

Memorandum of Understanding

Between

The United States Postal Service

Riverside/North Riverside, Illinois 60546

And

John Grace Branch No. 825

National Association of Letter Carriers

AFL-CIO

PREAMBLE

This Memorandum of Understanding, made and entered into at Riverside/North Riverside, 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 Riverside/North Riverside 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at the national level with respect to wages, hours, and other terms and conditions of employment unless otherwise superseded by the terms of the National Agreement of 2016.

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

All full-time regular letter carriers and all regular letter carrier assignments will have rotating days off.

ARTICLE 4

CURTAILMENT OR TERMINATION OF POSTAL OPERATIONS

The Employer will conform to official orders of local authorities concerning civil disasters.

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

Fourteen (14) days prior to the beginning of each calendar quarter the Employer will post an Overtime Desired List upon which full-time employees desiring overtime during that quarter may place their names. The Employer will provide the Union with a copy of the Overtime Desired List at the beginning of each quarter.

Section 3

Employees wishing to remove their names from the Overtime Desired List during the quarter must submit such a request in writing to their immediate supervisor and union steward.

Section 4

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.

Section 5

Overtime Desired Lists and lists of overtime hours will be in a format agreed upon by the Employer and the Union.

Section 6. Displacement of T-6 or Utility Carriers

- A. T-6 or utility 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.

(Article 6. Section 6, continued)

- C. When displaced by a carrier called in on his or her non-scheduled day, the T-6 or utility carrier will be moved to any available route within their swing.

ARTICLE 7

REASSIGNMENT

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

ARTICLE 8

PARKING

Parking for letter carriers at the North Riverside Post Office will be along the south side of the parking lot--twenty(20) spaces running south to north. The last three (3) spaces at the north end and one (1) space at the east end of the north side of the parking lot will be for compact vehicles only.

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. The vacation calendar will reflect the leave year but exclude the second week of December through December 25th in which only one (1) person will be allowed leave.

(Article 9. section 1 continued)

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 second 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.
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- B. The vacation planning notice, the vacation schedule, and the vacation bidding schedule will be in a format agreed upon by the Employer and the Union.
 - C. The Employer will post, no later than two (2) weeks prior to the commencement of vacation bidding, the vacation calendar and a notice indicating the dates on which employees are scheduled to bid.
 - D. No later than two (2) weeks prior to the commencement of vacation bidding, a copy of the vacation planning notice and PS Forms 3971.
 - E. Bidding will commence on Monday of the last full week of October.
 - F. The Employer will allow 13% of all letter carrier craft employees off each week for thirteen (13) consecutive weeks of choice vacation period beginning with the first Monday of June 10.25% of the letter carrier craft employees off each week during the remaining thirteen (13) weeks of the choice vacation period and 7.5% of all letter carrier craft employees off each week during the non-choice vacation periods. The standard rounding rule will apply when calculating the number of employees to be granted leave during any choice or non-choice vacation period, that is, the fractional percentage .5% will be rounded up to the next higher whole number. Approval of leave for CCAs under the foregoing provisions is contingent on their having a sufficient leave balance when the leave is taken.
 - G. The vacation bidding schedule will be divided into 3-day bidding periods, exclusive of Sunday, beginning with the last Monday of October.
 - H. By seniority, three (3) letter carriers will bid during each bidding period until the process has been completed.

(Article 9. section 1 continued)

- I. Vacation selections 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 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 the close of business on the day which concludes their designated bidding period.
 3. Employees who fail to bid during the period so designated by the Employer will be placed at the bottom of the seniority list for the purpose of vacation bidding during the initial selection process.

J 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.

(Article 9.section 1. continued)

- K. 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)
- L. The awarding of choice period and non-choice period annual leave during the initial selection process will be determined by seniority.
- M. 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 period, whether choice or non-choice period, in which fewer than the period 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 in duplicate no later than fourteen (14) days prior to the beginning of the open period. A signed copy of PS Form 3971 indicating either approval or disapproval of leave will be returned to the employee no later than the close of business on the first full working day immediately following submission of the request.
- C. 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. Approval of leave for CCAs under the foregoing provisions is contingent on 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 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 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 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.

(Article 9 section 3, continued)

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.

Section 4 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 in to the Employer in duplicate no later than ten (17) 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 boards 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 three (3) working days and will be awarded to the senior bidder at the conclusion of that period.
- D. 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 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.

(Article 9, continued)

Section 5 Miscellaneous Provisions

- A. Employees will neither be required nor permitted to work during their vacations.
- B. Trading of vacations will not be permitted.
- C. No employee will be scheduled to work on the Sunday prior to his scheduled vacation.
- D. A letter carrier with insufficient leave to cover a previously approved vacation period will be required to cancel the entire period.
- E. Incidental annual leave requests during weeks of maximum vacation utilization will be granted based on the earliest submission of PS Form 3971 if service needs permit. Such requests will be initialed by the Supervisor and stamped on the time-clock indicating the date and time of the request. Approval of leave for CCAs under the foregoing provisions is contingent on their having a sufficient leave balance when the leave is taken.
- F. At the conclusion of the initial bidding process, the Employer will provide the Union with copies of the vacation planning notice, the vacation bidding schedule, and the vacation schedule.

ARTICLE 10

ASSIGNMENT OF ILL OR INJURED WORKERS

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:

(Article 10 section2, continued)

- a) casing mail or otherwise preparing routes for delivery
- b) relabeling carrier cases
- c) rewriting carrier route books
- d) training new employees
- e) assisting the VOMA
- f) special delivery and express mail service
- g) parcel post service
- h) editing CLASS labels
- i) marking up mail
- j) answering phones

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. This provision is not intended to circumvent the Employers rights under Article 13.4.D of the National Agreement.

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 seven (7) 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

All bids must be submitted on PS Form 1717

(Article 11, continued)

Section 4

Notices of successful bids will be posted on the next full working day 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 Preferential Bidding

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

- A. Letter carriers may indicate their preference for such assignments until the close of business on the Tuesday of the week immediately preceding the 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.
- 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 employees and award the assignment to the senior available employee who has indicated a preference.
- D. When preference bids are submitted in duplicate, a copy will be returned to the employee.

Section 6

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 12
WORKING CONDITIONS

Section 1

Letter carriers at the Riverside/North Riverside Post Office will take their two (2) ten (10) minute breaks on the street at the locations each carrier specifies in his or her route book on Ps Form 1564A as initialed by the supervisor.

Section 2

Sick calls will be taken by personnel on duty any time. If duration is expected to be more than one (1) day, the employer should be so informed by 1:00PM on the initial sick day.

Section 3

Employees will continue to be allowed to wear Union buttons on their uniforms.

Section 4

The Employer will provide the Union with copies of all notices affecting the letter carrier craft that is not temporary in nature within two (2) days of such change taking effect.

Section 5

The Employer will provide the Union with a copy of the seniority roster twice each year.

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 2020 National Agreement.

This Memorandum of Understanding was entered into on the 10 day of June 2019 between representatives of the United States Postal Service, Riverside/North Riverside, 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 2016-2019 National Agreement.

FOR THE UNITED STATES POST OFFICE:



POSTMASTER, 60546

FOR NALC BRANCH 825:



VICE PRESIDENT, BRANCH 825