

Memorandum of Understanding

Between

The United States Postal Service

Algonquin, Illinois 60102

And

John Grace Branch No. 825

National Association of Letter Carriers

AFL-CIO

## PREAMBLE

This Memorandum of Understanding, made and entered into at **Algonquin**, Illinois by and between representatives of the United States Post Office 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 the employees of the **Algonquin** 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at the national level with respect to wages, hours, and other terms and conditions of employment unless otherwise superseded by the terms of the National Agreement of 2019 - 2023.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

The parties mutually agree that employees will be granted five (5) minutes wash-up time per day.

## ARTICLE 3

### NON-SCHEDULED DAYS

All full-time regular letter carriers will have rotating days off.

#### 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 10/12 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 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 monthly 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 Letter Carrier Technicians

- A. Full-time letter carriers called in on their non-scheduled day will work their regular duty assignments.
- B. A carrier technician who has been displaced by a regular called in on a non-scheduled day will be assigned to a vacant assignment within his string of routes, provided such a vacancy exists. If no such vacancy exists, the full-time regular carrier called in on their non-scheduled day will be assigned where needed.

**ARTICLE 7**

**REASSIGNMENT**

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

**ARTICLE 8**

**PARKING**

Parking spaces in excess of the USPS needs will be available on a first come, first service basis.

**ARTICLE 9**

**ANNUAL LEAVE**

Section 1 Initial Selection Process

A. Definitions

1. The leave year will begin on Monday 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.
2. The vacation week will begin Monday and extend through Sunday.

(Article 9, section 1.A, continued)

3. The choice vacation period, as defined in this Memorandum of Understanding, will consist of eighteen (18) consecutive weeks beginning with the third full week of May and include, also, the week determined as Spring Break, the weeks in which Veterans Day and Thanksgiving falls, and the week immediately following Christmas day. The Super Prime Vacation period, defined in Section D shall consist of the week in which Memorial Day falls and continue on until the third full week of August.
  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. The Union at that time will provide the dates that will constitute Spring Break.
- C. Bidding will commence on Monday of the last full week of November.
- D. The Employer will allow 15% of the total letter carrier workforce (including City Carrier Assistants), off each week during Super Prime vacation period and 10% of the total letter carrier workforce (including City Carrier Assistants) off each week during all other periods, with the additional understanding that a fraction of .50 or higher will result in rounding up to the next whole number.
- E. Every two (2) days, 10% of the carrier complement, by seniority, will bid until the process has been completed.
- F. 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 by telephone or by proxy by 10:00AM on the day which concludes their designated bidding period.

(Article 9, section 1.F, continued)

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 thirteen (13) days of annual leave per year will be granted up to ten (10) days of continuous 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 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 post offices weekly quota for leave.
    - c. Leave relative to Union business will constitute a part of the post offices 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, 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 2-day bidding period 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.

(Article 9, continued)

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 triplicate no later than fourteen (14) 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.
- C. All open period requests will be properly submitted to an appropriate supervisor. If PS Form 3971 is not returned to the employee within seventy-two (72) hours after submission by the employee, marked approved or disapproved with specific reason thereon, annual leave is approved.
- D. Requests for open periods 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.
- F. Leave requests of less than forty (40) hours must be submitted no later than 7 days prior to the Monday of the vacation week in which the requested leave hours occur. Leave requests of less than forty hours may not be submitted during the initial selection process.

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 period 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 cancelled 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. Requests for Organization leave will be entered on PS Form 3971 and submitted to the Employer in triplicate 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 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 ten (10) days prior to the beginning of the vacation period to be cancelled.
  
- C. Except during open periods, the Employer will post a notice 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, and D 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) days and will be awarded to the senior bidder at the conclusion of that period.

(Article 9, continued)

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. 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.
- E. 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 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 employees own craft and regular duty assignment.

Section 2 Identification of Light Duty Assignments

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. It is hereby agreed that light duty assignments may include but are not limited to the following:

- a) assisting routes by setting up mail
- b) casing mail and strapping out
- c) relabeling carrier cases
- d) training new employees

(Article 10, section 2, continued)

- e) rewriting carrier route books
- f) delivery of special delivery and parcel post
- g) coverage of suitable collection routes
- h) delivery of express mail
- i) labeling apartment boxes

### Section 3

When the above assignments prove inadequate to cover the assignments requested by employees, the installation head will meet with a representative of the Union to determine what other work may be designated as light duty. Duties within reason, which the Union and Employer identify, will be designated as light duty.

## 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 five (5) 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 5:00PM 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 the bids are opened.

Section 4

Notices of successful bids will be posted within (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 or her prior assignment.

Section 6 Preferential Bidding

The Employer will post all temporarily vacant full-time duty assignments of anticipated duration of five (5) days or more.

- A. Full-time reserve, unassigned regular, part-time flexible letter carriers and city carrier assistants may indicate their preference for such assignments until 10:00AM on Tuesday of the week immediately preceding vacancy.
  
- B. 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.

(Article 11, section 6, continued)

- C. In those circumstances where an assignment becomes available after the posting of the weekly schedule, the Employer will inquire as to the preference of employees and award the assignment to the senior employee who has indicated a preference.
  
- D. The employer will provide copies of posting and award notices to the shop steward within seventy-two (72) hours.

#### 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.

#### Section 8

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.

## ARTICLE 12

### CARRIER BREAKS

#### Section 1

Letter carriers will be granted one 10 minute break in the office and one 10 minute break on the street with the exception that smokers may opt to take two (2) five (5) minute breaks in lieu of the office break. Those employees who wish to avail themselves of the smoking breaks must indicate so on the sign-up sheet which will be posted quarterly.

ARTICLE 13

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 27<sup>th</sup> May 2021, between representatives of the United States Postal Service, Algonquin, 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 NALC John Grace Branch No. 825

  
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