



**MEMORANDUM  
OF  
UNDERSTANDING  
BETWEEN THE  
UNITED STATES POSTAL SERVICE  
FOX VALLEY  
PROCESSING AND DISTRIBUTION CENTER  
AND  
NATIONAL POSTAL MAILHANDLERS UNION  
AFL-CIO  
FOX VALLEY LOCAL 306**

November 21, 1998-November 20, 2000

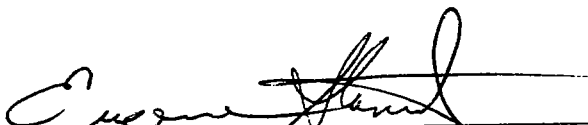
**1998**

**MEMORANDUM  
OF  
UNDERSTANDING**

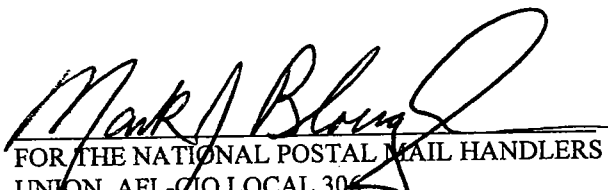
THIS MEMORANDUM OF UNDERSTANDING IS ENTERED INTO BETWEEN THE REPRESENTATIVES OF THE UNITED STATES POSTAL SERVICE (FOX VALLEY PROCESSING AND DISTRIBUTION CENTER) AND THE DESIGNATED AGENTS OF THE NATIONAL POSTAL MAIL HANDLERS, DIVISION OF LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, AFL-CIO, PURSUANT TO LOCAL IMPLEMENTATION – ARTICLE 30 OF THE 1998 NATIONAL AGREEMENT.

I, THE PARTIES AGREE THAT HEREINAFTER THE UNION, PURSUANT TO THE LOCAL IMPLEMENTATION PROVISION OF THE 1998 NATIONAL WORKING AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT ON LOCAL IMPLEMENTATION OF THE TERMS OF THE NATIONAL WORKING AGREEMENT. EFFECTIVE DATE IS IMMEDIATELY AT THE TIME OF SIGNING OF THIS AGREEMENT.

THIS MEMORANDUM OF UNDERSTANDING IS ENTERED INTO ON May 20, 1999  
AT THE FOX VALLEY PROCESSING AND DISTRIBUTION CENTER BETWEEN  
THE REPRESENTATIVE OF THE UNITED STATES POSTAL SERVICE, AND  
THE DESIGNATED AGENT OF THE NATIONAL POSTAL MAIL HANDLERS  
UNION LOCAL 306, DIVISION OF THE LABORERS' INTERNATIONAL UNION  
OF NORTH AMERICA, AFL-CIO OF FOX VALLEY P & DC, PURSUANT TO THE  
LOCAL IMPLEMENTATION PROVISIONS OF THE 1998 NATIONAL  
AGREEMENT.

  
\_\_\_\_\_  
FOR THE UNITED STATES POSTAL SERVICE  
EUGENE STANCIL  
PLANT MANAGER  
FOX VALLEY P & DC

05-20-99  
DATE

  
\_\_\_\_\_  
FOR THE NATIONAL POSTAL MAIL HANDLERS  
UNION, AFL-CIO LOCAL 306  
MARK J. BLOUGH  
ADMINISTRATIVE VICE PRESIDENT  
FOX VALLEY LOCAL 306

05-20-99  
DATE

## SCOPE OF MEMORANDUM

THIS MEMORANDUM OF UNDERSTANDING CONSTITUTES THE ENTIRE SUPPLEMENTS TO THE NATIONAL WORKING AGREEMENT BETWEEN THE PARTIES AND CORRECTLY EXPRESSES ALL OF THE RIGHTS AND OBLIGATIONS OF THE PARTIES.

