

**LOCAL MEMORANDUM OF
UNDERSTANDING**

**USPS and APWU
Kenilworth, IL.**

OCTOBER 2016

PREAMBLE

This Memorandum of Understanding is entered into in December 2005 at the Techny, IL. Post Office, between the representative 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.

ITEM 1

Additional or longer wash-up periods

Management shall grant reasonable wash-up time for employees.

ITEM 2

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

The regular work week of five days with fixed days off is established for full-time employees. To the maximum extent possible the non-scheduled days shall be consecutive.

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 the parties that emergency conditions may arise which may cause the employer to consider possible curtailment or termination of postal operations. In cases of such emergency conditions, the employer, prior to making a decision to curtail or terminate operations, will take into account the degree of the emergency, and the welfare of the employees. Management will be responsible for dissemination of information to the employees and explore the possibility of utilizing television and radio to notify employees. Prior to curtailment or termination of postal operations management shall make every reasonable effort to discuss the circumstances with the Union.

ITEM 4

Formulation of local leave program

A. On December 1st, or on the first workday thereafter, management shall post a notice on the general bulletin board, and on the Clerk bulletin board, advising the employees that selections for the choice and non-choice vacation periods will begin on December 15th, or the first workday thereafter. The actual date shall be included in the

official, posted notice. Employees who anticipate not being in attendance on the selected date may submit a PS Form 3971 in triplicate to the appropriate supervisor indicating their choice of vacation periods, prior to the date for the vacation selections.

B. On December 15th, or the first workday thereafter, the designated supervisor will contact each employee, beginning with the senior employee, in order for the employee to submit their PS Form 3971 notifying management of their vacation selection(s).

C. There shall be one round for the initial selection of leave. Employees shall follow Item 7 of this LMOU when making their initial round selections. Upon completion of the initial round, employees may submit PS Form 3971s for incidental leave requests for choice and non-choice vacation periods. Management shall grant incidental leave, to the limit set forth in Item 9 of this LMOU, on a first come, first served basis, provided the employee has a projected annual leave balance. Incidental leave requests may be submitted throughout the leave year for both choice and non-choice vacation periods. Incidental leave shall not be limited to full weeks.

D. Except in serious emergency situations, no employee may be required to cancel annual leave already approved.

E. Cancellations and changes to vacation selections must be made prior to the beginning of the leave week.

ITEM 5

The duration of the choice vacation period(s)

The duration of the choice vacation period shall be the first Monday in May through the Saturday after the last full service week in September.

ITEM 6

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

The beginning day of an employee's vacation period shall begin on Monday.

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 5 day vacation
2. One 10 day vacation
3. Two 5 day vacations

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

1. One 5 day vacation
2. Two 5 day vacations
3. One 10 day vacation
4. One 5 day vacation and one 10 day vacation
5. One 15 day 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 National or State conventions shall not be charged to the choice vacation period.

ITEM 9

DETERMINATION OF THE MAXIMUM NUMBER OF EMPLOYEES WHO SHALL RECEIVE LEAVE EACH WEEK DURING THE CHOICE VACATION PERIOD

Due to their being just a handful of employees, in lieu of a percentage of employees granted leave, their shall be no less than one (1) Clerk granted annual leave during the choice vacation period.

If there is an increase in the Clerk compliment the Union and management shall meet to determine if additional Clerks shall be granted leave or if a percentage can be established.

ITEM 10

THE ISSUANCE OF OFFICIAL NOTICES TO EACH EMPLOYEE OF THE VACATION SCHEDULE APPROVED FOR SUCH EMPLOYEE

For the initial round of vacation selection, management shall sign and return the PS Form 3971 to the employee, either approved or disapproved, immediately. For incidental leave requests If an employee submits the PS Form 3971 at least 30 days prior to the first date of the leave, management shall return the third copy of the PS Form 3971 to the employee no later than 10 days after the PS Form 3971 was submitted or the leave

shall be considered approved. If the PS Form 3971 is submitted less than 30 days in advance of the requested leave, management shall return the PS Form back to the employee no later than 2 days after submission.

