

2019-2023 MEMORANDUM OF UNDERSTANDING

BETWEEN THE

UNITED STATES POSTAL SERVICE

DUNDEE, ILLINOIS 60118

AND

JOHN GRACE BRANCH 825

NATIONAL ASSOCIATION OF LETTER CARRIERS, AFL-CIO

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PREAMBLE

This Memorandum of Understanding, made and entered into at Dundee, Illinois by and between authorized representatives of the United States Postal Service and John Grace Branch No. 825 of the National Association of Letter Carriers, AFL-CIO, pursuant to the provisions of Article 30 of the 2019-2023 National Agreement, constitutes the entire agreement of local implementation of the terms of the 2019-2023 National Agreement

ARTICLE 1

RECOGNITION

This Memorandum of Understanding covers all employees of the Dundee Post Office for which the National Association of Letter Carriers, AFL-CIO has been recognized as the exclusive bargaining representative at the national level with respect to wages, hours, and other terms and conditions of employment unless otherwise superseded by the terms of the National Agreement of 2019-2023.

ARTICLE 2

WASH-UP TIME

Each letter carrier in the Dundee Post Office will be granted five (5) minutes of wash-up time each time.

ARTICLE 3

HOURS OF WORK

Employees of the Dundee Post Office shall have rotating non-scheduled days.

ARTICLE 4

CURTAILMENT OR TERMINATION OF POSTAL OPERATIONS

Should management decide to terminate or curtail Postal operations, employees currently on duty will be notified of further instructions and reporting information by management. Employees not on duty will be notified by telephone.

**ARTICLE 5**

**HOLIDAY SCHEDULING**

Employees on a Holiday or day designated as their Holiday will be in the following order of priority:

- 1) Part-time flexible employees.
- 2) All full-time regular letter carriers who are on the overtime desired list who have volunteered to work their Holiday or day designated as their holiday.
- 3) City carrier assistants to the maximum extent possible.
- 4) Full-time regular letter carriers who have volunteered to work on their non-scheduled day in the following order of priority:
  - a) Those letter carriers who have signed the 12/10 hour Overtime List.
  - b) Those letter carriers who have signed the Work Assignment Overtime Desired List:
  - c) Those volunteers who are not signed to any Overtime Desired List:
- 5) All full-time regular employees who have not volunteered to work on the Holiday or day designated as their Holiday, by inverse seniority.

ARTICLE 6

OVERTIME DESIRED LIST

**Section 1.**

The overtime Desired List will be administered on an installation wide basis.

**Section 2.**

In an effort to ensure equitable opportunities for overtime among those employees on the Overtime Desired List, the Employer will provide the Union with the following documentation:

- a) A quarterly list of overtime hours worked and missed by employees on the Overtime Desired List, summarized and updated on a weekly basis.
- b) The record of total work and leave hours used in the delivery unit on a weekly basis including:
  - 1) ETC295P1 - Cumulative Work and Overtime Report
  - 2) ETC225P1 - Hours Analysis Report

or other such documentation generated by the Postal Service which may replace these reports in the future.

**Section 3. Displacement of T-6 Letter Carriers, (carrier technician)**

**A.** Full-time letter carriers called in on their non-scheduled day will work their regular duty assignments, with the additional provision that:

**B.** A T-6 letter carrier will be displaced by a regular called in on a non-scheduled day and will be assigned to a vacant assignment within his string of routes, provided such a vacancy exists. A T-6 may bump any unassigned regulars, PTF or CCA off a hold down to stay within his/her string of routes. If no such vacancy exists, the full-time regular letter carrier called in on their non-scheduled day will be assigned where needed.

ARTICLE 7

REASSIGNMENT

For the purpose of reassignment, the entire installation, by office and craft, will be considered as a section.

## ARTICLE 8

### PARKING

Management shall continue the same parking program on a first come first serve basis.

## ARTICLE 9

### ANNUAL LEAVE

#### Section 1. Initial Selection Process

##### A. Definitions

1. The leave year will begin on the first day of the first full pay period in January of each year and continue for fifty-two (52) consecutive weeks. The vacation calendar will reflect the leave year with the exception of the two full weeks immediately preceding Christmas Day
2. As soon as management receives official notice of the beginning of the new leave year, it shall be placed on the vacation board no later than November 1<sup>st</sup>. The vacation week will begin on Monday and end on Sunday.
3. The choice vacation period, as defined in this Memorandum of Understanding, will consist of twenty (20) consecutive week beginning with the first full week of May and, also, include the week determined to be Spring Break, the week in which Thanksgiving falls and the week immediately following Christmas Day. The union will notify management by January 2<sup>nd</sup>, what week is to be considered Spring Break
4. Any portion of the leave year which falls outside this choice vacation period, as defined above, will be considered non-choice vacation time.

