) hours to make his or her selection by completing Form 3971. His or her selection will then be posted on the vacation board. This process shall continue, by seniority, until the junior clerk has made his or her selection. There shall be two (2) rounds of combined non-prime time and choice prime time vacation selections. PSE employees may not make a selection until all career Clerks have completed their two (2) rounds of selections.
- I. The vacation selection may not be delayed for over seventy-two (72) hours by any clerk. In the event a clerk would not be present when his or her sequence of selection arrives, he or she may submit the selection to the supervisor before he or she departs or by telephone by 10:00 am on the designated day of their selection.
- J. Any employee not indicating his or her vacation selection during the time allotted for selection will be considered the senior bidder on the day their vacation selection is submitted

ITEM 8

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

Jury duty, military leave and convention leave shall not comprise a clerk's prime vacation selection. Jury duty and military leave shall not constitute a part of the station's quota for leave. Convention leave shall constitute a part of the station's quota for leave.



Convention leave is defined as leave for the State and National conventions. Any vacation weeks reserved for and not used by delegates shall be treated as cancelled vacation weeks.

ITEM 9

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

A maximum of one (1) clerk shall be allowed annual leave each week during the choice prime time vacation period.

All cancelled leave for choice prime time selection must be in full weeks.

ITEM 10

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

Employees desiring annual leave during other than prime time vacation shall submit a request on Form 3971 to the supervisor. Such leave shall be granted on a seniority basis, starting with the senior regular clerk and ending with the junior clerk. No such requests shall be unreasonably denied. Management shall approve or disapprove the leave request by posting approved leave on the vacation board. Disapproved leave will be annotated on Form 3971 and returned to the employee within seventy-two (72) hours. PSE employees may not make a selection until all career Clerks have completed their two (2) rounds of selections.

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

Any employee may request leave for an open period. All requests shall be submitted to the supervisor on Form 3971 in triplicate, and must be signed and dated as notified at that time. The duplicate Form 3971 shall be returned to the employee within seventy-two (72) hours, otherwise, the leave requested will be considered approved.

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 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

A. Application for leave during non-prime time shall be submitted on a Form 3971 in triplicate, seven (7) days prior to the requested leave date, and must be signed and dated by the supervisor notified at that time. The duplicate copy of said form shall be returned to the employee approved or disapproved, with the reason stated for the latter, within three (3) days. If not returned to the employee within three (3) days the request will be considered approved.

B. The non-prime time vacation selections shall commence no later than the first full week in December but no sooner than the Monday after Thanksgiving each year, beginning with the senior clerk and ending with the junior clerk. There shall be two (2) rounds for non-prime time. These procedures are explained in Item 4 Paragraph 5. PSE employees may not make a selection until all career Clerks have completed their two (2) rounds of selections.

C. After all clerks have made their two (2) initial selections, application for leave shall be approved on a first come, first served basis.

ITEM 13

The method of selecting employees to work on a holiday

The Employer shall select clerks to work on a holiday in the following order:

1. Part time flexible clerks.
2. Full time regular clerks who volunteer to work their holiday or day designated as their holiday.
3. Full time regular clerks who volunteer to work their non-scheduled day.
4. All PSEs
5. Full time non-volunteers to work their non-scheduled day, by juniority.

ITEM 14

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

The overtime desired list for the clerks at the Winfield Post Office shall be installation wide.

ITEM 15

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

Light duty assignments will not be specifically designated, but shall be determined by the Employer taking into consideration the individual's limitations and their doctor's recommendations.

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

The Employer shall review each temporary light duty assignment every thirty (30) days. No carrier craft employee shall be assigned to the clerk craft to the detriment of any clerk craft employee.

ITEM 17

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

All legitimate requests for light duty assignments shall be granted to the greatest extent possible.

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

For the purpose of reassignments within the installation, the entire clerk craft shall constitute one section.

ITEM 19

The assignment of employee parking spaces

The parking lot adjoining the Winfield Post Office shall continue to be made available to the clerks 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 for Union business submitted prior to the determination of the choice vacation leave period selections shall be charged to the quota indicated in Item 9.

ITEM 21

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

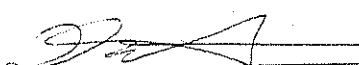
- A. Management shall maintain a location to provide information regarding available promotional opportunities and procedures and shall post such information at this location
- B. The APWU shall be provided a separate bulletin board for use per Article 22 of the National Agreement.

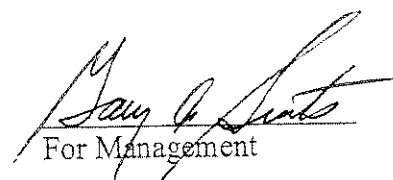
ITEM 22

Local implementation of this Agreement related to seniority, reassignments and posting

- A. In accordance with the provisions in Article 37.3.A.4, if the starting time of a duty assignment 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.
- B. 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.
- C. 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.

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 2010 National Collective Bargaining Agreement and its extensions.


For the Union


For Management