

## **LOCAL MEMORANDUM OF UNDERSTANDING**

### **IRVING PARK ROAD PROCESSING & DISTRIBUTION CENTER**

This **LOCAL MEMORANDUM OF UNDERSTANDING** is entered into on October 28, 2002, at Irving Park Road Processing and Distribution Center, Chicago, Illinois between the representatives of the U. S. Postal Service and the designated agent of the National Postal Mail Handlers Union, a Division of the Laborers' International Union of North American, AFL-CIO, pursuant to the Local Implementation Provision 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 reason of 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.

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## ITEM 1

### **Wash-Up Time**

All Mail Handlers shall be granted a five-minute wash-up period immediately prior to the start of their lunch. Those Mail Handlers assigned to the Platform will receive a ten minute wash-up period immediately prior to the end of their tour.

## ITEM 2

### **Curtailement or Termination of Operations**

1. Postal Operations shall not be curtailed or terminated at the Post Office unless the Plant Manager determines conditions so warrant. Such determination shall be reasonable and consideration shall be given to overall conditions, including but not limited to:
  - A. The safety and health of employees;
  - B. Civil disorders;
  - C. Acts of God
  - D. Hazardous weather conditions;
  - E. Advice of and policies of local authorities
  - F. Wholesale closing of businesses and other offices;
  - G. Curtailment or termination of public transportation.
  
2. Management shall notify the employees at the earliest possible time of curtailment or termination of Postal Operations. Such notification will be by available public media such as TV or radio.
  
3. In those instances where operations are curtailed or terminated as above set forth, the employer shall apply its present policy of granting administrative leave.

### ITEM 3

#### **Leave Program and Other than Choice Vacation Period Leave Request**

The procedure for submission of applications for Annual Leave during other than the choice vacation period shall be as follows:

1. A Mail Handler shall complete a PS Form 3971, in triplicate, and submit it to the supervisor who is authorized to make the decision regarding the request for leave.
2. Request(s) for annual leave outside the choice vacation period for five (5) days or more shall be submitted no less than **fourteen (14)** calendar days in advance, and such request(s) shall normally be answered by the supervisor within **seven (7)** calendar days after the time of submission.
3. Request(s) submitted for eight-hour increments or more of annual leave for incidental purposes shall be submitted no less than 48 hours in advance, and the supervisor shall approve or disapprove the requests for such leave no later than 24 hours prior to the requested date or dates.
4. Request(s) for partial (less than 8 hours) annual leave shall be submitted no later than 2 hours before the requested leave is to take effect and the supervisor shall approve or disapprove the request for such leave no later than one hour before the requested leave is to take effect. A request not answered within the above stipulated time limits shall be considered approved.
5. If the request for leave is disapproved, the supervisor shall write the reason on the PS Form 3971 and return it to the Mail Handler.

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5. If the request for leave is disapproved, the supervisor shall write the reason on the PS Form 3971 and return it to the Mail Handler.

ITEM 4

**Duration of the Choice Vacation Period**

The choice vacation period shall last 23 weeks starting the third Saturday in April and end on the third Friday in September.

ITEM 5

**Beginning day of an Employees Vacation**

The beginning day of an employee's vacation shall be Saturday and will end on Friday.

ITEM 6

**Two Selections During the Choice Vacation Period**

A Mail Handler, at his/her option, may request two (2) selections during the choice vacation period in units of either five (5) or ten (10) days in accordance with the provisions of Article 10.3.D.2 and 3 of the **2000 - 2004 National Agreement**. Such requests shall be considered in order of seniority as identified in Article 15 of this Local Memorandum of Understanding.

1. Employees who earn thirteen (13) days of annual leave per year shall be granted up to ten (10) days of continuous annual leave during the choice period. The number of days of annual leave, not to exceed 10, shall be at the option of the employee.
2. Employees who earn twenty (20) or twenty-six (26) days of annual leave per year shall be granted up to fifteen (15) days of continuous annual leave during the choice period. The number of days of annual leave, not to exceed fifteen (15), shall be at the option of the employee.

ITEM 7

**Whether Jury Duty/Attendance at National or State Conventions and Attendance at Union Activities Shall be Charged to Choice Vacation Period**

1. Jury duty shall not be charged to the choice vacation period.
2. Attendance at National or State Conventions by officers and elected delegates of the Chicago Local, National Postal Mail Handlers Union, as certified by the Union, shall not be charged to the choice vacation period.
3. Leave for union activities, including but not limited to attendance at union conventions, seminars, training programs, and meetings, if requested prior to the determination of the choice vacation schedule, shall not be a part of the total choice vacation plan.

ITEM 8

**Maximum Percentage of Employees Who Shall Receive Leave During the Choice Vacation Period**

During weeks 1 thru 23, 12% of employees shall receive Leave each week of the Choice Vacation Period.

ITEM 9

**Official Notice to Employee of Approved Vacation**

Within sixty (60) days prior to the start of the choice vacation period, all Mail Handlers will be given written notification of their approved vacation dates.

The employer shall post, on the official bulletin board, the completed vacation no later than thirty (30) days prior to the choice vacation period.