B. A vacation board listing employee names, by seniority, will be posted by November 1. At this time, the union will notify management which week will be considered the week of Spring Break.

C.. The Employer will allow 15% of the total carrier complement off each week during the choice vacation period and 8% of the total carrier complement off each week during the non-choice periods. The standard rounding rule, that is, when computing the number, the fraction of .5 or higher will be rounded up to the next highest number, shall apply. Approval of leave for CCA's under the foregoing provisions is contingent upon their having a sufficient leave balance when the leave is taken.

D. Beginning January 2<sup>nd</sup>, employees will commence making their vacation selections for the choice period by seniority, with all selections completed by February 1<sup>st</sup>. Each employee will be notified in turn when their twenty four selection time will begin.

Article 9.1 continued

E.. Vacation selections will be entered on PS Form 3971 and submitted to the Employer in triplicate--one signed copy indicating approval or disapproval being returned to employees prior to clocking out on the day which concludes their designated bidding period.

1. Employees who are off due to scheduled absence on their designated bid day will submit their bids to the Employer in advance.
2. Employees who are off due to unscheduled absence on their designated bid day may advise the Employer of their vacation selections telephonically or by proxy by 10:00AM on the day which concludes their designated bidding period.
3. Employees who fail to bid on the day so designated by the Employer will be considered the senior bidder during the 2-day period their selections are submitted.

G. Employees, at their option, will be granted up to two (2) selections during the choice vacation period in units of one (1) week or two (2) weeks, the total not to exceed fifteen (15) days pursuant to the provisions of Article 10 of the National Agreement.

1. Employees who earn 13 days of annual leave per year will be granted up to ten (10) days of continuous annual leave during the choice period.
2. Employees who earn 20 or 26 days of annual leave per year will be granted up to fifteen (15) days of continuous annual leave during the choice period.
  - a. Jury duty, sick leave, military leave, or leave relative to Union business will not be considered among any employee's choice period vacation selections.
  - b. Jury duty, sick leave, and military leave will not constitute any part of the station's weekly quota for leave.
  - c. Leave relative to Union business will constitute a part of the station's weekly quota for leave.

H. During the initial selection process, requests for choice period or non-choice period annual leave will not exceed a combined total of four (4) annual weeks, the exception being that employees who earn five (5) weeks of annual leave per year may request a combined total of five (5) weeks choice and non-choice period annual leave.

I. The awarding of choice period and non-choice period annual leave during the initial selection process will be determined by seniority.

J. Prior to the end of each day of bidding during the initial selection process, the Employee will enter their names on the appropriate grids on the vacation calendar.

K. Starting November 1<sup>st</sup>, employees may submit bids for non-choice vacation periods.

**Section 2. Open Periods**

- A.** Any vacation period, whether choice or non-choice period, in which fewer than the weekly quota of employees (pursuant to Article 9.1.D of this Memorandum of Understanding) have successfully bid during the initial selection process is hereby defined as an open period. After the initial selection process has been completed, open periods are available to employees for additional selections of annual leave.
- B.** Requests for open period annual leave will be entered on PS Form 3971 and submitted in triplicate no later than seven days (7) days prior to the initial day of the vacation period(s) requested. A signed copy of PS Form 3971 indicating either approval or disapproval of leave will be returned to the employee no later than forty-eight (48) hours after submission of the request. Approval of leave for CCA's under the foregoing provisions is contingent on their having a sufficient leave balance when the leave is taken.
- C.** All open period requests will be properly submitted to an appropriate supervisor. If PS Form 3971 is not returned to the employee within forty-two (48) hours after submission by the employee, marked approved or disapproved with specific reasons noted thereon, annual leave is approved.
- D.** Requests for open period leave will be granted on the basis of earliest submission of PS Form 3971. However, when more than one bid for the same open period is submitted on the same date, seniority will prevail as the factor which determines the successful bidder.
- E.** In cases where earliest submission of PS Form 3971 cannot be definitively determined, seniority will prevail as the determining factor in awarding open period leave.

