

MEMORANDUM OF UNDERSTANDING CAROL STREAM PROCESSING & DISTRIBUTION CENTER

The MEMORANDUM OF UNDERSTANDING is entered into on December 18, 2002 at the Carol Stream P&DC, Carol Stream, Illinois between the representatives of the U.S. Postal Service and the designated agent of the National Postal Mailhandlers Union, Division of the Laborers' International Union of North America, AFL-CIO, pursuant to the Local Implementation Provisions of the 2000-2004 National Agreement. This Memorandum of Understanding constitutes the entire agreement on matters relating to Local Conditions of Employment.

DURATION

This Memorandum of Understanding shall remain in full force and effect for the duration of the 2000-2004 National Agreement.

SEPARABILITY

Should any part of this Memorandum of Understanding or any provision contained herein be rendered or declared invalid by reasons of any existing or subsequently enacted legislation or by a court of competent jurisdiction, such invalidation of such part or provisions 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 A
WASH – UP

The employer shall grant reasonable wash-up time to those employees who perform dirty work or work with toxic materials.

ITEM B
GUIDELINES FOR CURTAILMENT OR TERMINATION OF POSTAL OPERATIONS

- A) When there is a possible curtailment or termination of postal operations due to the existence of an emergency situation such as extreme weather conditions, hazardous driving, bomb threats, etc., the installation head will review where possible, appropriate Federal, State and Local recommendations and directives and make a determination as to whether a curtailment or termination of postal operations is necessary. In making such determination, the safety of the employees, the protection of postal property, and other relevant factors will be given appropriate consideration. When there is curtailment or termination of Postal Operations, Local Management shall abide by guidelines as expressed by the United States Postal service in accordance with existing regulations and the Local Emergency Procedures Handbooks.
- B) The employer will notify employees at the earliest possible time of curtailment or termination of postal operations. Such notification will be made through the public media, such as local television or radio stations. In the event of extreme weather conditions, natural disasters, or civil disorders the employer shall make available through its leave control phone numbers, information relating to the status of the curtailment or termination of postal operations.
- C) Prior to making a determination to curtail postal operations, when practicable, the employer will make every reasonable effort to discuss the circumstances with the Union.

ITEM C
FORMULATION OF LEAVE PROGRAM

Vacations shall be by tour based upon seniority, in accordance with the following:

PS Form 1547 shall be submitted in triplicate by the employee by February 1st of each calendar year. One copy shall be back-stamped and returned to the employee by February 21st of each calendar year indicating that the leave is approved or disapproved.

Applications for incidental annual leave outside the choice vacation period may be submitted no more than 30 days in advance of the requested leave date. Requests shall be

made on a P.S. form 3971, in triplicate, by the employee. One copy shall be initialed by the supervisor, back stamped and returned to the employee during the tour it was submitted. The request shall be returned to the employee approved or disapproved no later than 48 hours after the request was made, provided the 3971 is received by the supervisor at least 4 days prior to the requested leave date. Such requests shall be received and retained in numerical order and considered on a first come first served basis.

**ITEM D
CHOICE VACATION PERIOD**

The duration of the choice vacation period will be March 1st through November 30th and December 25th through January 2nd of each calendar year.

**ITEM E
BEGINNING DAY OF THE EMPLOYEE'S VACATION PERIOD**

The employee's vacation(s) shall begin on the first day of their basic work week. Exceptions may be granted with mutual agreement among the employee, the union and the employer.

**ITEM F
VACATION SELECTIONS**

At the employee's option, the employee earning 13 days of annual leave per year may request 2 selections during the choice vacation period in unites of either 5 or 10 working days, the total not to exceed 10 working days.

At the employee's option, the employee earning 20-26 days of annual leave per year may request 2 selections during the choice vacation period, in units of either 5 or 10 working days, the total not to exceed 15 working days.

**ITEM G
JURY DUTY AND ATTENDANCE AT NATIONAL OR STATE CONVENTIONS
DURING THE CHOICE VACATION PERIODS**

An employee who is called to jury duty during their scheduled choice vacation period shall be eligible to select another available period in the choice vacation period,

according to seniority in the Postal Service. An employee who is selected to attend a National or State convention, as a delegate of the union which has been designated as the exclusive bargaining representative for all employees in the bargaining unit for which each has been certified and recognized at the National and Local levels, shall not have this leave charged to their choice vacation period. The Union will notify the installation as soon as possible with the number of employees scheduled to attend such conventions.

ITEM H
MAXIMUM PERCENTAGE OF EMPLOYEES RECEIVING LEAVE DURING
THE CHOICE VACATION PERIOD

The maximum percentage of employees granted leave each week during the choice vacation period will be 16% per tour.