ITEM 11

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

No later than November 1st of each year, management shall post a notice on the appropriate bulletin board(s) notifying employees of the beginning date of the new leave year

ITEM 12

The procedures for submission of applications for annual leave during other than the choice vacation period

- A. The provisions set forth in Item 4 of this LMOU shall be followed for initial round selections on non-choice vacation selections.
- B. There shall be no less than 1 Clerk granted leave during the non-choice vacation period except for the period of December which shall be at management's discretion based upon fairness, the needs of the service, and the reasonableness of the request. Reasons for granting annual leave in December shall include, but is not limited to weddings, religious events (Bar Mitzvas, Confirmations etc), anniversaries.

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

- A. All part time flexible employees
- B. All full time employees who have volunteered to work their holiday or day designated as their holiday by seniority.
- C. All full time employees who have volunteered to work their non-scheduled day by seniority.
- D. Casuals
- E. Full time employees who have not volunteered to work their non-scheduled day, by juniority
- F. 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 8 shall be by section and/or tour

The overtime desired lists shall be by section and tour and shall consist of a non-scheduled day list as well as an incidental (before and after tour) list.

ITEM 15

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

Management shall accommodate as many light duty employees as possible when employee(s) request in accordance with Article 13 of the National Agreement. Management shall explore reasonable accommodation within the employee's bid duty assignment prior to assigning other duties.

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.

No employee will be given a light duty assignment to the detriment of employees in the regular work force. Management shall assign employees within their own craft to the maximum extent possible. Prior to assigning an employee across craft lines Management shall discuss the assignment with the Union.

ITEM 17

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

Management shall give full consideration to the employee's physical limitations and job skills when assigning light duty assignments. Management shall review light duty assignments as necessary but no longer than every 90 days.

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

The entire facility shall constitute a section within each craft.

ITEM 19

The assignment of employee parking spaces

The current parking policy shall remain in effect.

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 prior to the determination of the choice vacation schedule shall not be charged to the percentages in Item 9 of this LMOU.

ITEM 21

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

- A) Upon written request, the Union and Management shall meet quarterly or more often as mutually agreed upon by both parties.
- B) All craft employees, upon written request, will be given an appointed time and date and allowed to inspect their Official Personnel Folders (OPF), quarterly.

ITEM 22

Local implementation of this Agreement relating to seniority, reassignments and postings

- A. SENIORITY
 - 1. 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.
 - 2. The employer shall maintain the following seniority lists:
 - a. Clerks
 - b. Maintenance employees by occupational code/level (if applicable)
 - c. VOMA (if applicable)
- B. REASSIGNMENTS

1. If the starting time of an assignment is changed beyond 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 not be posted. If the incumbent does not accept the new time, the assignment shall be posted for bid.
2. 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.
3. 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. 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. When new jobs are posted for bid, the Union will be consulted by Management before the posting is made. The Union will receive a copy of the posting, and a copy of the award of the job showing the successful bidder.
3. Requests for bids for newly created or vacant assignments, shall be posted in a secured, enclosed bulletin board, in a prominent location accessible to all employees, for 10 calendar days.
4. A notice shall be posted for ten (10) days on the clerk Craft bulletin board notifying part-time flexible employees of the opportunity for conversion to full-time and the time, date and location within which preferred selection notices shall be returned
5. Within ten (10) days after the closing date of the notice period, the employer shall post a notice listing the position assigned to each employee, each employee's seniority date and the effective date of each assignment.
6. Management shall maintain a location to provide information regarding available promotional opportunities and procedures, and shall post such information at this location.

This Local Memorandum of Understanding covers all other crafts which the American Postal Workers Union has exclusive recognition.

This Memorandum of Understanding is entered into in October 2016 at the Kenilworth Post Office in Kenilworth Illinois 60043 by and between representatives of the United States Postal Service, Kenilworth Post Office and the designated representative of the Northwest Illinois Area Local of the American Postal Workers Union AFL-CIO, pursuant to the local implementation provisions of the 2015-2018 National Collective Bargaining Agreement.



For USPS



For APWU