THE PARTIES ACKNOWLEDGE THAT EACH HAD THE OPPORTUNITY TO MAKE DEMANDS AND PROPOSALS WITH RESPECT TO ALL LOCAL BARGAINING SUBJECTS. EACH PARTY AGREES THAT FOR THE LIFE OF THIS MEMORANDUM OF UNDERSTANDING THE OTHER PARTIES SHALL NOT BE OBLIGATED TO BARGAIN WITH RESPECT TO ANY SUBJECT NOT COVERED IN THIS MEMORANDUM OF UNDERSTANDING.

## SEPARABILITY

SHOULD ANY PART OF THIS MEMORANDUM OF UNDERSTANDING OR ANY PROVISIONS 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 REMAING PORTIONS OF THIS MEMORANDUM OF UNDERSTANDING AND ITS REMAINING PARTS OR PROVISIONS SHALL REMAIN IN FULL FORCE AND EFFECT.

## EXPIRATION DATE

IT SHALL BE UNDERSTOOD BY THE PARTIES OF THIS MEMORANDUM OF UNDERSTANDING THAT ALL AGREEMENTS IN THIS MEMORANDUM OF UNDERSTANDING EXPIRE ON NOVEMBER 20, 2000.

**LOCAL MEMORANDUM OF UNDERSTANDING BETWEEN MAIL  
HANDLERS AND UNITED STATES POSTAL SERVICE FOX  
VALLEY PROCESSING AND DISTRIBUTION CENTER**

**ITEM NO. A: ADDITIONAL OR LONGER WASH-UP PERIODS**

The wash-up time prior to lunch will be 5 minutes. Also, at the end of the tour there will be an 8-minute wash-up time for all employees who perform dirty work or works with toxic materials.

**ITEM NO. B: CURTAILMENT OR TERMINATION OF POSTAL  
OPERATION**

It is recognized by both parties that on occasions emergency conditions may exist which would encourage the employer to consider the curtailment of mail. In cases of such emergency the **PLANT MANAGER** or designee shall immediately examine the situation and its impact on the employees. Employees in those areas effected may be granted the appropriate leave requested. In the event the **UNION** believes an emergency condition exists and the **PLANT MANAGER** or designee does not agree, the **ADMINISTRATIVE VICE PRESIDENT** or designee shall meet with the **PLANT MANAGER** or designee immediately to resolve the issue. Consideration must be given, but not limited to, such conditions as follows:

- A. The safety and health of the employee**
- B. Civil disorders**
- C. Acts of God**
- D. Advice of local authorities**

The Postal Service shall furnish to the union, a copy of its contingency plan concerning all emergency conditions.

### **ITEM NO. C: FORMULATION OF LOCAL LEAVE PROGRAM**

Management will grant incidental leave on a first – come basis. All 3971's must be submitted by Mail Handlers in duplicate to their supervisor or designee. The supervisor or designee will note and date the 3971 and return a copy to the Mail Handler. All leave not approved by management within three (3) working days of date received shall be automatically granted.

### **ITEM NO. D: THE DURATION OF CHOICE VACATION PERIOD**

The choice vacation period shall be from the first week in January to the last week in November.

Applications for vacations for the period from January thru March shall be submitted on the appropriate form by November 1<sup>ST</sup>. Applications for vacations for April thru November shall be submitted by March 1<sup>ST</sup>. The vacation schedule for this period shall be posted by March 21<sup>ST</sup>. The Administrative Vice President shall be given copies of all vacation schedules and residual vacancies prior to posting. After the vacation schedules and residual vacancies have been posted. A PS Form 3971 shall be accepted for residual vacancies and shall be granted on a first come, first serve basis. Employees who bid or are reassigned to a new section or tour, shall be granted their approved vacation in their former section.

### **ITEM NO. E: THE DETERMINATION OF THE BEGINNING DAY OF AN EMPLOYEES VACATION PERIOD.**

The vacation period shall start on the first day of the employees basic workweek. Exceptions shall be granted by agreement among the employee, his or union representative and the employer. Non-scheduled days that immediately precede the first day noted on the Form 3971 will be considered part of the vacation period. (AT THE EMPLOYEES OPTION)

**ITEM NO. F: CHOICE VACATION PERIODS IN UNITS OF 5 OR 10 DAYS**

Employees at their option may request two (2) selections during the choice vacation period in units of either 5 or 10 days. For the first choice, Mail Handlers may request up to three (3) weeks. Within 10 days, after posting of vacation schedule, management will post residual vacancies and Mail Handlers will have 10 days to select a second choice of up to two (2) weeks for vacation period, as long as such choice does not interfere with the first choice of other Mail Handlers.