ITEM I
NOTIFICATION OF APPROVED VACATION SCHEDULES

The assignment of vacations shall be completed and posted by February 21st of each year. Postings shall be on the official bulletin boards.

ITEM J
NOTIFICATION OF THE BEGINNING OF THE NEW LEAVE YEAR

The employer shall no later than November 1st, publicize on the bulletin boards the beginning date of the new leave year, which shall begin with the first full pay period of the calendar year. A copy of the posting will be mailed to the union president.

ITEM K
ANNUAL LEAVE OTHER THAN THE CHOICE VACATION PERIOD

Applications for incidental annual leave outside the choice vacation period may be submitted no more than 30 days in advance of the requested leave date. Requests shall be made on a P.S. form 3971, in triplicate, by the employee. One copy shall be initialed by the supervisor, back-stamped and returned to the employee during the tour it was submitted. The request shall be returned to the employee approved or disapproved no later than 48 hours after the request was made, provided the 3971 is received by the supervisor at least 4 days prior to the requested leave date. Such requests shall be received and retained in numerical order and considered on a first come first served basis.

ITEM L
OVERTIME DESIRED LISTS

The overtime desired list identified in Article 8 of the National Agreement, shall be by tour. Whenever possible overtime shall be called no later than 30 minutes prior to the employee's end tour.

ITEM M
TEMPORARY LIGHT DUTY ASSIGNMENTS

All requests for temporary light duty assignments shall be processed in accordance with Article 13 of the National Agreement. Management shall consider the employee's restrictions and operating needs in arriving at their decision to approve or disapprove a request.

ITEM N
REVIEW OF TEMPORARY LIGHT DUTY ASSIGNMENTS

To the extent possible, management will reassign sick, injured and recuperating employees to temporary light duty assignments on their regular tours based on their restrictions and the availability of work within the employee's restrictions on their tour. The reassignment of any employee to a temporary light duty assignment shall not be made to the detriment of any regular employee on a scheduled assignment.

The reassignment of any employee to a temporary light duty assignment within the installation, etc., will be the decision of the installation head (or designee), who will be guided by the examining physician's report and the employee's ability to perform the duties involved.

ITEM O
IDENTIFICATION OF LIGHT DUTY ASSIGNMENTS

Management will consider the following assignments when determining accommodation of an employee's light duty request:

- Traying of Mail
- Primary Belt
- Examining of Sacks
- Rewrap
- Repairing Damaged Letters
- Separation of Mail requiring no scheme knowledge
- Culling

- Loading Ledges
- Hand-stamping
- Access Control (security main entrance)
- Coat Room (seasonal)
- Paycheck Disbursement

ITEM P IDENTIFICATION OF SECTIONS

The identification of assignments comprising a section, when it is proposed to reassign within an installation, employee's excess to the needs of a section shall be the same as in Item S of this LMOU, by tour, as follows:

1. Tour 1 and Tour 2 Docks
2. Tour 3 South Dock Bays (1-22)
3. Tour 3 Southwest Dock (Bays 23-60)
4. Culling
5. Opening Unit
6. Mail Prep and Cancellation
7. Small Parcel Bundle Sorters
8. Carol Stream Post Office
9. Wheaton Distribution Section
10. Central Dispatch Unit
11. Flats (Prep) Culling

ITEM Q ASSIGNMENT OF EMPLOYEE PARKING

- A) Authorized parking for Mailhandler Craft employees shall be in the West Parking Area located on the west side of the Carol Stream facility. Parking shall be on a first come first serve basis in any and all parking areas with the exception of those parking spaces referenced in Item 19.C below. Employees who work in the Carol Stream Post Office shall park in the designated craft parking area on the south side of the facility.
- B) The bicycle and motorcycle parking spaces located on the east border of the west employee parking lot shall be available for use by craft employees on a first-come, first-served basis.
- C) The handicapped spaces located on the east border of the west employee parking lot shall be available to the handicapped craft employees who have

obtained a handicapped State license plate or a temporary handicapped sticker issued by the State.

- D) Upon the acquisition of any additional parking spaces, the parties shall meet to determine the allocation of additional parking spaces. Any subsequent agreement between the parties after the acquisition of additional parking spaces shall be incorporated into this LMOU

ITEM R ANNUAL LEAVE FOR UNION BUSINESS

Annual leave requests for union business prior to the determination of the choice vacation schedule will be part of the total choice vacation percent identified in Item H of this LMOU.

