

MEMORANDUM OF UNDERSTANDING BETWEEN THE
UNITED STATES POSTAL SERVICE
PARIS, IL 61944-9998
AND
THE NATIONAL ASSOCIATION OF LETTER CARRIERS
JOHN GRACE BRANCH 825

SEPTEMBER 2019 – MAY 2023

PREAMBLE

This Memorandum of Understanding is made and entered into at Paris, Illinois, by and between the United States Postal Service and John Grace Branch 825 of the National Association of Letter Carriers, AFL-CIO, pursuant to the provisions of Article 30 of the 2019 National Agreement. This memorandum 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 Paris 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at the national level with respect to wages, hours, and other terms and conditions of employment unless otherwise superseded by the terms of the National Agreement of 2019 - 2023.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

Carriers shall be granted a reasonable wash-up period pursuant to the type of work performed.

ARTICLE 3

NON-SCHEDULED DAYS

Regular carrier assignments shall consist of a five day work week with a rotating day off.

ARTICLE 4

CURTAILMENT OR TERMINATION OF DELIVERY

In the event it is necessary to curtail or terminate postal operations to conform to orders of local authorities or as local conditions warrant because of emergency conditions, the decision will be exclusively that of the Postmaster or the ranking Management employee available. Management will, to the maximum extent possible, remain in contact with the Union during extreme conditions. If possible, radio, and television will be used to notify employees. In addition, Management and the Union will attempt to contact as many employees as possible by phone.

The safety of the employees must be the major consideration. No employee will be unduly required to put their life in jeopardy to report for work. At no time will an employee be required to subject themselves to arrest.

Any decision to curtail or terminate operations will be made on an individual basis

ARTICLE 5

HOLIDAY WORK SCHEDULE

Carriers shall be selected in the following order to work on holidays:

1. Casuals, transitional employees and city carrier assistants.
2. Part-time flexibles
3. Full-time regulars who volunteer to work on their designated holiday (by seniority).
4. Full-time regulars who volunteer to work on their non-scheduled day (by seniority).
5. Full-time regulars who did not volunteer to work on their designated holiday (by inverse seniority)
6. Full-time regulars who did not volunteer to work on their non-scheduled day (by inverse seniority).

ARTICLE 6

OVERTIME DESIRED LIST

The carrier craft shall constitute a section for the purpose of the overtime desired list.

ARTICLE 7

IDENTIFICATION OF A SECTION CONCERNING EXCESSING & REASSIGNMENT

The entire carrier craft at the Paris Post Office shall constitute a section for the purpose of reassignments.

ARTICLE 8

THE ASSIGNMENT OF EMPLOYEE PARKING SPACES

Assignment of parking spaces will be an assignment basis as per needs of the service. Local Management and Union representatives will agree on the assignments.

ARTICLE 9

ANNUAL LEAVE

Section 1 – Selection Process for CVP

1. Choice vacation periods shall be:
 - a. The first full week of the new leave year through the week inclusive of November 30th.
 - b. The week of December 26th through January 1st.
2. Employee's may at their option request two selections during the Choice Vacation Period in units of either 5 or 10 days.

It is noted that the maximum number of consecutive days in choice vacation period that an employee may be granted shall be consistent with Article 10, Section 3 of the National Agreement.

3. Within two regularly scheduled days of notification, the employee will submit a PS 3971 indicating their first selection. Failure to submit a PS 3971 within the two regularly scheduled days will result in the employee's selection opportunity being rescheduled to the bottom of the first round.

Upon completion of the first round selections, the second round selections will commence using the same procedures as above.

3. Choice vacation selections shall commence six weeks prior to the start of the new leave year.
4. No exchanges of choice vacation weeks shall be permitted.
5. It is the Employee's responsibility to retain enough annual leave to cover the choice vacation period selection(s). If the Employee does not retain enough annual leave to cover the selection(s), the selection(s) will be forfeited in increments of five days (one choice week). The Union will be notified of such occurrences.

Section 2 – Open Periods & Requests for Less Than 40 Hours

1. Annual leave requests of any kind (weekly or daily), other than Choice Vacation Period selections can be submitted up to twelve (12) months in advance.
2. Request for annual leave and leave without pay must be submitted for approval on PS 3971 prior to leave usage.
3. LWOP requests will be considered only on a daily basis after all requests for annual leave and sick leave have been considered. Exceptions to the above which pertain to unexpected personal emergencies will be considered on an individual basis.
4. Responses will be given as soon as possible to requests for leave submitted two weeks or less prior to the beginning of the leave. Responses will be given no later than 10 day prior to the beginning of the leave to requests for leave submitted more than two weeks in advance of the beginning of the leave.
5. It is the Employee's responsibility to retain enough annual leave to cover their non-choice leave selection(s). If the Employee does not retain enough annual to cover the selection(s), the entire selection will be forfeited

Section 3 – Leave for Union Business

Attendance at the national or state conventions shall not be charged to the choice vacation period if only one Union representative requests to attend. Any additional requests will be charged to the choice vacation period. The local Union representative will notify the Postmaster of the dates of the conventions as soon as known.

