

Memorandum of Understanding

Between

The United States Postal Service

Cary, Illinois 60013

And

John Grace Branch No. 825

National Association of Letter Carriers

AFL-CIO

9/20



Branch: 825
 Office / City: Cary, IL
 Impasse: Item 9
 Case No. J16N-4J-1 18048013, 18048029, 18048045

PRE-ARBITRATION SETTLEMENT(S)

Pursuant to the terms and obligations as set forth in the current National Agreement, management and union designees met and discussed this case. As a result of these discussions, we have mutually agreed to full settlement of the above referenced case(s) as follows:

The following provisions for CCA Leave usage will be added to the Annual Leave section of the LMOU. All current requirements for the submission and processing of leave requests apply.

SECTION 6 CCA ANNUAL LEAVE PROVISIONS


1. City Carrier Assistants will not count towards the percentage of carriers off during the prime time and non-prime time vacation slots.
2. Management will be allowed to block out six (6) of the ten (10) holiday weeks, identified in Article 11 of the National Agreement for City Carrier Assistants. The blocked weeks will be as follows, Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas and New Year's weeks.
3. The weeks from the third Saturday in November through New Year's will not be available for CCA leave selection and will be at management's discretion.
4. After the completion of each round of vacation bidding enumerated in Article 9 of the Cary, IL LMOU, City Carrier Assistants will be allowed to select weeks from the remaining open slots on the calendar based on their relative standing order for the office.
5. The maximum of one (1) City Carrier Assistant will be allowed off per day/week though the choice vacation period (CVP) (only for those days which have an opening).
6. In order to preserve the percentage permitted off for the career workforce, for each day/week of leave selected by a City Carrier Assistant, an equivalent slot will be made available for the career carriers on the leave calendar for the same time period. However, if the CCA cancels leave by choice, or is not permitted to take the leave for lack of sufficient leave balance, the slot will be removed from the calendar with no requirement for reposting as it was not intended to add additional slots.
7. Any granting of CCA leave under such provisions is contingent upon the employee having a sufficient leave balance when the leave is taken.



 Ronald Hirn
 Labor Relations Specialist
 USPS

9/18/18

 Date



 Jon Calloway
 NALC Representative

9-17-18

 Date

PREAMBLE

This Memorandum of Understanding, made and entered into at Cary, 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 Cary 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.

ARTICLE 2

WASH -UP TIME

Each letter carrier in the Cary Post Office will be granted five (5) minutes wash-up time per day.

ARTICLE 3

NON-SCHEDULED DAYS

Section 1

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

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 for letter carriers 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 bi-weekly basis.

Section 3 Displacement of T-6 Letter Carriers

- 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/her string of routes, provided such a vacancy exists. If no such vacancy exists, the full time regular letter called in on their non-scheduled day will be assigned where needed.
- C. When a T-6 letter carrier is called to work on his or her non-scheduled day and two assignments are vacant on their swing, the T-6 letter carrier will have his or her choice of assignments.

ARTICLE 7

REASSIGNMENT

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

ARTICLE 8

PARKING

The Employer will continue to provide parking spaces for all craft employees.

ARTICLE 9

ANNUAL LEAVE

(CCA Annual Leave Provisions dated 9/17/18 are attached)

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 on Monday and extend through Sunday.
3. The choice vacation period, as defined in this Memorandum of Understanding, will consist of twenty-four (24) consecutive weeks beginning with the first full week of April.
4. Any portion of the leave year which falls outside the choice vacation period as defined above will be considered non-choice vacation time.

(Article 9 Section1, continued)

- 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 last full week of October.
- D. The employer will allow 13% 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, with the additional understanding that a fraction of .49 or higher will result in rounding up to the next whole number.
- E. Every one (1) day, 5% 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.
 - 3. Employees who fail to bid on the day so designated by the Employer will be considered the senior bidder during the 1 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 Article10 of the National Agreement.

(Article 9 Section 1.G, continued)

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 stations weekly quota for leave.
 - c. Leave relative to union business will not 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, 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 one 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 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 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 two (2) business days 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 two (2) business days after submission by the employee, marked approved or disapproved with specific reasons noted 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.

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 Memorandum of Understanding) have been granted.
- B. Such requests will be entered on PS Form 3971 and submitted to the supervisor in triplicate no later than fourteen (14) days prior to the Monday of the vacation week in which the requested leave hours occur. A signed copy of PS Form 3971 indicating either approval or disapproval of leave will be returned to the employee no later than two (2) business days after the submission of the request.

(Article 9 Section 3, continued)

- 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.
- D. 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 October 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.

(Article 9 Section 4, continued)

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 within two (2) business days.
5. 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 triplicate 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 copies of all PS Form 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 9.5.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.

(Article 9 Section 5, continued)

- 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.E 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 6 Miscellaneous Provisions

- A. Employees will neither be required nor permitted to work during their vacations.
- B. Trading of vacations will not be permitted.
- 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.
- E. The vacation calendar will be accessible to all employees, but the Employer will be solely responsible for its maintenance.
- F. Should the total vacation hours approved for an employee exceed the leave hours available to that employee, that employee must cancel in one (1) week units of annual leave.

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.

(Article 10, continued)

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

(Article 11, continued)

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

Letter carriers will submit their bids in writing to the manager in charge by 3:30PM 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, starting in 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 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 the close of business on Monday of the week immediately preceding the vacancy.
- B. 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.

(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 on the day of each posting or award.

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

Section 9 Carrier Breaks

1. Letter carriers will be granted two ten (10) minute breaks, one in the office and one on the street, with the exception of those employees who wish to utilize two (2) five (5) minute smoking breaks in lieu of their office break.

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.

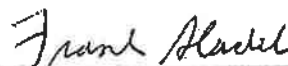
This Memorandum of Understanding was entered into on the day of 12th May 2021, between representatives of the United States Postal Service in Cary, Illinois and representatives of John Grace Branch No. 825 of the National Association of Letter Carriers, AFL-CIO, pursuant to the local implementation provisions of the 2019-2023 National Agreement.

For the United States Postal Service



Postmaster Cary, IL 60013

For NALC John Grace Branch No. 825



Frank Sladek
Vice President
Oak Brook, IL 60523