MEMORANDUM OF UNDERSTANDING BETWEEN THE UNITED STATES POSTAL SERVICE PARK RIDGE, IL 60068 AND THE NATIONAL ASSOCIATION OF LETTER CARRIERS

JOHN GRACE BRANCH 825 2019 – 2023

PREAMBLE

This Memorandum of Understanding, made and entered Park Ridge, 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 National Agreement, constitutes the entire agreement of local implementation of the terms of the 2019 National Agreement.

ARTICLE 1

RECOGNITION

This Memorandum of Understanding covers all carrier craft employees of Park Ridge 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at the national level with respect to wages, hours, and other terms and conditions of employment unless otherwise superseded by the terms of the National Agreement of 2019.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 will be allowed a reasonable amount wash up time.

ARTICLE 3

NON-SCHEDULED DAYS

- 1. All full-time regular letter carriers, will have rotating days off.
- 2. Each year between December 1st and December 15th, two carriers within the same swing may exchange non-scheduled days for the entire year. This shall take effect on the first full pay period of January, coinciding with the start of the leave year.

ARTICLE 4

CURTAILMENT OR TERMINATION OF POSTAL OPERATIONS

Guidelines for Curtailment

- 1) Curtailment or termination of Postal operations will conform with the orders received from higher authority.
- 2) Upon receipt of any such orders, every effort will be expended to notify all employees involved.

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) Non-Career Employees in the carrier craft.
- 2) Part-time flexible letter carriers.
- 3) All full-time regular letter carriers who have volunteered to work on the Holiday or day designated as their Holiday by seniority.
- 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 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

The Overtime Desired List for letter carriers will be administered on an installation-wide basis.

ARTICLE 7 REASSIGNMENT

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

ARTICLE 8 PARKING

Parking space in excess to the needs of the service shall be on first come first serve.

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 week in March of each year and end on the last full week in February. 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 with the first full week in May through the second full week of October, including the week in which Thanksgiving falls.
- 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 first full week of February.
- D. The Employer will allow 12 % of the total carrier complement, off each week during the choice vacation period except the week of Thanksgiving in which 10% will be off. 8 % of the total career carrier complement will be off each week during the non-choice except during the period within the second full week of December until December 25th, and 6% of the total career carrier complement will be off each week, with the additional understanding that fractions of .5% or higher will result in rounding up to the next whole number.

- E. There will be two rounds of vacation picks each year. The first round of picking will be for choice periods only, by seniority. The second round will start immediately following the first round completion. The second round shall be by seniority. Carriers may select any time in the second round that is available up to the number of weeks earned during the leave year.
- 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.
- 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.
 - 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 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 week, 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 Duplicate after the completion of the second round of bidding and will be on a first come first serve basis A signed copy of PS Form 3971 indicating either approval or disapproval of leave will be returned to the employee.
- 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.

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 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 leave.
- B. Such requests will be entered on PS Form 3971 and submitted to the supervisor in duplicate no earlier than (1) month nor later than two (2) weeks prior to the Monday of the vacation week in which the requested leave hours occur except when the earliest day to bid falls on a Holiday, in which case the earliest day for the submission of such bids will be Tuesday immediately following the Holiday. 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. 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 and 9.2.D of this Memorandum of Understanding.
- D. A maximum of 3% of the total carrier workforce, per week will be granted leave of less than forty (40) hours with the additional understanding that such authorized leave will not exceed a total of forty (40) hours in a vacation week.
- 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.
- 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. The Employer will make every reasonable effort to grant requests for Organization leave.

Section 5. Cancellation of Leave

- A. Annual leave may be canceled 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 seventeen (17) days prior to the beginning of the vacation weeks) to be canceled. If a request to cancel leave is submitted with less than seventeen (17) days prior to the start of the leave, it may be posted for bid at management discretion.
- C. Except during open periods, the Employer will post copies of all PS Forms 3971 indicating canceled 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 canceled 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 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 of 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.