**Section 3. Leave Requests Of Less Than Forty (40) Hours**

- A.** Requests for leave of less than forty (40) hours may be submitted for any vacation period in which fewer than the weekly quota of employees (pursuant to Article 9.1.D. of this MOU) have been granted.
- B.** Such requests will be entered on PS Form 3971 and submitted to the Employer in duplicate no later than 48 hours prior to the day in which the requested leave hours begin. A signed copy of the PS Form 3971 indicating either approval or disapproval of leave will be returned to the employee no later 48 hours after submission. Approval of leave for CCA's under the foregoing provisions is contingent on their having a sufficient leave balance when the leave is taken.
- C.** The granting of request for leave of less than forty hours will be in accordance with the method described in Article 9.2.C of this MOU. Employees who wish to utilize "case and goes" may do so, however, requests for annual leave in units of whole weeks will take precedence over "case and goes".
- D.** Requests for leave of less than forty hours may not be submitted during the initial selection process.



(Article 9.4, continued)

#### **Section 4. Leave Relative To Union Business**

##### **A. Convention Leave**

1. Convention leave is hereby defined as leave authorized to Union members of the purpose of attending the State and National Convention of the National Association of Letter Carriers.
2. The Union will advise the Employer no later than Saturday of the third full week of November as to the dates on which the State and National Conventions are to be held and the number of delegates planning to attend so that leave in the choice vacation period may be reserved for those employees and so indicated on the vacation calendar.
3. Although approved Convention leave will not be considered among any employee's choice period vacation selection, such leave will be considered as part of the station's weekly quota for leave.
4. When it is determined that a vacation week which has been reserved for an employee for the purpose of attending the State or National Convention is not to be used in that regard, such leave will be canceled in accordance with Article 9.5 of this Memorandum of Understanding and opened for bidding.

##### **B. Organization Leave**

1. Organization leave is hereby defined as leave authorized duly appointed representatives, stewards or other elected officers of the Union to attend training schools, seminars, or special meetings sponsored or endorsed by the national Association of Letter Carriers.
2. Requests for such leave will be submitted only after the initial bidding process has been completed.
3. The Branch Secretary will notify the Employer of the date(s) requested as far in advance as possible but no later than Monday of the week preceding that in which the function is scheduled.
4. The Employer will make every reasonable effort to grant requests for Organization leave.

#### **Section 5. Cancellation of Leave**

**A.** Annual leave may be cancelled in full weeks only. An exception to this provision is cancellation of previously approved leave of less than forty (40) hours.

**B.** An employee's intention to cancel annual leave must be entered on PS Form 3971 and submitted to the Employer in duplicate no later than seventeen (17) days prior to the beginning of the vacation period(s) to be cancelled.

(Article 9 Section 5, continued)

C. Except during open periods, the Employer will post copies of all PS Forms 3971 indicating cancelled leave on the bulletin boards in all letter carrier units no later than the start of business on the first full workday following receipt of the cancellation notice and update the vacation calendar accordingly. The cancelled period will remain posted for five (5) working days and will be awarded to the senior bidder at the conclusion of that period.

D. If, after being posted for five (5) days, no bids have been submitted, the cancelled period will become available for bidding under the provisions of Article 9.2.B,C, above with the understanding that time limits pursuant to Article 9.2.B will remain in effect.

E. Annual leave may be cancelled on shorter notice than that prescribed in Article 9.5.B above only upon mutual agreement between representatives of the Employer and the Union. Such mutual agreement will be evidenced by the appearance of a Union steward's dated signature on PS Form 3971 canceling leave.

F. Time limitations for bidding as prescribed in Article 9.2.B of this Memorandum of Understanding will be waived when vacation periods become available as the result of annual leave being cancelled pursuant to Article 9.5.D above. Such cancelled periods will remain posted for two (2) working days and will be awarded to the senior bidder at the conclusion of that period.

#### Section 5. Cancellation of Leave

A. Annual leave may be canceled in full weeks only with the exception of previous approved leave of less than 40 hours.

B. An employee's intention to cancel annual leave must be entered on PS Form 3971 and submitted to the Employer in duplicate no later than seventeen (17) days prior to the beginning of the vacation week(s) to be canceled.

