

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into on November 7, 1996 at, Palatine Processing and Distribution Center, between the representatives of the United States Postal Service, and the designated agent of the National Postal Mail Handlers Union, A Division of the Laborers' International Union of North America, AFL-CIO, pursuant to the Local Implementation Article of the 1994 National Agreement. This Memorandum of Understanding constitutes the entire agreement on matters relating to local conditions of employment.

ITEM 1

ADDITIONAL OR LONGER WASH-UP PERIODS.

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

ITEM 2

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.

- A. When there is curtailment or termination of postal operations, management will abide by guidelines as expressed by the U.S. Postal Service, in accordance with existing regulations.
- B. Management will notify the employees at the earliest possible time of curtailment or termination of postal operations. Such notification will be by available public media.

ITEM 3

FORMULATION OF LOCAL LEAVE PROGRAM.

- A. Vacations shall be by tour based upon seniority, in accordance with the following:
- B. P.S. Form 1547 shall be submitted in triplicate by the employee by February 1st of each calendar year. One (1) copy shall be back-stamped and returned to the employee notifying either approved or disapproved by February 21st of each calendar year.

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C. Application for incidental annual leave during other than the choice vacation period, may be submitted no more than thirty (30) days before the requested leave date. Such leave shall be submitted on P.S. Form 3971, in triplicate, by the employee. One (1) copy shall be initialed by the supervisor, back-stamped and returned to the employee during the tour submitted. One (1) shall be returned to the employee (approved or disapproved) no later than 48 hours after the leave request was made provided that the 3971 is received by the supervisor four (4) days prior to the requested leave date. Such requests shall be received and retained in numerical order and the earliest dated request (s) shall be honored by the order in which they are received.

ITEM 4

THE DURATION OF THE CHOICE VACATION PERIOD.

The duration of the choice vacation period will be march 1st through November 30th of each calendar year, also December 26 through January 2nd of each calendar year.

ITEM 5

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

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

ITEM 6

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

At his/her option, the employee earning thirteen (13) days of annual leave per year may request tow (2) selections during the choice vacation period in units of either five (5) or ten (10) days, the total not to exceed ten (10) working days.

At his/her option, the employee earning twenty/twenty-six (20-26) days of annual leave per year may request two (2) selections during the choice vacation period, in units of either (5) or ten (10) days, the total not to exceed fifteen (15) working days.

ITEM 7

WHETHER JURY DUTY AND ATTENDANCE AT NATIONAL OR STATE CONVENTIONS SHALL BE CHARGED TO THE CHOICE VACATION PERIOD.

An employee who is called to jury duty during his/her 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 an employee 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 level, shall not have this leave charged to his/her choice vacation period, according to seniority in the Postal Service. The Union will notify the installation head, within a reasonable time, the number of employees scheduled to attend such conventions.

ITEM 8

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

The maximum percentage of employees granted leave each week during the choice vacation period will be 15% per tour.

ITEM 9

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

The assignment of vacations shall be completed and posted by February 21st of each calendar year. Postings shall be on the official bulletin board. (The Postal Service and the Union will determine the location of the bulletin board).

ITEM 10

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

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The employer shall, no later than November 1, publicize on 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 11

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

Application for incidental annual leave during other than the choice vacation period, may be submitted no more than thirty (30) days before the requested leave date. Such leave shall be submitted on P.S. Form 3971, in triplicate, by the employee. One (1) copy shall be initialed by the supervisor, back-stamped and returned to the employee during the tour submitted. One (1) shall be returned to the employee (approved or disapproved) no later than 48 hours after the leave request was made provided that the 3971 is received by the supervisor four (4) days prior to the requested leave date.

Such request shall be received and retained in numerical order and the earliest dated request (s) shall be honored by the order in which they are received.

ITEM 12

WHETHER "OVERTIME DESIRED" LIST IN ARTICLE 8 SHALL BE BY SECTION AND/OR TOUR.