ITEM S LOCAL IMPLEMENTATION OF THIS AGREEMENT RELATING TO SENIORITY, REASSIGNMENTS, AND POSTING

The following areas shall be established as sections for posting and bidding of Mailhandler vacancies:

The reassignment within the installation of employees excess to the needs of a section. If there is need to excess employees to the needs of a tour, the tour will become 1 section.

1. **Tour 1 and Tour 2 Docks**—Dock area, empty equipment, loading and unloading, sawtooth, sack sorter operation, container loader, MEO drivers, dump sites, roller tables, empty equipment, run out chutes , and all other Mailhandler craft functions and duties.
2. **Tour 3 South Dock** (Bays 1-22) All Mailhandlers craft functions and duties.
3. **Tour 3 Southwest Dock** (Bays 23-60) Dock area, loading and unloading, sawtooth, sack sorter operation tow line, MEO drivers, dump sites, roller tables, empty equipment, run out chutes (fingers), and all other Mailhandler craft functions and duties.
4. **Culling (Letters Operation)** preparation of mail, presort, dispatching, and all other designated Mailhandler craft functions.
5. **Opening Unit- Primary Belt**, Preparation of loose letters and flats, 2C and BBM, culling dumping and dispatching, OCR prep, rewrap, presort unit, outside belt, parcel break up area (bullpen).
6. **Mail Prep and Cancellation-** AFC's and M-36's, dispatching, scales, meter break-up, hand stamp, cancellation, and all other Mailhandler craft functions.
7. **Small Parcel Bundle Sorters (1&2)-** Dumping, culling, sweeping, dispatching, mail preparation and rewrap tables and repairing damaged letters.

8. **Carol Stream Post Office-** Carol Stream Post Office includes all Mailhandler craft related functions.
9. **Wheaton Distribution-** Wheaton Distribution includes all Mailhandler craft related functions.
10. **Flats Culling Area-** Flat preparation, dispatching, culling, scales and all other Mailhandler craft functions.
11. **Central Dispatch Unit-** Traying of mail, dispatching, prep mail, containerizing, input lines and all other related functions

As new positions are acquired, and positions currently in dispute are resolved, the parties shall meet and discuss whether a new section will be established or the new position shall be included in and existing section.

Any new or established Mailhandler job functions shall be a proper topic for the joint labor and management meetings between the USPS and the Mailhandlers Union.

ITEM T LOCAL IMPLEMENTATION

The employer and the Mailhandlers Union agree that when and if additional management-employee committees are established, the union will be notified and the determination for Mailhandler representatives will be discussed.

If the employee and the Mailhandlers union determine that there shall be Mailhandler representatives on the committee, section will be made in accordance with the Safety and Health committee (Article XIV).

Mailhandler representation shall continue on all established committees within boundaries of the Mailhandler craft.

All employees in the Mailhandler craft, upon written request, will be given an appointed time and date and allowed to inspect their Official Personnel Folders, (OPFs) quarterly.

ARTICLE U
ARTICLE 12, SECTION 3E
MOVEMENT OUTSIDE THE BID AREA

The order and movement of full-time regular Mailhandlers, outside the bid assignment area, shall be by volunteers, if not enough volunteers then juniority shall be used. The movement back to the bid assignment area shall be by seniority.

No employee shall be allowed displaced or "bump" another employee properly holding a position or duty assignment.

MISCELLANEOUS

The employer will notify the Mailhandlers Union, in writing, as to the craft employees selected as their representative for the Health and Safety committee.

The seniority list shall be posted on a quarterly basis. The employer shall furnish the Union these updated seniority lists on a quarterly basis.

Mailhandler residual vacancies shall be posted on a quarterly basis with a copy forwarded to the Union.

The employer shall distribute such authorized apparel and equipment to employees as will lessen accident and injury potential.

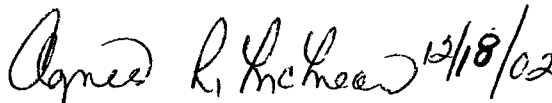
This Memorandum of Understanding is entered on December 18, 2002 at the Carol Stream Processing and Distribution Center, between the representatives of the United States Postal Service and the designated agent(s) of the National Postal Mailhandlers Union, Division of the Laborers, pursuant to the Local Implementation Provision of the 1998-2000 National Agreement. This Memorandum of Understanding constitutes the entire agreement on matters relating to local conditions of employment.



Mark Tovey,
Manager, Processing & Distribution
Carol Stream P&D
USPS



Hardy Williams,
President
NPMHU Local 306



Agnes R. McMeans,
Branch 10 President
Carol Stream
NPMHU Local 306

NOTES

NOTES