C. Except during open periods, upon receipt, the Employer will post PS Form 3971 indicating "canceled leave" on the bulletin board and update the leave calendar accordingly to enable employees to bid on the open period.

#### Section 6. Miscellaneous Provisions

A. Employees will neither be required nor permitted to work during their vacation.

B. Trading of vacations will not be permitted.

C. The vacation calendar will be accessible to all employees, but the Employer will be solely responsible for its maintenance.

D. Letter Carriers who become ill while on annual leave during the choice vacation period will be allowed to make another selection during the choice period.

ARTICLE 10

ASSIGNMENT OF ILL OR INJURED EMPLOYEES

Section 1.

The installation head will make every effort to employ letter carriers in their own station for the purpose of assignment to light duty. To the extent possible, such duty will consist of work within the employee's own craft and regular duty assignment.

Section 2. Identification of Light Duty Assignments

A light duty assignment is any assignment within the medical limitations of the employee who is temporarily or permanently incapable of performing his normal duties as a result of illness or injury. It is hereby agreed that light duty assignments may include but are not limited to the following:

1. Assisting routes by setting up mail
2. Casing mail and strapping out routes
3. Delivery of special delivery, parcel post, and Express Mail

ARTICLE 11

POSTING AND BIDDING

Section 1.

A vacant or newly established duty assignment not under consideration for reversion will be posted within fourteen (14) calendar days or the day it becomes vacant or is established.

Section 2.

PS Form 1716, notice inviting bids for letter carrier craft assignments and for other assignments to which a letter carrier is entitled to bid, will be posted on the bulletin board for ten (10) days. The Employer will furnish the Union with copies of all such notices. When an absent employee has so requested in writing, stating a mailing address, a copy of any notice inviting bids from the craft employees will be mailed to the employee by the installation head or designee.

(Article 11, continued)

Section 3.

Letter carriers will submit their bids in writing to the manager in charge by 5:00 p.m. on the final day of bidding. When more than one assignment is posted, letter carriers will have the right to submit bids for all such assignments, stating an order of preference. A Steward or other Union representative will be present when bids are opened.

Section 4.

Notices of successful bids will be posted within ten (10) days after the close of bidding, giving the successful bidder's name and seniority date. The Employer will furnish the Union with copies of all such notices.

Section 5.

A successful bidder will not have retreat rights to his/her prior assignment.

Section 6. Preferential Bidding

- A. The Employer will post all temporarily vacant full-time duty assignments of anticipated duration of five (5) days or more.
- B. Full-time reserve, unassigned regular, part-time flexible letter carriers, and city carrier assistants may indicate their preference for such assignments until the close of business on Tuesday of the week immediately preceding the vacancy.
- C. On the Wednesday before the assignment commences, the senior letter carrier having indicated his or her preference will be notified that he or she has been awarded the assignment.
- D. The above shall not apply where assignments become available upon less than twenty-four (24) hours notice. In such circumstances, management shall inquire as to the preference of each employee and award the assignment to the senior employee who indicates a preference.
- E. The Employer will provide copies of posting and award notices to the shop steward on the day of each posting or award.

Section 8.

A full-time letter carrier's route will be posted for bid when the starting time is changed by more than one (1) hour.

Article 11 continued

Section 9.

When a letter carrier route or full-time duty assignment, other than the letter carrier route(s) or full-time duty assignment(s) of the junior employee(s), is abolished at a delivery unit as a result of, but not limited to, route adjustments, highway, housing projects, all routes and full-time duty assignments at that unit held by letter carriers who are junior to the carrier(s) whose route(s) of full-time duty assignment(s) was abolished shall be posted for bid in accordance with the posting procedures in the Article.

ARTICLE 12

Additional Items

Section 1

1. Letter carriers will be granted two ten (10) minute breaks on the street.
2. Employees wishing to utilize the "no lunch" memorandum (one punch lunch) are required to sign their names on form 3189 prior to leaving for their street duties. Employees observed having a lunch period while signed up to waive their lunch period will lose those privileges based upon the following agreement:
  - 1<sup>st</sup> Offense—loss of waiver of lunch privileges for one month
  - 2<sup>nd</sup> Offense—loss of waiver of lunch privileges for three months
  - 3<sup>rd</sup> Offense—loss of waiver of lunch privileges for the length of this agreement