Section 6. Miscellaneous Provisions

- A. Employees will neither be required nor permitted to work during their vacations, except in an emergency.
- 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.
- D. Leave granted to CCAs, under the above provisions is contingent upon the employee having a sufficient leave balance when the leave is taken pursuant to Postal regulations, handbooks and manuals.
- E. If Union or Management feel there is a significant change in the number of carrier craft employees during the life of the Local Memoranda, either party may ask for an adjustment in the number of carriers allowed off during the CVP and other leave in accordance with Article 10, Section 4.

Section 7. City Carrier Assistant Leave Provisions

- 1. City Carrier Assistants will not count towards the percentage of carriers off during the choice and non-choice vacation slots.
- 2. The entirety of Article 9 of the Park Ridge Local Memorandum of Understanding will apply to CCAs.
- 3.Management will be allowed to block out six (6) holiday weeks for City Carrier Assistants. The blocked weeks will be as follows: Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas and New Year's.

- 4. Management will be allowed to block out the month of December for CCA annual leave selections.
- 5. After the completion of each round of vacation bidding enumerated in Article 9 of the Park Ridge LMOU, City Carrier Assistants will be allowed to select weeks based on the relative standing order for the office.
- 6. The maximum of one (1) City Carrier Assistant will be allowed off per day/week though the Choice and Non-choice vacation periods.
- 7. For each week of leave/incidental day selected by a City Carrier Assistant, 1 (one) additional weekday will be placed on the leave board to compensate for the loss of the negotiated complement for the career workforce.
- 8. Article 9, Section 2 and 3 of the Park Ridge LMOU will apply to CCAs for incidental leave requests.
- 9. Granting City Carrier Assistants leave under such provisions is contingent upon the employee having a sufficient leave balance when the leave is taken.

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.

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
- d) Auxiliary routes not showing eight (8) hours or any part of the assignment provided such work is available and the employee is physically capable to perform the duties.

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.

ARTICLE 11 POSTING

Section 1. Preferential Bidding

Full-time reserve, unassigned regular, and part-time flexible letter carriers 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.

- A. Letter carriers may indicate their preference for such assignments until the close of business on the Tuesday of the week before the assignment becomes vacant.
- B. The Wednesday before the assignment commences, the senior letter carrier having indicated his or her bid preference will be notified that he or she have been awarded the assignment.
- C. In those circumstances where an assignment becomes available after the posting of the weekly schedule the employer will make a reasonable effort during the balance of that week to inquire as to the preference of the available employees. The employer will assign that Employee no later than the three work days following that assignment becoming vacant
- D. Vacancy replacement preference bids forms supplied by the union will be used and the second copy will be returned to the bidding employee Section 2.

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 unless the regular carrier assigned to the route notifies management in writing within three days that he/she wishes to accept the new starting time.

Section 3.

A. 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 4. Displacement of T-6 Carriers

- A. T -6 carriers will work their duty assignments as posted except when full-time regular letter carriers are called in to work on their non-scheduled day.
- B. Full-time regular letter carriers called in on their non-scheduled day will work their own duty assignment. The Full-time regular carrier mayor may not be scheduled as per their regular Begin Tour. If the Regular carrier starts late he/she may or may not be assigned the casing duties of the regular assignment. In instances when the Regular does not case the regular assignment, the regular carrier will deliver the regular assignment and perform other carrier assignments as scheduled.
- C. The T-6 letter carrier will be moved to a vacant assignment within their string, or an assignment within their group that is occupied by other than the regular carrier, including a vacancy replacement who has a temporary bid on that assignment. Should there be more than one vacancy replacement with a hold down bid on the T-6's group, the vacancy replacement(s) will be bumped by inverse seniority (juniority). PTF opts will be honored over CCA opts in the event of bumping from opted assignments within the same swing. In the event there is no opening within the swing, the T-6 shall be moved to a vacancy outside of the swing with no bumping rights off his regular swing.
- D. T-6 or Utility Carriers called in on their non-scheduled day shall have preference over a vacancy replacement working within their swing with the same terms and conditions as Article 4.C above.

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 of Understanding was entered into on the day of May, 2021 between representatives of the United States Postal Service, Park Ridge, 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 National Agreement.

For the United States Postal Service:

For John Grace Branch 825, NALC:

Calmidy Winbush, Postmaster

Park Ridge, IL 60068

Bill Schorsch, Vice President John Grace Branch 825, NALC