

Memorandum of Understanding

Between

The United States Postal Service

Sterling, Illinois 61081

And

John Grace Branch No. 825

National Association of Letter Carriers

AFL-CIO

This Memorandum of Understanding, made and entered into at Sterling, 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 National Agreement.

ARTICLE 1
RECOGNITION

This Memorandum of Understanding covers all employees of the Sterling 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at the national level with respect to wages, hours, and other terms and conditions of employment unless otherwise superseded by the terms of the National Agreement.

ARTICLE 2
WASH-UP TIME

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

ARTICLE 3
NON-SCHEDULED DAYS

Full-time regular carriers who are part of the t-6 swing 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) Regular non-scheduled volunteers
- 2) Regular holiday volunteers
- 3) Part-time Flexibles & CCA'S
- 4) Regular non-volunteer non-scheduled day inverse seniority
- 5) Regular non-volunteer holiday 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 order 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 by employees on the Overtime Desired List, summarized and updated on a weekly basis.
- b). The Record of total work and leave hours used in the delivery unit on a weekly basis including: such documentation generated by the Postal Service which indicate overtime usage on an installation-wide basis.
- c). The parties agree that employees who end more than four hours less than the leader will have that disparate number, minus four hours, listed as minus hours carried over to the next quarter. The carrier must then be within two hours of the leader the following quarter.

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:
 - A). 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 string of routes, provided such a vacancy exists. If no such vacancy exists, the T-6 letter carriers will be assigned where needed. T-6 letter carriers will be permitted to bump a part-time flexible or CCA from a hold-down to work his assignment for the day.

ARTICLE 7

REASSIGNMENT

- A. With the exception of the junior employee, when a letter carrier route or full time duty assignment is abolished because of, but not limited to, route adjustments, highways and or housing projects, all routes and full time duty assignments held by letter carriers junior to that one abolished shall be posted for bid in accordance with this article.

ARTICLE 8

PARKING

Parking spaces in excess of USPS needs will be made available on a first come/first serve basis.

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 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 prime vacation period will run April 15 to October 15
4. Any portion of the leave year which falls outside the choice vacation period as defined above will be considered nonprime time vacation.

B. Bidding will commence on February 1 for primetime vacation by seniority.

C. The Employer will allow 15% of the total carrier complement off each week during the prime time vacation period and 15% of the total carrier complement off each week during the non-prime time periods. The standard rounding rule, that is, when computing the number, the fraction of .49 or higher will be rounded up to the next highest number, shall apply.

D. Vacations for primetime will be entered on PS Form 3971 in duplicate to steward (or union designee) within two days of receiving calendar for recording on work floor calendar. The Employer will return approved/disapproved PS Form 3971 within 24 hours.

1. Employees who are off due to unscheduled absence on their designated bid days may advise the steward of their vacation selections by telephone or by proxy before the two day period which concludes their designated bidding period.

- E. 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. Jury duty, sick leave, military leave, or leave relative to Union business will not be considered among any employee's choice period vacation selections.
 - 2. One union officer shall be allowed off to attend recognized union activities, specifically national, state or regional conventions or state training schools. This will be in addition to the number allowed off under Art.9 of this LMOU.
- F. The Employer will maintain a leave calendar of those employees for whom annual leave has been approved. The union steward (or union designee) will maintain the leave calendar on the workroom floor.
- G. The Employer will submit to the union steward all approved/disapproved annual leave slips for the purpose of maintaining leave calendar on workroom floor.

SECTION 2. Open Periods

- A. Any vacation period whether primetime or non-primetime, including units less than 40 hours, in which fewer than the quota of employees (pursuant to Art. 9. 1.c. of this LMOU) have successfully bid during prime time vacation process is hereby defined as open period. Open period will commence no earlier than March 1 or when prime time calendar has completed its round.
- B. Requests for open period will be entered on PS Form 3971 in duplicate and submitted to the appropriate supervisor. The approved/disapproved 3971 will be returned within 48 hours of the application.
- 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, clock rings 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.
- E. The duplicate 3971 of denied annual leave will be kept on file and if said dates become available the employee who submitted leave the earliest will be granted said leave if so desired.
- F. Emergency annual leave should be granted priority to the greatest extent possible.

Section 3. Leave Relative to Union Business

- A. One union officer shall be allowed off to attend recognized union activities, specifically national, state or regional conventions or state training schools. This will be in addition to the number allowed off under Art.9 of this LMOU.

Section 4. Cancellation of Leave

- A. A carrier will be able to cancel approved annual leave up to 24 hours' notice.

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. The vacation calendar will be accessible to all employees, but the steward (or designee) will be responsible for the workroom calendar maintenance.
- D. There is no pre-approved leave in December. Art. 9 sec. 2. E. does not apply in the month of December.
- E. PS form 3971 may be submitted one year and a day in advance for non-primetime dates.
- F. Employees may not submit leave slips for more time than they have accrued, to include, time marked on leave board, time used and any slips submitted that would be held for next in line (see Art. 9 Section 2. E).

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 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) Training new employees
- g) Delivery of Special Delivery and parcel post
- h) Delivery of Express Mail
- i) Labeling apartment boxes
- j) Handling address sequence cards

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.

Section 2.

PS Form 1716, a 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 fourteen (14) 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. Employee bids for routes and non-scheduled days will be conducted separately.

Section 3.

Letter carriers will submit their bids via automated bidding by 5:00 PM 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 five working 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.

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

Section 7.

With the exception of the junior employee, when a letter carrier route or full time duty assignment is abolished because of, but not limited to, route adjustments, highways and or housing-projects, all routes and full time duty assignments held by letter carriers junior to that one abolished shall be posted for bid in accordance with this article.

Section 8. Carrier Breaks

Letter Carriers will be granted two breaks on the street.

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 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 14th day of June 12, 2021 between representatives of the United States Postal Service, Sterling, 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.

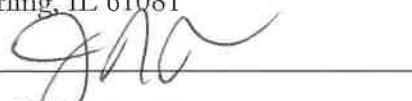
For the United States Postal Service:



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