

Memorandum of Understanding

Between

The United States Postal Service

Itasca, Illinois 60143

And

John Grace Branch No. 825

National Association of Letter Carriers

AFL-CIO

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PREAMBLE

This Memorandum of Understanding, made and entered into at **Itasca**, 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 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 Itasca 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at the national level with respect to wages, hours, and other terms and conditions of employment unless otherwise superseded by the terms of the National Agreement of 2019.

ARTICLE 2

WASH-UP TIME

The Employer shall give reasonable washing-up time.

ARTICLE 3

NON-SCHEDULED DAYS

All full-time letter carrier and all regular letter carrier assignments in the Itasca Post Office, including utility assignments, shall be on a fixed day off schedule with a five day work week running from Saturday through Friday.

ARTICLE 4

CURTAILMENT OR TERMINATION OF POSTAL OPERATIONS

When considering the curtailment or termination of postal operations due to local emergency conditions, the Employer will use official orders of local authorities and the health and safety of the employees as determining factors.

ARTICLE 5

HOLIDAY SCHEDULING

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

- 1) Part-time flexible letter carriers to the maximum extent possible.
- 2) All full-time regular letter carriers who have volunteered to work on the Holiday or day designated as their Holiday by seniority.
- 3) City carrier assistants to the maximum extent possible
- 4) All full-time regular letter carriers on their non-scheduled day in the following order of priority:
 - a) those employees who have signed the 12/10-hour Overtime Desired List;
 - b) those volunteers who have signed the Work Assignment Overtime Desired List by seniority;
 - c) those volunteers who have not signed onto any Overtime Desired List by seniority.
- 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 for letter carriers will be administered on an installation-wide basis.

Section 2.

A. Full-time regular carriers called in to work on a Non-Scheduled day must be given his or her full-time duty assignment even though the assignment is usually worked by a Utility carrier on the Full-time regular carriers non-schedule day.

B. When replaced by a Regular carrier, Utility carriers may “bump” an employee who has opted to cover a temporarily vacant assignment within the Utility carriers string.

C. A Utility carrier shall be moved off his or her swing only when all the regular carriers on his swing are covering their own assignment or if unanticipated circumstances require it.

ARTICLE 7

REASSIGNMENT

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

ARTICLE 8

PARKING

Management reserves the right to assign parking places subject to availability and the needs of the Postal Service.

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 end on the last day of the last full pay period of the year. The vacation calendar will reflect the leave year.
 2. The vacation week will begin on Monday and extend through Sunday.
 3. The choice vacation period, as defined in this Memorandum of Understanding, will consist of twenty-one (21) consecutive weeks beginning with the first Monday of May and also include the week of Thanksgiving.
 4. Any portion of the leave year which falls outside the choice vacation period as defined above will be considered non-choice vacation time.
- B. The Employer will post, no later than three (3) weeks prior to the commencement of vacation bidding, the vacation calendar and a notice indicating the dates on which employees are scheduled to bid.
- C. Bidding will commence on Monday of the third full week of November.
- D. The Employer will allow 14% of the total carrier complement off each week during the choice vacation period and 10% of the total carrier complement off each week during the non-choice periods. The standard rounding rule will apply when calculating the number of employees to be granted leave during any choice or non-choice vacation period, the fractional percentage .5% will be rounded up to the next higher whole number. *Approval of leave for CCAs under the foregoing provisions is contingent on their having a sufficient leave balance when the leave is taken.*
- E. By seniority, one (1) carrier will have three (3) days to bid until the process has been completed.

(Article 9.section 1.continued)

F. Each vacation selection will be entered on PS Form 3971 and submitted to the Employer in duplicate--one signed copy indicating approval or disapproval being returned to employees.

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 that day.
3. Employees who fail to bid on the day so designated by the Employer will be considered the senior bidder on the day 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, medical leave, military leave, or leave relative to Union business will not be considered among any employee's choice period vacation selections.
 - b. Jury duty, medical 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 and non-choice period annual leave will not exceed a combined total of four (4) weeks, except that if employees earn five (5) week of annual leave per year they will have choice of a combined total of five (5) weeks of in choice and non-choice period.

(Article 9.section 1.continued)

- 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 Employer will enter the names of those employees for whom annual leave has been approved in the appropriate grids on the vacation calendar.