The Overtime Desired List in Article VIII shall be called by tour. Overtime will be called no later than 30 minutes prior to employee (s) end tour.

ITEM 13

THE NUMBER OF LIGHT DUTY ASSIGNMENTS TO BE RESERVED FOR TEMPORARY OR PERMANENT LIGHT DUTY ASSIGNMENT.

All requests for temporary and permanent light duty assignments shall be considered by management based on the employee's medical restrictions, operating considerations and the requirements and provisions of Article 13, of the 1994 National Agreement.

ITEM 14

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.

Management will reassign sick, injured, and recuperating employees to light duty assignments to the extent possible, on their regular tours. The reassignment of any employee to a light duty assignment shall not be made to the detriment of any regular employee on a scheduled assignment.

The reassignment of any employee under the provisions of this Article to a light duty assignment within the installation, etc. will be the decision of the installation head, who will be guided by the examining physician's report, the employee's ability to reach his place of assignment, and ability to perform the duties involved.

ITEM 15

THE IDENTIFICATION OF ASSIGNMENTS THAT ARE TO BE CONSIDERED LIGHT DUTY.

Assignments considered light/limited duty shall be:

Traying of Mail, Primary Belt, Empty Sack Examination, Rewrap, Damaged Letter Repair, Separation of mail (requiring no scheme knowledge), Culling, Handstamping, Security Desk, (Lobby)

ITEM 16

THE IDENTIFICATION OF ASSIGNMENTS COMPRISING A SECTION, WHEN IT IS PROPOSED TO REASSIGN WITHIN AN INSTALLATION, EMPLOYEES EXCESS TO THE NEEDS OF A SECTION SHALL BE THE SAME AS IN ITEM 19, BY TOUR.

1. Upper Platform
2. Lower Platform
3. Sack Sorter Operators
4. Mail Equipment Operators
5. Mail Preparation
6. Opening Units

7. Culling/Presorts Units
8. Small Parcel & Bundle Sorter.

ITEM 17

THE ASSIGNMENT OF EMPLOYEE PARKING SPACES.

A. All Mailhandlers will have access to all parking designated to all craft employees. parking will be by first-come, first-serve basis.

ITEM 18

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 requested for Union business, prior to determination of choice vacation schedule will not be part of the total choice vacation plan.

ITEM 19

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

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

1. **Upper Platform - Upper Platform includes:** Platform Area, Tray Transport Terminus (Fingers), Platform Break-Up Area, Mail Transport (Manual), Elevator (Upper Station) East & West
2. **Lower Platform - Lower Platform includes:** Platform Area, Bullpen, Sawtooth Area, Sack Sorter Operations, Mail Equipment Operators, Empty Equipment, Elevator, (Lower Station) East & West, Runouts
3. **Culling - Culling includes:** Culling (Preparation of Mail), presort, Tray Transportation Terminus by Tour Office

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4. Opening Unit - Opening Unit includes: Primary Belt, Roller Table, 2C & BBM (culling, dumping, and dispatching), Preparation of Mail for OCR, Rewrap, Sawtooth #STP-7, Other Related Opening Unit Duties, Scales

5. Mail Preparation - Mail Preparation and Cancellation includes: Dispatching, Scales, Meter Break-Up, Hand stamp, Cancellation Machines, Related Mail Prep Duties

6. Small Parcel and Bundle Sorter

As new positions are acquired, and as 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 an existing section.

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

Article 12, Section 3E

The order of 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 to displace 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 Employer will distribute such authorized apparel and equipment to employees as will lessen accident and injury potential.

ITEM 20

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 representative will be discussed.

If the Employer and the Mailhandlers Union determine that there shall be Mailhandler representatives on the committee, selection will be made in accordance with the selection for the Safety and Health Committee (Article XIV).

Mailhandler representation will continue on all established committees within the 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, quarterly.



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