

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE UNITED STATES POSTAL SERVICE

BENSENVILLE, IL. 60106

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 **Bensenville**, 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 Bensenville 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at the national level with respect to wages, hours, and other terms and conditions of employment unless otherwise superseded by the terms of the National Agreement of 2019-2023.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 such time as is reasonably necessary for washing-up after performing dirty work.

ARTICLE 3

NON-SCHEDULED DAYS

Section 1.

All full-time regular letter carriers assigned to a six (6) day delivery route will have a rotating work schedule.

(Article 3.continued)

Section 2.

A T-6 may not be bumped from his swing without his permission. 'Unanticipated circumstances' will be defined as occurrences of an emergency nature not expected to happen again.

ARTICLE 4

CURTAILMENT OR TERMINATION OF POSTAL OPERATIONS

The local management will conform to Postal Service regulation and manuals concerning the curtailment or termination of postal operations.

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 will be by sections as defined in this Memorandum of Understanding.

Section 2

In order to ensure equitable opportunities for overtime among those employees on the Overtime Desired List, the Employer will provide the Union with a posted, quarterly list of overtime hours worked by employees on the List, summarized and updated on a weekly basis.

ARTICLE 7

REASSIGNMENT

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

ARTICLE 8

PARKING

The Employer will continue to provide parking at no cost to employees.

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 so established. 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 begin on the first full week of April and extend through the last full week of September.

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 November 1st, the vacation calendar.

C. The Employer will post, no later than December 1st, the vacation chart indicating the dates on which employees are scheduled to bid.

D. The Employer will allow a minimum of 12% of all letter carrier craft employees off each week during the choice vacation period and 7% of all letter carrier craft employees off each week during the non-choice vacation period. (The percentage of employees permitted annual leave each week will be based on the number of letter carriers employed in the Bensenville Post Office on the day vacation bidding begins.) Approval of leave for craft employees under the foregoing provisions is contingent upon their having a sufficient leave balance when the leave is taken.

E. By seniority 10% of the craft will bid each day until the process has been completed. The standard rounding rule will apply to fractional percentages, i.e., any amount over .5% will be rounded up to the next highest whole number, while any number less than .5% will be rounded down to the nearest whole number.

(Article 9.section 1.continued)

F. Vacation selections will be entered on PS Form 3971 and submitted to the Employer in duplicate--one signed copy indicating either 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 may 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.
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, 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. The awarding of choice period and non-choice period annual leave during the initial selection process will be determine by seniority.

(Article 9.section 1.continued)

I. 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. (no more than three weeks in choice)

J. At the conclusion of each bidding period during the initial selection process, the Employer will enter the names of those employees for whom annual leave has been approved on the vacation schedule.

Section 2. Open Periods

A. Any vacation week, whether choice or non-choice period, in which fewer than the weekly quota of employees pursuant to Article 9.1.F 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 to the Employer in duplicate with a duplicate copy being returned to the employee indicating either approval or disapproval within forty-eight (48) hours 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 craft employees under the foregoing provisions is contingent upon their having a sufficient leave balance 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.

(Article 9. continued)

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 week in which fewer than the weekly quota of employees (pursuant to Article 9.1.D of this LMU have been granted leave. Approval of leave for craft employees under the foregoing provisions is contingent upon having a sufficient leave balance when the leave is taken.

B. Such requests will be entered on PS Form 3971 and submitted to the supervisor in triplicate no earlier than one (1) month nor later than two (2) weeks prior to the date 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. Upon the approval of leave of less than forty (40) hours the employer will enter the name on the leave chart.

C. The granting of requests for leave of less than forty (40) hours will be in accordance with the method prescribed in Article 9.2.C, D of this Memorandum of Understanding. Approval of leave for craft employees under the foregoing provisions is contingent upon their having a sufficient leave balance when the leave is taken.

D. A maximum number of employees granted leave per day will be as the limits set in Article 9 section 1.D and E.

E. Requests for leave of less than forty (40) 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.

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.

(Article 9.4.A, continued)

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 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. 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. In those situations where notification cannot be given or has not been received from the Branch Secretary as set forth in Article 9.4.B.3 above, requests for leave in units of less than one week to attend Union functions or engage in Union business will take precedence over all other such requests submitted on the same date, regardless of seniority.

(Article 9, continued)

Section 5. Cancellation of Leave

A. Annual leave must be canceled in full week increments 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 fourteen (14) days prior to the beginning of the vacation period to be canceled.

C. Except during open periods, the Employer will post all cancellations of annual leave on the bulletin board no later than the start of business on the first full working day following receipt of the notice of cancellation and update the vacation calendar accordingly to enable employees to bid on the open period. Such cancellations will remain posted for three (3) days. Bidding will be in accordance with the method prescribed in Article 9.2.B, C, D above. The Employer will provide the Union with copies of all cancellations and award notices upon request.

D. Annual leave may be canceled 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 representative's dated signature on PS Form 3971 canceling leave.

E. Time limitations for bidding as prescribed in Article 9.2.B of this Memorandum Understanding will be waived when vacation periods become available as the result of annual leave being canceled pursuant to Article 9.5.D above. Such canceled periods will remain posted for two (2) days and will be awarded to the senior bidder at the conclusion of that period with the understanding that bids for leave in increments of full weeks will take precedence over bids for leave of less than forty (40) hours.

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. Should the total vacation hours approved for an employee exceed the leave hours available to that employee, that employee must cancel a one (1) week unit of annual leave.

ARTICLE 10

MISCELLANEOUS

Management will continue to grant reasonable use of the coffee, candy and soda machines.

1. Radios will be permitted at the case, but volume will be kept at a reasonable level.
2. Letter carriers will be granted two ten (10) minute breaks on the street with the exception of those employees who wish to utilize two five (5) minute smoking breaks in lieu of one of their street breaks in the office.
3. Letter Carriers may waive their lunch periods with the following requirements only: they must waive their lunch period prior to leaving for the route and must have the union sign off on that approval.

ARTICLE 11

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 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) casing mail or otherwise preparing routes for delivery
- b) relabeling carrier cases
- c) rewriting carrier route books

(Article 11, continued)

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 12

POSTING

Section 1.

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 2.

Notices of successful bids will be posted 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 3. 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 12.3, continued)

- A. Letter carriers may indicate their preference for such assignments until the close of business on the Monday of the week immediately preceding the vacancy.
- B. The senior letter carrier having indicated his or her preference will be notified that he or she has been awarded the assignment by the posting of the weekly schedule.
- 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 available, unassigned employees and award the assignment to the senior employee who has indicated a preference that day.
- D. When preference bids are submitted in duplicate, a copy will be returned to the employee.

Section 4.

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 7.

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

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 2016 National Agreement.

This Memorandum of Understanding was entered into on the 21 day of May, 2021 between representatives of the United States Postal Service, Bensenville, Illinois and representatives of John Grace Branch No. 825 of the National Association 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:



Denina Morales
Postmaster, 60106

For John Grace Branch No. 825, NALC:



Jay R. Ricke, President
Branch 825, NALC