

**LOCAL MEMORANDUM OF UNDERSTANDING**

THIS MEMORANDUM OF UNDERSTANDING ENTERED INTO ON MAY 24, 2021 CONSTITUTES AGREEMENT BETWEEN THE CARRIERS, BRANCH 11, NALC AND THE MANAGEMENT OF THE UNITED STATES POSTAL SERVICE AT LOMBARD IL 60148-9998. THIS AGREEMENT IS ENTERED INTO PURSUANT TO THE TERMS OF ARTICLE 30 OF THE 2019-2023 NATIONAL COLLECTIVE BARGAINING AGREEMENT, BETWEEN THE NATIONAL ASSOCIATION OF LETTER CARRIERS AFL-CIO AND THE UNITED STATES POSTAL SERVICE.

LOMBARD IL 60148-9998

POSTAL FACILITY

## ARTICLE 30 – IMPLEMENTATION

### 22 SPECIFIC ITEMS

1. Additional or longer wash-up periods.
2. The establishment of a regular work week of five days with either fixed or rotating days off.
3. Guidelines for curtailment or termination of postal operations.
4. Formulation of local leave program.
5. Duration of choice vacation period.
6. The determination of the beginning day of employee's vacation period.
7. Option to request (2) two selections during the choice vacation period of either five (5) or ten (10) days.
8. Jury duty and attendance at national or state conventions charged to choice period.
9. Maximum number allowed off during the choice vacation period.
10. Issuing official notices to employees for approved vacation schedules.
11. Determining date and means of notification of beginning of the new leave year.
12. Procedures for submitting request for a/I for other than choice period.
13. Method for selecting employees to work on a holiday.
14. Whether overtime desired lists should be by section or tour.
15. Number of light duty assignments to be reserved for temporary/permanent light duty.
16. Method to be used in reserving light duty assignments.
17. Identification of light duty assignments.
18. Identification of assignments comprising a section for purposes of reassignment within installation those employees excess to the needs of that section.
19. Assignment of parking spaces.
20. Whether a/I for union activities is part of the total choice vacation plan.
21. Other items subject to negotiations as provided in craft provisions of the agreement.
22. Local implementation of the agreement relating to seniority, reassignment and posting.

### ITEM 1

Additional or longer wash time.

A reasonable amount of time will be permitted for each carrier as the need arises.

### ITEM 2

The establishment of a regular work week of five days with either fixed or rotating days off.

The work week will be established with rotating days off. This will include all unassigned regulars and reserve letter carriers. Successful bidders for posted vacant assignments shall accept the rotating days that accompany the new assignment.

### ITEM 3

Guidelines for the curtailment or termination of postal operations to conform to orders of local authorities or as local conditions warrant because of emergency conditions.

In the event of curtailment or termination of service, management will follow guidelines of the USPS and in accordance with the postal manual. Management will notify the Branch 11 President and the employees by phone before their starting time of possible curtailment of service. No employee will be charged annual leave because of a local emergency condition. Reasonable consideration shall be given, but not limited to, such conditions as:

- 1) Safety and health of employees
- 2) Civil Disorder
- 3) Acts of God
- 4) Hazardous weather conditions (tornado, flood, etc.)

- 5) Advice of local authorities

#### ITEM 4

A letter carrier will have the privilege of scheduling one, two or three weeks in the choice vacation period, depending on his/her eligibility. The vacation weeks may be taken consecutively or in separate periods. Vacations during the leave year will be granted on a local seniority basis. Once a week has been selected, a carrier may not cancel portions of that week, but must either relinquish the whole week or take his/her leave. All relinquished leave that is in excess of 440 hours must be re-scheduled and granted as the work load permits. When a carrier relinquishes choice or any period of his/her annual leave, his/her name will be removed from the schedule of vacations for that week. A carrier must relinquish his/her annual leave in whole week increments with fourteen (14) days notice to management.

Carriers must take leave if not cancelled within fourteen (14) days of scheduled annual leave.

The relinquished weeks shall be open for bid by one week posting.

Whole week and single day bids will be taken concurrently. Whole weeks will take preference over single days. In the event there is no successful bidder for whole weeks, single days will be awarded by seniority.

A carrier who is using sick leave instead of annual leave due to hospitalization or extended convalescence during his/her choice vacation period will be allowed to select another choice time period upon his/her return to work. Management will provide this choice time period if possible to work. Management will provide this choice time period if possible without violating any seniority rights of other employees. All annual leave in excess of 440 hours must be scheduled to be taken prior to December 31 of the current year. A carrier is not obligated to schedule any annual leave that is not in excess of 440 hours.

#### ITEM 5

The choice vacation period will exist throughout the entire calendar year. there will be different percentages (%) of the allowed off for annual leave as specified in item 9.

**ITEM 6**

The determination of the beginning of the employee's vacation period. All vacation periods begin on Monday and end on Saturday.