Union activities requested prior to determination of the choice vacation schedule are to be a part of the total choice vacation plan.

Annual leave to attend Union activities requested prior to determination of the choice vacation schedule will not be part of the choice vacation plan if only one locally certified Union representative requests annual leave to attend each activity. Any additional requests to attend activities will be part of the choice vacation plan.

Section 4 – Cancellation of Leave

1. Request to cancel vacation period selections must be submitted on PS 3971.
2. Cancellations of choice selections received prior to the end of the first round, will be removed from choice selection calendar for the remaining selections on the first round, and entered back on prior to the start of the second round.
3. Cancellations received during the second round of vacation selections will be removed from the calendar until the completion of the second round.
4. Cancellations of choice selections other than described above must be submitted at least 10 days prior to the start of the scheduled leave. Cancellation request received after this date are subject to disapproval.
5. Leave must be canceled in the increments it was originally bid upon (i.e. if it was bid in a two week block, both weeks must be canceled – if it was bid in a one week block, one week must be canceled)
6. Copies of cancellation requests will be provided to the Union.

Section 5 – Miscellaneous Provisions

1. The official notice to each Employee's approved choice vacation schedule selection will be the returned duplicate PS 3971 which has been approved and signed by Management.
2. Jury duty will not be charged to the Choice Vacation Period.

3. A notice of the beginning of the new leave year shall be posted no later than November 1 on the official bulletin board in the swing room. A copy will also be given to the Union.
4. Military leave will not be charged to the Choice Vacation period.
5. Non-choice leave requests will be considered on a first come, first served basis, except LWOP.
6. During the Choice Vacation Period, a maximum of 10% of the craft shall receive leave each week.
7. The beginning day of an employee's vacation period shall be Monday, with the exception of the week after Christmas.
8. The Union will be notified of the conclusion of the Choice Vacation Period selection process.
9. Requests for annual leave will be submitted on PS Form 3971 in duplicate.

ARTICLE 10

ASSIGNMENT OF ILL/INJURED EMPLOYEES

The number of light duty assignments available at any given time will be dependant on operational needs. These assignments must be properly requested by the Employee and may consist of less than eight hours per day depending on operational needs, and medical restrictions of the Employee.

Assignments so that no regularly assigned member of the work force will be adversely affected.

The specific duties assigned to an Employee in a light duty status must be structured in such a way so that no assigned full-time regular Employee will be adversely affected. To this end, the Union is encouraged to assist in reviewing assignments given to an Employee who is performing in a light duty capacity.

Light duty will be provided to the greatest extent possible to qualified Employees. When a light duty request is approved Management and the Union shall jointly review the establishment of light duty assignment. The following points shall be considered:

1. The availability of suitable work within the craft.

2. The medical restrictions of the Employee.
3. The number of Employees currently in a light duty status in the craft. If two or more Employees are performing in a light duty status, the available light duty work shall be fairly distributed.

ARTICLE 11

POSTING

All section references apply to Article 41 of the National Agreement.

The provisions of this section shall apply as stated:

1. Letter carrier assignments shall be posted when there is a change of more than one hour in starting time.
2. Posting and bidding for duty assignments shall be installation wide.
3. Bidding notices shall be posted for 10 days.
4. Article 41, Section 3.0 will be entered into our Local Agreement:

"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 carriers) whose route(s) or full-time duty assignment(s) was abolished shall be posted for bid in accordance with the posting procedures in this Article."
5. In compliance with this article Management recognizes the national agreement and its content as binding.
6. The Union will be notified of any industrial or vehicle accidents.

ARTICLE 12

DURATION

This Memorandum of Understanding shall remain in full force and effective for the duration of the 2019 - 2023 National Collective Bargaining Agreement.

SEPARABILITY

Should any part of the Memorandum of Understanding or any provision contained herein, are rendered or declared invalid, by reasons of an existing or subsequently enacted legislation or by a court of competent jurisdiction, such invalidation of such part or provision of the Memorandum of Understanding shall not invalidate the remaining portions of this Memorandum of Understanding, and they shall remain in full force and effect.

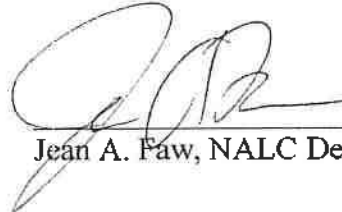
This Memorandum of Understanding was entered into on the 30th day of April, 2021 between representatives of the United States Postal Service, Paris, Illinois and representatives of John Grace Branch 825 of the National Association of Letter Carriers, AFL-CIO, pursuant to the local implementation provisions of the 2019 - 2023 National Agreement.

For the United States Postal Service:

For John Grace Branch 825, NALC:



Michael T. Reed, Postmaster
Paris, Illinois 61944



Jean A. Faw, NALC Designee