ITEM 10

**Notification of the Beginning of the New Leave Year**

The Employer shall, no later than November 1, 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. Copy of the posting will be made available to the Union President or designee.

ITEM 11

**Overtime Desired List**

**The Overtime Desired Lists referred to in Article 8, Section 5 of the National Agreement shall be maintained on each tour according to:**

A. Tour and/or Special Skill i.e... Vehicle Operator, AFCS Operator

Where operational or other changes affect the utilization of the overtime desired list in the above established sections, union and management will meet to discuss the necessary changes in those affected sections to the maximum extent possible.

B. The procedure for getting on or off the Overtime Desired List shall be as follows:

1. The Employer shall disseminate to the employee the ODL Form three (3) weeks prior to the beginning of the Quarter. The employee shall be responsible for submitting the completed overtime form (Attachment A) to their supervisor or appropriate manager, two (2) weeks before the beginning of each quarter.
2. The employee shall indicate whether or not they prefer to work more than twelve (12) hours in a day. These employees will have an asterisk placed by their name on the ODL.
3. An employee can have his/her name removed from either the ODL at any time by written notification to his/her MDO on their tour. This employee will then be barred from getting back on the ODL for the remainder of the quarter.

ITEM 11 (cont'd)

4. An employee will be allowed to have their name added to the ODL after the start of the quarter if they;
  - a. Bid to a different tour
  - b. After conversion to Full-Time Regular after the expiration of the sign up period.

ITEM 12

**Light Duty Assignments**

1. All requests for temporary light duty assignments shall be considered by Management based on the employee's medical restrictions and the requirements and provisions of Article XIII of the 1990 National Agreement.
2. Management will reassign sick, injured and recuperating employees to light duty assignment, 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.
3. 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/Designee who will be guided by the examining physician's report and the employees ability to perform the duties involved.

**ITEM 13**

**Identification of Assignments Comprising a Section When it is Proposed to Reassign to the Needs of a Section and/or Definition of Sections for Posting and Bidding**

A. The following sections on each separate tour are defined as follows:

1. Cancellation
2. Opening Unit/Secondary Break-up
3. Fixed Mechanization/Dispatch/Robot
4. Mail Equipment Operator (Driver)
5. Platform
6. Small Parcel Bundle Sorter
7. AFSM 100 Flat Preparation

**If it becomes necessary to excess to the needs of the tour, then the entire tour becomes a section for the purpose of satisfying the need.**

**ITEM 14**

**Employee Parking Spaces**

Management will continue to comply with Article 20.4 of the National Agreement.

**ITEM 15**

**Holiday Scheduling**

Sections for Holiday Scheduling shall be by tour and/or special skills ie... MEO (Driver), AFCS Operator.

## ITEM 16

### **Movement of Employees Outside Bidded Area**

Movement of Full-time Regular Employees outside the bidded assignment will be as follows:

- A. Casuals;
- B. Employees from other crafts;
- C. Part-time flexible employees;
- D. Full-time detailed Mail Handlers from other tours
- E. Full-time unassigned Mail Handlers
- F. Employees on Overtime
- G. Pursuant to Article 12, Section 3E3e of the National Agreement, the order of movement of full-time Mail Handler and part-time regular craft employees from their bid assignment shall be on a volunteer basis with the senior employees having first priority. If there is an insufficient number of volunteers, inverse seniority shall determine which employees shall be moved from their bid assignments.

The above provisions shall not be applicable to any employee whose tour of duty will end in one (1) hour or less.

## ITEM 17

### **Local Implementation of this Agreement Relating to Seniority, Reassignment and Posting**

Management shall provide the Mail Handlers Union with an updated seniority list quarterly.

**Miscellaneous**

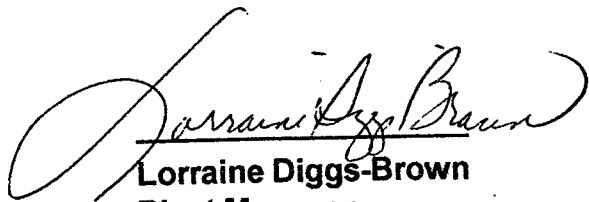
The Employer and the Mail Handlers Union agree that when and if additional management employee committees are established, the Union will be notified and the determination for Mail Handler representation will be discussed.

Mail Handler representation will continue on all established committees within the boundaries of the Mail Handler Craft.

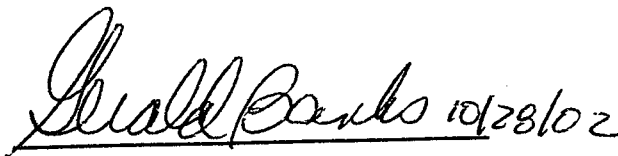
This Local Memorandum of Understanding is entered on between the representative of the United States Postal Service and the designated agent of the National Postal Mail Handlers Union, a Division of the Laborers' International Union of North America, AFL-CIO, pursuant to the Local Implementation Article of the 2000-2004 National Agreement.

**IN WITNESS WHEREOF:**

**UNITED STATES POSTAL SERVICE**



**Lorraine Diggs-Brown  
Plant Manager  
Irving Park Road P&DC**



**Gerald Banks  
Branch President IPR P&DC  
NPMHU Local 306**