**ITEM NO. G: JURY DUTY OR CONVENTIONS DURING CHOICE VACATION PERIODS.**

Jury duty shall not be charged to the choice vacation period. Attendance at national or state conventions by certified delegates at any one time shall not be charged to the choice vacation period.

**ITEM NO. H: PERCENTAGE OF EMPLOYEES WHO SHOULD RECEIVE LEAVE EACH WEEK DURING CHOICE VACATION PERIOD.**

The maximum number of employees who should received leave each week during the choice vacation period shall be as follows:

JANUARY ----- 6%	JULY ----- 10%
FEBRUARY ----- 7%	AUGUST ----- 10%
MARCH ----- 7%	SEPTEMBER ---- 8%
APRIL ----- 8%	OCTOBER ----- 7%
MAY ----- 9%	NOVEMBER ---- 7%
JUNE -----10%	

**ITEM NO. I: NOTIFICATION OF APPROVED VACATION SCHEDULE.**

Employees shall receive written notice of vacation schedule approved for him or her thirty- (30) days after the deadline for vacation request.

**ITEM NO. J: NOTIFICATION OF BEGINNING OF THE NEW LEAVE YEAR.**

Management shall, no later than November 1<sup>ST</sup> of each year covered by this agreement, publicize on the bulletin boards the beginning date of the new leave year. A copy of the notice shall be given to the Administrative Vice President.

**ITEM NO. K: PROCEDURES FOR SUBMISSION OF APPLICATIONS FOR ANNUAL LEAVE DURING OTHER THAN THE CHOICE VACATION PERIOD.**

The procedure for submission of application for annual leave during other than the choice vacation period shall be as follows:

- (1) An employee shall complete a Form 3971 in duplicate and submit it to the supervisor who is authorized to make the decision regarding the request for leave.
- (2) Request for annual leave for vacation purposes or incidental leave outside the choice vacation period will normally be submitted no less than seven (7) days in advance, and such requests shall normally be answered by the supervisor within 3 working days after the time of submission.
- (3) Request for annual leave for emergency purposes shall be made as soon as practical and the supervisor shall approve or disapprove the request for such leave as soon as practical. But in no case shall his or her decision be postponed more than three (3) employee workdays after the time of submission. A request for emergency leave not answered within (3) employee workdays shall be considered approved.
- (4) Request for partial (Less than 8 hours) annual leave made by an employee already on the clock shall be made as soon as possible.
- (5) If the request for any leave is disapproved. The supervisor shall write the reason on the Form 3971 and return it to the employee.



## **ITEM NO. L: OVERTIME DEISIRED LIST IN ARTICLE 8**

The "Overtime Desired List" shall be made by tour. Overtime shall be called as far in advance as possible. Unless there is an emergency situation as determined by the Plant Manager or designee, overtime shall be called at least two (2) hours prior to the end of the tour for those that **are not** on the overtime desired list as well as 1 hour prior to the end of tour for those who **are** on the overtime desired list.

## **ITEM NO. M: NUMBER OF RESERVED LIGHT DUTY ASSIGNMENTS**

Mail Handler position on each tour shall be reserved for light duty, provided work is available within the employees' physical limitations.

## **ITEM NO. N: METHOD TO BE USED TO RESERVE LIGHT DUTY ASSIGNMENTS.**

The assignment of an employee to temporary or permanent light duty shall not adversely affect a regularly assigned member of the regular work force. Also, every effort should be made to assign the light duty Mail Handler within his or her current schedule.

## **ITEM NO. O: IDENTIFICATION OF LIGHT DUTY ASSIGNMENTS.**

Light duty assignments for the Mail Handlers craft shall be within the tour and shall include:

1. Culling in the Mail Preparation areas
2. Traying Mail at the end of the Mark machines and AFC machines
3. Hand stamping table
4. Nixie table
5. Perform duties with empty equipment and other assignments determined by management as within the Mail Handlers physical capabilities.

