

**LOCAL MEMORANDUM OF
UNDERSTANDING**

**U.S.P.S. AND A.P.W.U.
Buffalo Grove, IL 60089**

**July
2022**

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PREAMBLE

This Local Memorandum of Understanding is entered into to supplement the National Collective Bargaining Agreement and represents and constitutes an agreement between the Buffalo Grove, IL. Postal facility, US Postal Service and the Northwest Illinois Area Local of the American Postal Workers Union, in regards to rights and obligations of the parties.

The Local Memorandum of Understanding covers all crafts or occupational group employees of the Buffalo Grove, IL. Postal facility, 60089, in units established at the local level for which the Union has been certified as the exclusive representative.

DURATION

This Memorandum of Understanding shall remain in full force and effect for the duration of the 2021 National Agreement.

SEPARABILITY

Should any part of this Memorandum of Understanding or any provision contained herein be rendered invalid by reasons of any 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 remaining portions of this Memorandum of Understanding and they shall remain in full force and effect.

ITEM 1

Additional or longer wash-up period(s)

The Employer shall grant reasonable wash-up times to employees who do dirty or hazardous work.

ITEM 2

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

The regular work week for Full-time Regular employees shall consist of five (5) days with fixed days off.

ITEM 3

Guidelines for the curtailment or termination of postal operations to conform to orders of local authorities or as conditions warrant because of emergency conditions

- A. Employees shall be given other leave and not charged Annual Leave when the following is applicable:
1. Administrative Leave is absence from duty authorized by appropriate postal officials without charge to annual or sick leave and without loss of pay. "Acts of God" involve community disasters such as fire, flood or storms. The disaster situation must be general rather than personal in scope and impact. It must prevent groups of employees from working or reporting to work.
 2. If it becomes apparent that a total shutdown of services is imminent, management will make every effort to communicate this fact to employees by phone or other effective means.

ITEM 4

Formulation of the local leave program

- A. All bids for annual leave shall be submitted using PS Form 3971.
- B. There shall be two (2) rounds for selection of Annual leave. These rounds shall be by seniority
- C. At the beginning of the first full pay period in January, Management will solicit employees, by seniority order, the employee's leave request. After the two (2) rounds of selection, employees may submit for incidental leave on a first-come, first-served basis, provided they have sufficient leave.

ITEM 5

The duration of the choice vacation period(s)

The duration of the choice vacation period shall be two (2) weeks after completion of the first round of selection in January, through the last full pay period in November.

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ITEM 6

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

Vacation periods shall start on Monday and end on Sunday.

ITEM 7

Whether employees at their option may request two selections during the choice vacation period, in units of either 5 or 10 days

There will be one complete bidding period for the new leave year, consisting of two (2) rounds. At the close of the first round, the bidding process will be repeated. An employee may request annual leave for each round as follows;

Employees earning 13 days of annual leave may request either / or

1. One 5 day vacation (40 hours)
2. One 10 day vacation (80 hours / 2 consecutive weeks)
3. Two 5 day vacations (80 hours / 2 non-consecutive weeks)

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

1. One 5 day vacation (40 hours)
2. Two 5 day vacations (80 hours / 2 non-consecutive weeks)
3. One 10 day vacation (80 hours / 2 consecutive weeks)
4. One 5 day vacation and one 10 day vacation
5. One 15 day vacation (120 hours / 3 consecutive weeks)

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ITEM 8

Whether jury duty and attendance at National or State Conventions shall be charged to the choice vacation

An employee who is called for jury duty or scheduled to military duty during his / her scheduled choice vacation period shall be eligible to select another available period in the choice vacation period, according to seniority. The employee's original selection shall be considered vacant and shall be posted for bid.

ITEM 9

Determination of the maximum number of employees who shall receive leave each week during the choice vacation period

The number of employees granted leave during the choice vacation period shall be 15% in the Clerk, and Maintenance Crafts by seniority.

When applying the 15% requirement, any fraction of 0.50 or more will be rounded up to the next highest number. Any fraction less than 0.50 will be rounded to the lower number, with the minimum allowed to be one (1).

ITEM 10

The issuance of official notice to each employee of the vacation schedule approved for such employee

Included in Item 4

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ITEM 11

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

Notice of the new leave year shall be posted by the first full pay period in January. Notice shall consist of a calendar chart which will be posted where all employees may study it and the number of employees off. The date the first round will begin will be the first full pay period in January, and will be posted.

ITEM 12

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

Employees desiring annual leave, for emergency purposes, during other than the choice vacation period shall submit a written request on PS Form 3971 to their supervisor. Documentation shall be provided by the employee. When documentation cannot be provided in advance, the employee shall provide the documentation as soon as possible.

ITEM 13

The method of selecting employees to work on a holiday.

Two (2) weeks prior to the holiday period, management shall post a volunteer holiday list for employees to sign.

The scheduling of employees on a holiday, or the day designated as an employee's holiday, shall be in the following order.

- A. All PSEs
- B. All Full-time employees who have volunteered to work their holiday or day designated as their holiday, seniority prevailing.
- C. All Full-time employees who have volunteered to work their non-scheduled day, seniority prevailing.

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- D. All Full-time employees who have not volunteered to work their non-scheduled day, with inverse seniority prevailing.
- E. All Full-time employees who have not volunteered to work their holiday or day designated as their holiday, with inverse seniority prevailing.

