

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

UNITED STATES POSTAL SERVICE

VILLA PARK, ILLINOIS 60181

AND

JOHN GRACE BRANCH 825

NATIONAL ASSOCIATION OF LETTER CARRIERS, AFL-CIO

## INDEX

PREAMBLE

ARTICLE 1 RECOGNITION

ARTICLE 2 WASH-UP TIME

ARTICLE 3 HOURS OF WORK

ARTICLE 4 CURTAILMENT OF DELIVERY OF POSTAL OPERATIONS

ARTICLE 5 HOLIDAY SCHEDULING

ARTICLE 6 OVERTIME DESIRED LIST

ARTICLE 7 REASSIGNMENT

ARTICLE 8 PARKING

ARTICLE 9 ANNUAL LEAVE

ARTICLE 10 ASSIGNMENT OF ILL OR INJURED EMPLOYEES

ARTICLE 11 PHONE POLICY

ARTICLE 12 POSTING AND BIDDING

ARTICLE 13 CARRIER BREAKS

ARTICLE 14 SEPARABILITY AND DURATION

**PREAMBLE**

This Memorandum of Understanding, made and entered into at **Villa Park**, 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 Villa Park 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at the national level with respect to wages, hours, and other terms and conditions of employment unless otherwise superseded by the terms of the National Agreement of 2019.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 Villa Park Post Office will be granted two (2) five (5) minutes wash-up times per day, the first to be taken after tying down the route before leaving the office for the route and the second to be taken after returning from the route before punching off the clock for the day. These wash-up times are not to be confused with route breaks or comforts stops.

**ARTICLE 3**

**HOURS OF WORK**

Section 1.

All full-time regular letter carriers in the Villa Park Post Office, including T-6 assignments, shall be on a rotating non-scheduled day.

## **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 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 shall be administered on an installation-wide basis. No employees will be permitted to sign the list in any period other than the designated 14 day period prior to the beginning of the quarter, with the sole exception that employees on military leave or extended sick leave will be granted a three day grace period once they return. The obligation to balance the overtime hours for those employees will be mitigated by the length of time those employees were not signed on to the list.

**Section 2**

During the quarter management shall make every effort to distribute overtime equitably among those employees who sign the list. In order to ensure equitable opportunities for overtime among those employees on the Overtime Desired List, the employer will provide, upon request, the union with a posted, quarterly list of overtime hours worked by all craft employees, summarized and updated on a weekly basis and a copy of the overtime desired list each quarter.

**ARTICLE 7**

**REASSIGNMENT**

For the purpose of reassignment, the entire letter carrier craft will be considered as a section.

**ARTICLE 8**

**PARKING**

Management will make every effort to obtain and maintain off street parking for letter carriers assigned to the Villa Park Post Office, Annex, or branches.

**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 so established. The vacation calendar will reflect the leave year.
2. The vacation week will begin on Monday and end on Sunday. No employee will be required to work on the Sunday prior to the vacation week.
3. The choice vacation period, as defined in this Memorandum of Understanding, will consist of twenty-seven (27) consecutive weeks beginning with the first Monday of May.
4. Any portion of the leave year which falls outside this 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 last full week of November.

D. The Employer will allow 12% of the total carrier complement off each week during the choice vacation period and 5.5% of the total carrier complement off each week during the non-choice periods. The standard rounding rule, that is, when computing the number, the fraction of .5 or higher will be rounded up to the next highest number, shall apply. *Approval of leave for CCAs under the foregoing provisions is contingent on their having a sufficient leave balance when the leave is taken.*

E. By seniority, 3 carriers per each three day period will bid until the process has been completed.

(Article 9 section 1, continued)

F. 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 seventy-two (72) hours after receipt.

1. Employees who are off due to a scheduled absence on their designated bid day will submit their bids to the Employer in advance.
2. Employees who are off due to an unscheduled absence on their designated bid day may advise the Employer of their vacation selections telephonically or by proxy by 10:00 a.m. on that day.
3. Employees who fail to bid on the day so designated by the Employer will be considered the junior bidder on the day 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 will not 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.

H. During the initial selection process, requests for choice period or non-choice period annual leave will not exceed a combined total of four (4) annual 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 choice).

(Article 9.section 1, continued)

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 set of three bidding days during the initial selection process, the Employer will enter the name those employees for whom annual leave has been approved in the appropriate grids on the vacation calendar.

**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.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 no later than seven (7) days prior to the initial day of the vacation week(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 seventy-two (72) hours after submission of the request.

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 determining factor in awarding open period leave. *Approval of leave for CCAs under the foregoing provisions is contingent on their having a sufficient balance of leave 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.