**ITEM NO. P: INDENTIFICATION OF ASSIGNMENTS  
COMPRISING A SECTION, WHEN IT IS PROPOSED  
TO REASSIGN WITHIN AN INSTALLATION  
EMPLOYEES EXCESS TO THE NEEDS OF A  
SECTION.**

When it is proposed to reassign under Appendix A within an installation, excessing will be by juniority to the needs of a section. A section shall be defined as:

1. Dock
2. Opening unit
3. Cancellation
4. Small Parcel Bundle Sorter
5. Trayline
6. Sack Sorter

This applies for any position not listed, but is currently authorized in this installation or which may become authorized at the Fox Valley Processing and Distribution Center during the life of this agreement. It is agreed that should the occasion arise, the parties will meet for the purpose of clarifying sectional changes.

**ITEM NO Q: PARKING**

There shall be two (2) spaces reserved for the Fox Valley Local 306 Mail Handlers Union, as near as possible to the employee entrance. One for the Administrative Vice President, and one for a union official.

**ITEM NO. R: UNION LEAVE OPTIONS**

Annual leave to attend activities will not be part of an employee's choice vacation selection.

**ITEM NO. S: ARTICLE 12, SECTION .3B5**

Refer to the provisions of Article 12.3B7

**ARTICLE 12, SECTION .3C**

Posting and bidding shall be installation wide. Posting by section per tour.

**ARTICLE 12, SECTION .3E3E**

The order of movement of full time regular Mail Handlers outside their bidded assignment shall be by juniority. The seniority of a full time employee working on a nonscheduled day shall not supersede the seniority of a full time employee working their bid assignment and regularly scheduled day. The senior employee will be returned to their regular assignment before the junior employee.

**ARTICLE 12, SECTION .4**

A section is an area that has jobs within that area by Tour.

1. CANCELLATION...(AFCS, HAND STAMPING, FLAT CANC., MAIL PREP)
2. DOCK .....(DOCK WORK, EMPTY EQUIPMENT, MEO OPERATORS)
3. OPENING UNIT .... (110 BELT, 227, SCALE, MAIL PREP WORK)
4. TRAYLINE.....(FEEDING, SWEEPING)
5. SACK SORTER.....(KEYING, SWEEPING)
6. S.P.B.S.....(DUMPING, CULLING, AND SWEEPING)
7. AUTOMATION... (MAIL PREP WORK, EMPTY EQUIPMENT)

**ARTICLE 12, SECTION .6C4A**

See Article 12, Section .4 above

**ARTICLE 13, SECTION .3**

See item No. O


## **ITEM NO. T: SENIORITY, REASSIGNMENTS, AND POSTINGS**

1. In accordance with Article 12.2C, Seniority List shall be corrected and updated quarterly. Corrected seniority list shall be posted on official bulletin boards in main hallway by the employee entrance. The union will receive a copy of the updated seniority list quarterly.
2. The union will receive copies of postings that affect all Mail Handlers. (Bid postings and awards, holiday schedules along with sign up sheets, All overtime desired lists – quarterly, daily, weekly; vacation schedules, casual and part time flexible weekly schedules, overtime calls).
3. The use of Form 1717 will no longer provide already method for submission of bids. All Mail Handlers must use the phone bidding process. All bids cards placed in the Bid Box which is in front of the Tour Office will be discarded. Also, the Union is to be given copies of the bids for review prior to them being posted on the bulletin board.

Memorandum Of Understanding  
Fox Valley

In accordance with Article 30 of the 1998 National Agreement between the United States Postal Service (USPS) and the National Postal Mail Handlers Union (NPMHU), the parties agree to retain and carry over the 1994 Memorandum of Understanding as the 1998 Memorandum of Understanding.

  
Eugene Stancil  
U.S. Postal Service

  
Mark Blough  
National Postal Mail Handlers  
Union Local 306

Date: May 20, 1999

Date: May 25, 1999