

1990 LOCAL MEMORANDUM OF UNDERSTANDING

UNITED STATES POSTAL SERVICE

PEORIA, IL 61601

and

MAIL HANDLERS UNION, LOCAL 306

PEORIA, IL 61601

This Memorandum of Understanding, consisting of 6 pages, is entered into on May, 1991 at Peoria, Illinois between the above captioned parties pursuant to the local implementation provisions of Article 30 of the 1990 National Agreement.

Article 30 - LOCAL IMPLEMENTATION Pursuant to Article 30 of the 1990 National Agreement, the parties enter into the following local memorandum of understanding, provided that no provision of this local memorandum is inconsistent with or varies the terms of the National Agreement:

Item A. ADDITIONAL OR LONGER WASH-UP PERIODS

Employees who perform dirty work or work with toxic materials shall be granted a reasonable amount of wash-up time.

It is understood that current local policy as to the determination of what is a reasonable amount of necessary wash-up time will remain in effect for the duration of the 1990 Memorandum.

(1990 National Agreement, Article 8.9)

Item B. GUIDELINES FOR THE CURTAILMENT OR TERMINATION OF POSTAL OPERATIONS TO CONFORM TO LOCAL AUTHORITIES OR AS LOCAL CONDITIONS WARRANT BECAUSE OF EMERGENCY CONDITIONS.

In the event of a curtailment or termination of Postal operations to conform to the orders of local authorities or as local conditions warrant because of emergency conditions, the following will apply:

1. If on duty, employees will be notified of what emergency action to take.
2. If off duty, the employer will make every effort to notify employees through available media as is necessary and appropriate.
3. Off duty employees will make every attempt to contact their pay locations for instructions.

In emergency situations, the safety of employees will be given full consideration in Management's decision.

Final determination to curtail or terminate operations to conform to orders of local authorities or as local conditions warrant because of emergency conditions will be made by the Postmaster or his designee.

(1990 National Agreement, Article 3)

Item C. FORMULATION OF LOCAL LEAVE PROGRAM

The formal vacation scheduling period shall be February 15th through the last day of the month of February.

Except for the annual leave selections made during, and as part of the formal vacation scheduling, all requests for incidental leave will be approved/disapproved by the supervisor within a reasonable time period to allow employees to take appropriate action for purposes of planning their leave.

In reference to the scheduling of leave pursuant to Article 10.5 (c), such requests for vacant weeks must be made and taken in increments of full weeks (40 hours). The requesting employee must have an annual leave balance sufficient to schedule the entire week period or else forfeit the annual leave selection. If, at the time of the requested leave, the employee does not have sufficient annual leave to cover the requested week, all rights to any position of the week are waived.

All request for annual leave will be submitted by the employee on a PS Form 3971. Requests should be submitted a minimum of 72 hours in advance whenever possible.

(1990 National Agreement, Article 10)

Item D. THE DURATION OF THE CHOICE VACATION PERIOD

The choice vacation period will commence on the last Saturday in March and run through the last full week in November. Further, December 26th to January 1st shall be considered as a week and is included in the choice vacation period for vacation scheduling purposes.

(1990 National Agreement, Article 10)

Item E. THE DETERMINATION OF THE BEGINNING DAY OF AN EMPLOYEE'S VACATION PERIOD

The beginning day of an employee's vacation period will normally be on Saturday. However, if an employee has Saturday as a scheduled work-day and is off on Sunday, the employee may request and, upon approval of Management, may start his/her vacation period on Monday.

(1990 National Agreement, Article 10)

Item F. WHETHER EMPLOYEES AT THEIR OPTION MAY REQUEST TWO SELECTIONS DURING THE CHOICE VACATION PERIOD IN UNITS OF EITHER 5 OR 10 DAYS

Employees eligible for 15 days of annual leave can take 15 consecutive days, or 10 days and 5 days, or 5 days and 5 days. Employees eligible for 10 days of annual leave can take 10 (consecutive), or 5 days and 5 days.

(1990 National Agreement, Article 10)

Item G. 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 Convention will not be charged against the choice vacation period.

(1990 National Agreement, Article 10)

Item H. DETERMINATION OF THE MAXIMUM PERCENTAGE OF EMPLOYEES WHO SHALL RECEIVE LEAVE EACH WEEK DURING THE CHOICE VACATION PERIOD.

Last Saturday in March until last Saturday in April-----10%
Last Saturday in April until second Saturday in July----12%
Second Saturday in July and extending for 3 weeks-----14%
End of above 3-week period until last Saturday in Oct.--12%
Last Saturday in October thru last full week in Nov.----05%
December 26 until January 1 (scheduled as weekly-----10%
increment only)

(1990 National Agreement, Article 10)

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

A copy of the final vacation schedule will be posted on the bulletin board near the Parcel Post Unit by the East Dock. That posting will apply for all tours.