**ITEM 7**

Employees may schedule one, two or three weeks in the choice vacation period and they may be taken consecutively or in separate periods.

**ITEM 8**

Carriers on jury duty or on official union business, including delegates to the national and Illinois conventions, will be permitted to use annual leave for this purpose if they desire. This time shall not be charged to the carrier's choice vacation period selections.

**ITEM 9**

Leave will be granted according to the following percentages (%) and time frames:

January	-	February	6%
March	-	APRIL	10%
May	-	August	12%
September	-	November	10%
December			4%

These percentages apply to the total number of full time carriers on the rolls as of November 1 when the new leave year is publicized. The third Monday in January will be the starting day or week off of A/L of the new year.

All requests for emergency leave will be given consideration.

#### ITEM 10

Within 15 days of the final date of submission of all applications for vacation periods within the choice vacation period, all employees will be given notification of their approved dates. This will be by posting of an official vacation schedule. An employee will also be notified by return of PS 3971, if a duplicate form was submitted.

#### ITEM 11

All employees will be notified on November 1 of the beginning of the new leave year by a notice posted on the bulletin boards. The top (15) fifteen senior carriers will be given (1) one week, starting the third full week in November, to submit their annual leave requests via a PS 3971 and by viewing senior employee selections on the A/L board. If you do not submit your form by your due date you must take what is available at that time. The next (15) senior carriers will be given their (1) one week period for these full week selections. This procedure will continue until all of the carriers have made their selections. The process will end in the third week of December. **City Carrier Assistants (CCA) will make their selection by relative standing after all full-time carriers complete their first-round selections. CCA's may select from any vacation weeks with available slots, yet their selection will not count against the percentage for Full-Time carriers.** This first round of selections will follow the guidelines of the national agreement with selections of 2 or 3 weeks for qualifying carriers.

Round 2 will begin with full week only selections by seniority and relative standing and will be completed by December 31.

All remaining a/l vacancies will be available for bid on January 1 with the first available date of annual leave to be the third Monday in January.

This selection process will end on the second Monday of January. these selections can be for full weeks or individual days chosen on a first come first serve basis with all ties being decided by seniority or relative standing. The open weeks will be closed for full week selections once an individual day has been posted. The remaining days of the "single day" week will only be approved up to "5 days" or a 40 hour equivalent. Once the fifth day has been selected or each week slot the sixth day will be closed or blocked out. The annual leave calendar "all choice" will be:

(2020)	January 20, 2020 – January 16, 2021
(2021)	January 18, 2021 – January 15, 2022
(2022)	January 17, 2022 – January 14, 2023
(2023)	January 16, 2023 – January 13, 2024

**ITEM 12**

Applications for unscheduled annual leave shall be submitted to the immediate supervisor on a PS Form 3971 which has been prepared in duplicate. To acknowledge receipt, the supervisor will sign and date the form and immediately return the duplicate copy to the employee. The supervisor will advise the employee of his/her approval or disapproval within (48) forty-eight hours following submission or the leave will be considered approved.

Applications for all other requests for annual leave slots that are vacant will be approved, providing the application is submitted (14) fourteen days prior to the time requested. If it is not submitted (14) fourteen calendar days prior to the requested date, management does not have to approve it.

**ITEM 13**

The following order will be used for holiday scheduling of employees:

(1) All full-time volunteers by seniority who will be working on their holiday or day designated as their holiday.

**All Part-Time Flexible volunteers ( If applicable)**

(2) All city carrier assistant employees (CCA'S) and remaining Part- Time Flexibles.

(3) All fulltime volunteers selected by seniority who will be working their non-scheduled day.

(4) Assign all other full time employees (combined holiday and overtime employees) by inverse seniority with guarantees as specified in article 11 of the national agreement.

**ITEM 14**

An overtime desired list shall be posted by section. The entire carrier craft will be considered one section. In order to insure equitable opportunities for overtime, overtime hours worked and opportunities offered will be posted and updated quarterly.

**ITEM 15**

Employee request for light duty assignments accompanied by a doctor's statement will be granted when light duty work is available. The employee must be advised in writing of the reason, if the request is denied.

**ITEM 16**

Light duty assignments shall be established by the union and the installation head so as not to consistently bump the same employee from a regular bid position. Vacant regular assignments shall be used next, or assignments supplemental to regular assignments shall be utilized.

**ITEM 17**

Light duty assignments shall be determined by mutual agreement between the union and installation head, in accordance with the nature of the illness or injury.

**ITEM 18**

For purposes of applying article 12 of the national agreement, the entire installation shall be considered a section.

**ITEM 19**

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



## ITEM 20

See Item 8.

## ITEM 21

Letter carriers bidding for vacant assignments shall make a bid in writing to the supervisors in charge of the station during the period for which the notice is posted (with seniority and relative standing the determining factor).