Section 2. Open Periods

- A. Any vacation period, whether choice or non-choice period, in which fewer than the period 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 duplicate. A signed copy of PS Form 3971 indicating either approval or disapproval of leave will be returned to the employee after submission of the request.
- C. 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. ***Approval of leave for CCAs under the foregoing provisions is contingent on their having a sufficient balance of leave when the leave is taken.***
- D. 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 4. Leave Relative to Union Business

A. Convention Leave

- 1. Convention leave is hereby defined as leave authorized to Union members for the purpose of attending the State and National Conventions of the National Association of Letter Carriers.

(Article 9.section 4.A.continued)

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 vacation selections, 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 the 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. Requests for Organization leave will be entered on PS Form 3971 and submitted to the Employer in duplicate on the earliest date possible. A signed copy of PS Form 3971 indicating either approval or disapproval will be returned to the employee immediately upon determination.
5. The Employer will make every reasonable effort to grant requests for Organization leave.

(Article 9.continued)

Section 5. Cancellation of Leave

- A. Annual leave may be canceled in full weeks only. An exception to this provision is cancellation of 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 seventy two (72) hours prior to the beginning of the vacation week (s) to be canceled.
- C. The Employer will post notice of cancellation indicating "canceled leave" on the bulletin board no later than the start of business on the first full workday following receipt and update the vacation calendar accordingly to enable employees to bid on the open period. The cancelled period will remain posted for three (3) working days and will be awarded to the senior bidder at the conclusion of that period.
- D. Annual leave may be canceled on shorter notice than that prescribed in Article 9.5.B above only upon mutual agreement of 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.

Section 6. Miscellaneous Provisions

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

ARTICLE 10

ASSIGNMENT OF ILL OR INJURED EMPLOYEES

Section 1.

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

- A. There shall be no specified number of light duty assignments.

Section 2.

The method to be used in reserving light duty assignments so that no regularly assigned member of the work force will be adversely affected:

- A. There shall be no reserving of light duty assignments.

Section 3.

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

- A. A light duty assignment is any assignment within the physical capabilities of an employee who is temporarily or permanently incapable of performing his normal duties as a result of illness or injury with guarantee of 8 hours.

ARTICLE 11

POSTING

Section 1.

A vacant or newly established duty assignment not under consideration for reversion will be posted within fourteen (14) calendar days of 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.

Section 3.

All bids must be submitted on PS Form 1717.

Section 4.

Notices of successful bids will be posted on the next full working day 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. Preferential Bidding

Full-time reserve, unassigned regular, part-time flexible letter carriers and city carrier assistants may exercise their preference by use of their seniority to bid on any temporarily vacant full-time duty assignment of anticipated duration of five (5) days or more.

(Article 11.5, continued)

- A. Except during the choice vacation period, the Employer will accept all bids submitted prior to the posting of the relevant schedule. During the choice vacation period, the Employer will accept all bids submitted no later than seven (7) days prior to the posting of the relevant schedule.

- B. In those circumstances where an assignment becomes available after the posting of the weekly schedule, the Employer will inquire as to the preference of available employees and award the assignment to the senior available employee who has indicated a preference.

- C. PTF preference bids will be copied and returned to employees bearing a supervisor's signature as verification of receipt.

Section 6.

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

Section 7.

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) or full-time duty assignment(s) was abolished will be posted for bid in accordance with the posting procedures in Article 41 of the National Agreement.

ARTICLE 12

SEPARABILITY AND DURATION

Section 1.

Should any part of this Memorandum of Understanding or any provision herein be found to be inconsistent with the National Agreement or be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by a court of competent jurisdiction, such invalidation of such part or provisions of this Memorandum of Understanding will not invalidate the remaining portions, and they will remain in full force and effect.

Section 2.


This Memorandum will be in force until replaced by a new Memorandum negotiated pursuant to the provisions of the 2019 National Agreement.

This Memorandum of Understanding was entered into on the day of 14th May 2021, between representatives of the United States Postal Service, Itasca, Illinois and representatives of John Grace Branch No. 825 of the National Association of Letter Carriers, AFL-CIO, pursuant to the local implementation provisions of the 2019-2023 National Agreement.

For the United States Postal Service


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For John Grace Branch No. 825, NALC


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