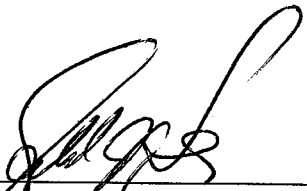
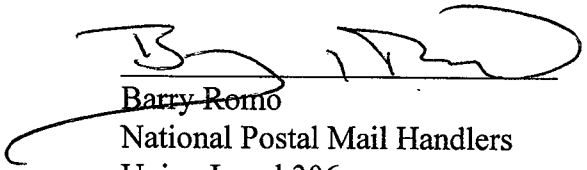


Memorandum Of Understanding  
AMC O'Hare

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.

  
\_\_\_\_\_  
Gerald J. Kubick  
U.S. Postal Service  
\_\_\_\_\_  
Barry Romo  
National Postal Mail Handlers  
Union Local 306

Date: \_\_\_\_\_

4/27/99

Date: \_\_\_\_\_

5/1/99

## **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding is entered into on November 7, 1996 at, AMC O'HARE, 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.**

The Plant Manager shall grant reasonable wash-up time to those Mail Handlers who perform dirty work, or work with toxic materials. The Plant Manager will instruct each manager to abide by this agreement.

### **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.**

In the event of emergency conditions, but not necessarily limited to Acts of God, all due considerations will be given to the Safety and Health of the employee as well as Postal Operations regarding the attendance requirements of the affected employee(s). Management will consider such leave as the installation has authority to grant at that time and will confer with local union leadership regarding attendance requirements.

### **ITEM 3**

#### **FORMULATION OF LOCAL LEAVE PROGRAM.**

Management will prepare a leave program which will be as fair and equitable as possible to all employees based on local operational needs. Vacation planning will be held in the months of October and November during the life of this agreement.

**ITEM 4**

**THE DURATION OF THE CHOICE VACATION PERIOD.**

The duration of the vacation period will be January through November. Employees will be encourage by Management to take vacations January through November, subject to business conditions.

**ITEM 5**

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

The beginning day of an employee's vacation will be the first scheduled work day of the employee's basic work week, or at the employee's option, in accordance with Article 10, Section 3E of the National Agreement.

**ITEM 6**

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

1. Mail Handlers who earn 13 days of annual leave per year may make two selections during the choice vacation period.
2. Mail Handlers earning 20 or 26 days of annual leave per year may make two selections during the choice vacation period, not to exceed 15 consecutive days.

**ITEM 7**

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

1. Leave for jury duty is not to be charged to the choice vacation period.
2. Leave for officials and assigned delegates of the Postal Mail Handlers Union Local 306 to attend National, State and Regional Union Conventions (assemblies) shall not be charged against selections of choice vacation period.

**ITEM 8**

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

Management agrees to schedule 15% of employees, by pay location, for vacation within the choice period consistent with efficient operations of the facility.

The actual number of employees must be determined on a tour basis.

**ITEM 9**

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

1. Each employee, whose choice vacation period has been approved by Management, will be notified prior to December 15.
2. During the interim period between the signing of the PS Form 3971 and the actual time of vacation, should the employee bid out of the present unit to another unit or for some reason cannot take their vacation at the pre-arranged time, this voluntary action may negate their choice of vacation previously arranged for, regardless if it is during or outside of the choice vacation period. This time (choice vacation) will then be offered to the senior employee in the unit. If said employee bids and receives an assignment in another unit, Management will try at all times to honor an employee's scheduled vacation period when it is not in conflict with previously scheduled vacations in the units.

**ITEM 10**

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

Management shall, no later than September 1, post on the bulletin boards (all tour, each tour and by other appropriate means) the beginning date of the new leave year.

**ITEM 11**

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

Requests for annual leave shall be approved or disapproved no later than twenty four (24) hours before leave is to take effect.

Requests submitted for eight hour increments or more of annual leave for incidental purposes shall be made as soon as practicable and the supervisor shall approve or disapprove the requests for such leave as soon as practicable. However, requests must be submitted in a timely manner so that the supervisor will have a minimum of four hours to make a decision and inform the employee.

Requests for partial (less than 8 hours) annual leave shall be made as soon as practicable and the supervisor shall approve or disapprove the request for such leave as soon as practicable. The Supervisor's decision shall be made no later than on hour before the request leave is to take effect.

**ITEM 12**

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

The Overtime Desired List shall be by Tour.

**ITEM 13**

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

Management and Labor will continue to negotiate the number of light duty positions at the Local Labor-Management meetings.

**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.**

No light duty assignment will be established to adversely affect a regularly assigned member of the regular work force.

**ITEM 15**

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

When light duty assignments are necessary, they shall consist of:

1. Traying,
2. APO belt
3. Examining and sacking empty equipment
4. Re-wrap
5. Cancellation
6. Other Mail handler craft job compatible to employee's condition

**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.**

Sections are identified as tours.

**ITEM 17**

**THE ASSIGNMENT OF EMPLOYEE PARKING SPACES.**

1. The present policy shall remain in effect. There shall be no permanent assignment or reserving of parking spaces, except as noted in (2).

2. Permanent assignment of parking spaces will be provided for handicapped, Division Heads, MDO's and one space for the Mail Handlers Union. In addition, space will be reserved for "The Employee of the Accounting Period" (each tour).

**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.**

(This item is covered in Item 7, paragraph 2)

**ITEM 19**

**THOSE OTHER ITEM WHICH ARE SUBJECT TO LOCAL NEGOTIATIONS.**

Definition of section for posting, only.

Posting will be by pay location and Mail Handler functions within the pay location.

The order of moving full time Mail Handlers from their bid assignment will be by juniority.

Any change in Mail Handler job functions within a pay location must be discussed with the Union prior to implementation.

**ITEM 20**

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

1. The Plant Manager shall furnish a copy of an updated seniority list, Overtime Desired List, and Forms 1723 to the Union on a quarterly basis. Also, copies of the holiday and vacation schedules shall be furnished to the Union. The copy of the seniority list will be available in the General Office for all employees to examine.

**Memorandum of Understanding**

**Page 7**

2. The Administrative Vice President or other designated Union representative shall be notified and given an opportunity to review all recent and newly established craft positions prior to posting.

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**MICHAEL J. NAPPI  
ACTING PLANT MANAGER  
U. S. POSTAL SERVICE**

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**BARRY ROMO  
ADMINISTRATIVE VICE PRESIDENT  
NATIONAL POSTAL MAIL  
HANDLERS UNION, LOCAL 306**