In the instances where several assignments are posted, a letter carrier may bid for as many assignments are posted, stating his/her preference in the following manner: 1st choice, 2nd choice, 3rd choice, etc.

The (senior) bidder for a vacant assignment shall be placed in the new assignment within (7) seven days of the closing of the bids, unless on leave, except during the month of December when he/she may be placed in the new assignment before, but no later than the first work day of January.

Successful bidders for posted vacant assignments shall accept the non-schedule days that accompany the new assignment.

A full time regular assignment shall be posted if there is a change in starting time of more than (1) one hour from when the carrier was the successful bidder for that assignment by the request of the carrier.

Regarding Article 41, Section 1.B.3 OF THE 1994 national agreement, notices shall remain posted for a period of (10) ten calendar days.

Posting of temporary assignments:

- 1) Unscheduled absences of (5) five days or more will be offered to eligible bidders by posting.
- 2) Bids will be accepted no sooner than (30) thirty days prior to the starting date of the temporary assignment and not later than (10:00 a.m.) 9 days prior to the starting date of the temporary assignment.

## ITEM 22

All full time reserve carriers and part time flexible carriers and CCA's may make known their preference for craft duty assignments of five days or more and management will make these assignments on the basis of seniority and relative standing. Management will maintain the assignment for the duration of the absence with the exception of the following exclusions.

- A.) Full time reserve and assigned carriers who have insufficient work for 8 hours bump part time flexible or CCA's on temporary assignment.
- B.) There is not 8 hours of work in the delivery unit for a reserve or unassigned carriers who may bump a part time flexible CCA's holding a temporary bid assignment rather than be reassigned to another delivery unit where there is 8 hours of work.
- C.) A reserve or unassigned carriers is the successful bidder of a permanent vacant duty assignment.
- D.) Reserve and unassigned carriers bid on permanent route vacancies.
- E.) Full time carriers who are in to work their own routes on their non-scheduled day bump their utility or t-6. The utility or t-6 will have his/her choice of any open route on their string. if there is no open route on their string, the utility or t-6 will have his/her choice to bump a reserve, unassigned regular or part time flexible carrier or CCA's holding a temporary bid on (1) of the other (4) routes on his/her string.
- F.) If there is no route on their string, then the utility of T-6 may bump any route that is staffed by someone other than the regular assigned carrier or the regular utility or T-6.
- G.) A regular or T-6 called in on a non-scheduled day shall be assigned to any open route on his/her string. If there is no open route on the string, they may bump any route that is staffed by someone other than the assigned regular. There is no bumping outside of the string.

## NON-SCHEDULED DAYS

Regular carriers on the same string shall be allowed to switch non-scheduled days upon submission of form 3189 from both regulars, providing form 3189 is submitted by Tuesday, before the schedule is posted and provided both employees are scheduled for the week in question.

### **10 MINUTE BREAKS**

During the month of February carriers shall opt to have either breaks on the street or one of the 10 minute breaks on the street or one of the 10 minute breaks in the office and one break on the street.

### **ARTICLE 41 SECTION 3.0**

The following provision without modification shall be made a part of the local agreement, provided, however, that the local branch may on a one-time basis during the life of this agreement, elect to delete the provision from its local agreement.

### **ARTICLE 41 SECTION 3.0**

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 the letter carriers who are junior to the carriers whose route or full time duty assignment was abolished shall be posted for bid in accordance with the posting procedure in this article.

This memorandum of understanding is entered into on February 26, 1996 at Lombard IL 60148-9998, between the representatives of the United States postal service and the designated agent of the National Association of Letter Carrier, pursuant to the local implementation provisions of the National Collective Bargaining Agreement.

### **MISCELLANEOUS PROVISIONS**

**BUMPING** - Only 1 bump is allowed when a regular carrier is brought in on their non-scheduled day.

**HOLIDAY SCHEDULING** - Single days can no longer protect you from being forced to work on a holiday schedule. The only protection you would have is if you had a full week of annual leave either before or after the holiday.

WINTER WEAR - The following items are now acceptable. Snow pants, earmuffs and scarves but only if they are solid blue or black.

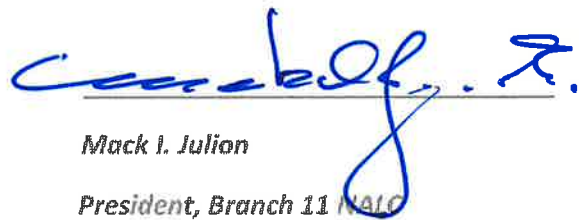
*This agreement is entered into pursuant to the terms of Article 30 of the National Collective Bargaining Agreement between the National Association of Letter Carriers AFL-CIO and the United States Postal Service, effective September 21, 2019 through May 20, 2023*



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