(1990 National Agreement, Article 10)

Item J. DETERMINATION OF THE DATE AND MEANS OF NOTIFYING EMPLOYEES OF THE BEGINNING OF THE NEW LEAVE YEAR

Notification of the beginning date of the new leave year will be posted on all official bulletin boards no later than December 1st.

(1990 National Agreement, Article 10)

Item K. THE PROCEDURES FOR SUBMISSION OF APPLICATIONS FOR ANNUAL LEAVE DURING OTHER THAN THE CHOICE VACATION PERIOD

Requests for incidental annual leave shall be taken on a first come/first serve basis. The requests shall be made on a PS Form 3971 and should be submitted a minimum of 72 hours in advance, whenever possible.

(1990 National Agreement, Article 10)

Item L. WHETHER 'OVERTIME DESIRED' LISTS IN ARTICLE 8 SHALL BE BY SECTION AND/OR TOUR

Overtime Desired Lists shall be by tour.

(1990 National Agreement, Article 8)

Item M. ASSIGNMENT OF ILL AND INJURED REGULAR WORKFORCE EMPLOYEES

The Postmaster shall show the greatest consideration for full-time regular and part-time flexible employees requiring temporary light duty, giving each request careful attention; and will reassign such employees to light duty work to the extent possible.

Item N. LIGHT DUTY ASSIGNMENTS

Consideration will be given to any available work that it may be possible for the ill or injured employees to do providing there is no adverse impact on the efficiency of the operation.

Item O. IDENTIFICATION OF ASSIGNMENTS THAT ARE TO BE CONSIDERED LIGHT DUTY

Additional needs pertaining to light duty assignments will be discussed at the Joint Labor-Management Committee Meetings.

Item P. 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 purposes of reassignments within an Installation of employees excess to the needs of a section, a section shall be defined as the tour: Tour 1, Tour 2, or Tour 3.

(1990 National Agreement, Article 12)

Item Q. THE ASSIGNMENT OF EMPLOYEE PARKING SPACES

Mail handlers will park their vehicles in the employees parking lot.

(1990 National Agreement, Article 20)

Item R. 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

An employee who schedules annual leave to attend union activities prior to the determination of the choice vacation schedule will be permitted another selection providing the percentage allowed for the week is not exceeded.

Item S. THOSE OTHER ITEMS WHICH ARE SUBJECT TO LOCAL NEGOTIATIONS AS PROVIDED IN THE FOLLOWING ARTICLES

- Article 12.3B5 - A 50% or more change of duties (actual duties performed) shall be cause for the job to be reposted.
- Article 12.3C - The posting of preferred duty assignment(s) shall be installation wide.
- Article 12.3E3e - The movement of full-time regular Mail Handler employees will be by inverse seniority in the affected section.
- Article 12.4 - The definition of a Section will be either incoming or outgoing, by tour.
- Article 12.6C4a - For reassignment within an installation of employees excess to the needs of a section, the identification of assignments comprising a section shall be the tour.
- Article 13, Section .3 - Local Implementation.

Item T. LOCAL IMPLEMENTATION RELATING TO SENIORITY, REASSIGNMENTS AND POSTING

The parties agree that the provisions of the National Agreement shall apply to these items.

This Memorandum of Understanding is entered into on May, 1991 at Peoria, Illinois 61601, between the representatives of the United State Postal Service, and the designated agent of the National Postal Mail Handlers, Union, Division of the Laborers' International Union of North America, AFL-CIO, pursuant to the Local Implementation Provision of the 1990 Mail Handler National Agreement.

M.T. Pulliam
Postmaster, Peoria, IL

Hardy Williams
President, National Postal
Mail Handler's Union

National Postal Mailhandlers, Local Union No. 306

DIVISION OF LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, AFL-CIO

HEADQUARTERS 9045 SOUTH WESTERN AVENUE-CHICAGO, ILL. 60620-6133

PHONE: (312) 233-4434

May 23, 1991



Express Mail No. FB 347075333



Postmaster
Peoria Post Office
95 State Street
Peoria, IL 61601



OFFICIALS

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NORTH SUBN., IL


BRANCH #11
SAMUEL G. MOSLEY
O'HARE AMF, IL

RE: LOCAL NEGOTIATIONS

Dear Postmaster:


This is to advise that in accordance with Article 30, Local implementation, contained, within the 1990 National Agreement between the Mail Handlers Union and the U.S.P.S., Local 306 takes the position to retain and carry over the 1987 Memorandum, as the 1990 Local Memorandum of Understanding.

Please sign below and the attached updated agreement:


HARDY WILLIAMS
General President
Mail Handlers Union Local 306

DATE

5/23/91



POSTMASTER
Peoria Post Office

DATE

5-29-91

If you have any questions in this regard, please contact Tyrone E. Johnson, President's Assistant at (312) 233-4434.

Sincerely,


HARDY WILLIAMS, GENERAL PRESIDENT
Mail Handlers Union Local 306

HW:pd

cc: Tyrone Johnson, Pres. Asst.
File