ITEM 14

Whether "Overtime Desired" Lists in Article 8 shall be by section and / or tour

1. The Overtime Desired List (ODL) shall consist of both tours.
2. There shall be a list for those wishing to work their non-scheduled day(s) and a list for those wishing to work 10 and / or 12 hours on their regular scheduled day(s).
3. The ODL shall be posted in seniority order. Selection of overtime will be distributed evenly throughout the quarter.
4. An employee shall be notified of overtime as soon as possible.
5. Employees signing up on the ODL shall have their names carried over to the following ODLs until such time as they request, in writing, their names be removed from the ODL, or if they wish to just alter their overtime availability. An employee can have his / her name removed from any ODL at any time by written notification to the appropriate manager / supervisor on their tour. Once notice is given it will be effective after 24 hours. This employee will then be barred from getting back on the ODL for the remainder of the particular quarter.
6. An employee will be allowed to have their name added to the ODL if they were on approved annual leave the last two (2) weeks of the quarter. This must be done within 48 hours of the employee's return to work from the scheduled annual leave.

ITEM 15

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

The number of light duty assignments shall be governed by the number of ill or injured employees who qualify for such light duty.

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.

1. Requests for light duty will be in accordance with Article 13 of the National Agreement.
2. Light duty assignments shall not be established which will "bump" an employee from a regular bid position. Light duty assignments will be created from work that is supplemental to regular assignments.

ITEM 17

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

1. The Union will be advised monthly of employees on light duty in writing.
2. No craft employees on light duty will be assigned to another tour unless there is no light duty work available on his / her tour.
3. When a light duty employee is to revert back to his / her normal assignment, the Union will be notified in writing.
4. Employees will be assigned to temporary light duty that they are capable of performing within their craft, consistent with limitations specified in the physician's certification for light duty.

ITEM 18

The identification of assignments comprising a section, when it is proposed to reassign within an installation employee excess to the needs of a section.

In the event the employer determines that it is necessary to reduce the number of employees on a tour, or within a section within the installation, the excessing shall be by juniority.

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ITEM 19

The assignment of employee parking spaces.

Management will make space available in excess of the needs of the Service on a first-come, first-served basis.

ITEM 20

The determination as to whether annual leave to attend Union activities requested prior to the determination of the choice vacation schedule is to be part of the total choice vacation plan.

The Local Union will notify management as soon as possible of the dates for the State and/or National conventions. This time will be blocked on the calendar to allow the steward to attend. If the steward is not going to attend, the Union shall notify management and the dates will be available for employees to take. Union officials and delegates shall be granted LWOP or Annual Leave for the purpose of attending official Union related events. Union activities time shall not be charged to the employee vacation selection.

ITEM 21

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

- A. Seniority lists to be updated and furnished to the Union as the need arises.

- B. If an incumbent's bid has a significant change of duties, knowledge requirements or principal assignment area, on a regular basis, the incumbents bid shall be reposted for bid. The term "significant" is understood to mean more than 50% of the incumbent's bid worked on or in a different operation, or an operation which the incumbent had not been utilized in previously.

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- C. No duty assignment will be reposted when the change in starting time is one (1) hour or less. When the change in starting time is over an hour, the incumbent shall be offer the opportunity to accept the change. If the incumbent declines the change of over an hour, the duty assignment shall be declared vacant and reposted with the new starting time.

- D. The length of time for posting the notice of bids shall be according to the National Agreement.

- E. All bids shall be submitted online. In the event online bidding is not possible due to online problems, manual bidding will be allowed. In the event of manual bidding, the employee shall notify management and place their manual bid into the bid box, not to be opened before the date of end of the ten (10) day posting period. All bids in the bid box to be opened in front of a Union representative.

ITEM 22

Local implementation of the Agreement relating to seniority, reassignments and postings.

A. Seniority

- 1. The employer shall maintain the following Full-time Clerk craft seniority lists:
 - A. All Clerk craft employees

- 2. The employer shall maintain the following Maintenance Craft seniority lists:
 - A. All maintenance Craft employees

B. Reassignments

- 1. The Employer shall consult/discuss with the Union regarding changes of work schedules for employees in the Clerk and Maintenance crafts 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 in advance of the change advising of the action taken.

C. Posting

1. All Clerk Craft vacancy and award notices shall continue to be posted where they have historically been posted at the facility.
2. In addition to the information required in the craft articles all vacancy notices and notices of intent shall include the following information.
 - A. Posting number
 - B. Posting date
 - C. Closing time and date
3. The Union may request a copy of all vacancy notices.
4. As soon as received, the Employer shall post an award notice for each vacancy posted. The notice shall be in compliance with the National Agreement.
5. A copy of all award notices, shall be furnished to the Union on the date the notice is posted, or first possible date.

Representation

- A. Upon request for Labor – Management meetings the person making the request shall submit items on the agenda for discussion.

Bulletin Boards

- A. Management will continue to provide the Union with a bulletin board as has been the historical practice at the facility.


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Miscellaneous

A. Except in cases of emergency, required overtime schedules for employees shall be called at least one-half (1/2) hour prior to the end of the employee's tour.



For the APWU


For the USPS – Buffalo Grove, IL.