**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.



(Article 1.section 3, continued)

B. Such requests will be entered on PS Form 3971 and submitted to the Employer in duplicate no earlier than thirty (30) days no later than fourteen (14) days prior to the Monday of the vacation week in which the requested leave hours occur, except when the Monday of that week is a holiday, in which case the earliest day for the submitting 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 seventy-two (72) hours after submission of the request.

C. A maximum number of employees granted leave per day will be as the limits set in Article 9 section 1.D.

D. The granting of requests for leave of less than forty (40) hours will be in accordance with the method described in Article 9.2.C, D of this Memorandum of Understanding. ***Approval of leave for CCAs under the foregoing provisions is contingent on their having a sufficient leave balance when the leave is taken.***

E. Requests for leave of less than forty (40) hours may not be submitted during the initial selection process.

#### **Section 4. Leave Related 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 Convention of the N.A.L.C.
2. The Union will advise the Employer no later than 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 selection, 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.

(Article 9.section 4, continued)

**B. Organization Leave**

1. Organization leave is hereby defined as leave authorized representatives, stewards or other elected officers of the Union to attend training schools, seminars, or special meetings sponsored or endorsed by the N.A.L.C.
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.

**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 ten (10) days prior to the beginning of the vacation week(s) to be canceled or, where leave of less than forty (40) hours is concerned, no later than Monday of the week preceding that in which the leave hours occur.
- C. Upon receipt, the Employer will post a notice indicating "canceled leave" on the bulletin board and update the leave calendar accordingly to enable employees to bid on the open period. This notice shall remain posted for 48 hours. The awarding of the leave will be by seniority.
- 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.

(Article 9.section 5.continued)

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. Except in extreme emergency circumstances, employees will neither be required nor permitted to work during vacations. Trading of vacations will not be permitted.

B. The vacation calendar will be accessible to all employees, but the Employer will be solely responsible for its maintenance.

C. 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, provided such time is available and properly applied for.

**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**

A light duty assignment is any assignment within the physical capabilities of an employee who is temporarily 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:

1. Assisting routes by setting up mail
2. Casing mail and strapping out routes
3. Marking up forwardable mail
4. Relabeling carrier cases
5. Rewriting carrier route books
6. Editing Class labels
7. Training of new employees
8. Special delivery, parcel post, and Express Mail
9. Labeling the inside of apartment boxes
10. Segmentation, phantom casing, router work
11. In office computer update of forwarding

## **Section 3.**

When the above assignments prove inadequate to cover the assignments requested by employees, the installation head will meet with the union president or his designee 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**

### **PHONE POLICY**

#### **Section 1**

The telephone may be used by employees for emergency situations and by the union representatives to attend to union business.

## ARTICLE 12

### 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, notices 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 by 3:30 p.m. 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, stating an 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/her prior assignment.

#### **Section 6.**

A full time regular carrier called in to work on a non-scheduled day shall work his or her full time duty assignment. T-6's will be assigned to an open route in his/her swing if one is available.

(Article 12, continued)

### Section 7. Preferential Bidding

A. At each work location, management shall post temporary vacant full-time craft duty assignments of anticipated duration of five (5) days or more.

B. Full-time reserve, unassigned regular, part-time flexible letter carriers and city carrier assistants may indicate their preference for such assignments until 3:00 p.m. on Monday prior to the posting of the schedule.

C. Twenty-four (24) hours before the assignment commences, the senior carrier, having indicated his or her preference shall be notified that he or she is awarded the assignment by checking the schedule.

D. The above shall not apply where assignments become available upon less than twenty-four (24) hours notice. In such circumstances, management shall inquire as to the preference of each eligible employee and award the assignment to the senior employee who indicates a preference.

### Section 8

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

### Section 9

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 shall be posted for bid in accordance with the posting procedures in the Article.

## ARTICLE 13

### CARRIER BREAKS

#### Section 1

Letter carriers will be granted two ten (10) minute breaks on the street.

ARTICLE 14

SEPARABILITY AND DURATION

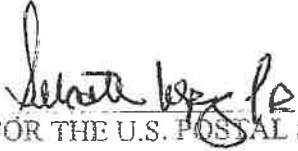
Section 1

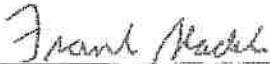
Should any part of this Memorandum of Understanding or any provision herein be found to be inconsistent with the National Agreement or be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by a court of competent jurisdiction, such invalidation of such part 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 12<sup>th</sup> day of May, 2021 between representatives of the United States Postal Service, Villa Park, 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.

  
Postmaster  
FOR THE U.S. POSTAL SERVICE  
VILLA PARK, ILLINOIS 60181

  
Vice President  
FOR THE JOHN GRACE BR. 825  
NAT'L ASSN. OF LETTER CARRIERS