

LOCAL MEMORANDUM OF UNDERSTANDING BETWEEN THE NATIONAL
ASSOCIATION OF LETTER CARRIERS BRANCH 11 AND THE USPS HARVEY IL.

This MEMORANDUM OF UNDERSTANDING is entered on **May 26, 2021**, at Harvey, Illinois, between the representative of the U.S. Postal Service and the designated agent of the Union signatory to the National Agreement, Charles D. Duffy Branch No. 11, National Association of Letter Carriers, AFL-CIO, pursuant to the Local Implementation Provisions of the **2019-2023** National Agreement. This MEMORANDUM OF UNDERSTANDING constitutes the entire agreement on matters relating to local conditions of employment.

ARTICLE 1

Posting

Section 1 - In instances where several assignments are posted, a letter carrier may bid for as many assignments as are posted, stating his/her preference in the following manner: First Choice---: Second Choice---: Third Choice---: Fourth Choice---: Fifth Choice---: (Sixth move offered to senior, unassigned Full Time Carrier.)

Section 2 - Employees applying for an assignment through in-station bidding shall make a bid in writing and place it in the locked bid box, during the period for which the notice is posted and open for bid. The bid box is to be opened in the presence of a union steward or assistant union steward.

Section 3 - The senior applicant for a vacant assignment shall be placed in the new assignment within five calendar days of the closing of in-station bids, unless on leave, except that during the month of December he/she may be placed into the new assignment before the first work day in January, but no later than the first work day in January.

Section 4 - Successful bidders for posted vacant assignments shall accept the non-scheduled days that accompany the new assignment.

Section 5 - The notice for in-station postings shall remain posted for a period of seven calendar days.

Section 6 - No Full Time Regular assignment shall be posted because of a change in starting time.

Section 7 – Posting of Temporary Assignments Hold-Downs-All full-time unassigned regular, reserve and part-time flexible carriers may make known their preference for all craft duty temporary replacement assignments of five days or more and management will make these assignments on the basis of seniority and relative standing.

Bidding for temporary vacancies will end at the close of business on the Tuesday preceding the service week of the vacancy.

Management must make every effort to maintain the assignment for the duration of the absence.

Exceptions to the duration clause occur when:

- (a) Full-Time reserve and assigned carriers who have insufficient work for eight hours bump part-time flexibles and CCA's on temporary bid assignments.
- (b) There is not eight hours of work in the delivery unit for a reserve or unassigned carrier who may bump a CCA or part-time flexible holding a temporary bid assignment rather than be reassigned to another delivery unit where there is eight hours of work.
- (c) A reserve or unassigned carrier is the successful bidder of a permanent vacant duty assignment.
- (d) Reserve carriers, by virtue of having craft full-time duty assignments, may not be arbitrarily moved from their permanent or temporary bid assignments. Unassigned carriers may be assigned to permanent route vacancies.
- (e) Full-Time carriers, who are called in to work their own routes on their non-scheduled day, bump their utility, who then bump a reserve, unassigned, CCA or part-time flexible carrier holding a temporary bid assignment on one of the other four routes on the utility string. However, there is no bumping if there is an open route on the string.
- (f) If there is no open route on their string, then the floater or T-6 may bump any route that is manned by someone other than the regular assigned carrier or the regular assigned floater.
- (g) (g) A floater 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 bump any route that is manned by someone other than the regular assigned carrier, only on their string. There is no bumping outside of their string

ARTICLE 2

Representation-Organization Rights

Section 1 - Branch 11 will be consulted prior to the designation of employees to all local committees, which are established pursuant to the National Agreement by the Postmaster and/or his designee.

Section 2 - Stewards and/or union officials of Branch 11 shall have the right, with prior approval, to limited use of public address systems in the station for the purpose of making announcements of interest to letter carriers.

Section 3 - Stewards or union officials of Branch 11, with approval, shall have the right to the use of official's telephones in any postal station for the purpose of performing and engaging in the official union duties and business related to the collective bargaining agreement and the Local Memorandum of Understanding.

Section 4 - Stewards of Branch 11, NALC, shall be permitted to wear NALC Steward badge on their uniforms.

Section 5 - Officers and Stewards of Branch 11, NALC, shall be permitted to hold meetings with the membership at stations providing prior approval has been received from station management; providing further, that the meetings are held in the swing room or off the workroom floors, and that those who participate are, "off-the-clock" and there is no disruption of work activity and swing rooms or areas used are left in an orderly policed condition.

ARTICLE 3

Seniority

A roster listing all carriers in order of seniority in each station shall be permanently posted, to be updated during the months of January and July of every calendar year.

ARTICLE 4

Inspection of Personnel Jacket

A letter carrier on his/her own time will be permitted, upon request, the right to inspect their personnel jacket at any time during regular Personnel Office hours, in the presence of an employee of the Personnel Office.

ARTICLE 5

Additional Conditions of Employment

Section 1 - It is agreed that the Methods Handbook M-39, and the Carriers' Handbook M-41 shall be made available, upon request, to all carriers.

Section 2 - In the discussion of all pertinent matters concerning labor and management between the station steward and supervision, it is understood that these matters will be handled in a business-like manner.

Section 3 - Information pertinent to letter carrier duties appearing in Postal, Area, and Local Bulletins shall be called to the attention of letter carriers.

ARTICLE 6

Annual Leave

Section 1 - All employees will be notified of the beginning of the new leave year by the General Orders posted on the bulletin boards.

Section 2 - The choice vacation period shall include the entire calendar year with the exception of the two service weeks preceding Christmas Day. The two service weeks shall be identified each year prior to posting for vacation selections.

Section 3 - Employees may make application at their station or branch for their first, second, and third preferences of vacation periods during the choice vacation period beginning on the first Monday in January and ending on the second Monday in February.

Section 4 - Applications submitted for first, second, and third preferences of vacation weeks during the choice vacation period will be approved to allow off 10% of the total career carrier complement each station each week of the choice period. The percentage will be calculated using standard rounding procedures (i.e., fractions of 0.5 and above will be rounded to the next whole number.)

The following provisions will apply to City Carrier Assistants (CCA) submissions for annual leave:

- (a) City Carrier Assistants will not be calculated in determining the percentage of carriers off during weeks allocated during the choice vacation period.
- (b) City Carrier Assistants cannot select any week between the full week of Thanksgiving through the full week that includes Christmas Day.
- (c) City Carrier Assistants will be allowed to select weeks off in order of their relative standing for the office.
- (d) For each available week of leave selected by a City Carrier Assistant in the first and second round, one (1) additional slot for that week will be placed on the leave board.
- (e) Harvey LMOU incidental leave rules will apply to City Carrier Assistants.

Granting City Carrier Assistant's leave under such a provisions is contingent upon the employee having a sufficient leave balance when the leave is taken

Section 5 - Within 15 days after the final date of submission of all applications for vacation periods within the choice vacation period, all employees will be given written notification of their approved dates.

Section 6 - After all full-time, CCA's and part-time flexible schedule employees have been provided written notice of their approved periods of leave during the choice vacation period, a complete leave schedule, including vacation periods will be posted. **Vacant periods will be granted for incidental leave throughout the leave year, by seniority and relative standing by all carriers on a "first come" basis.**

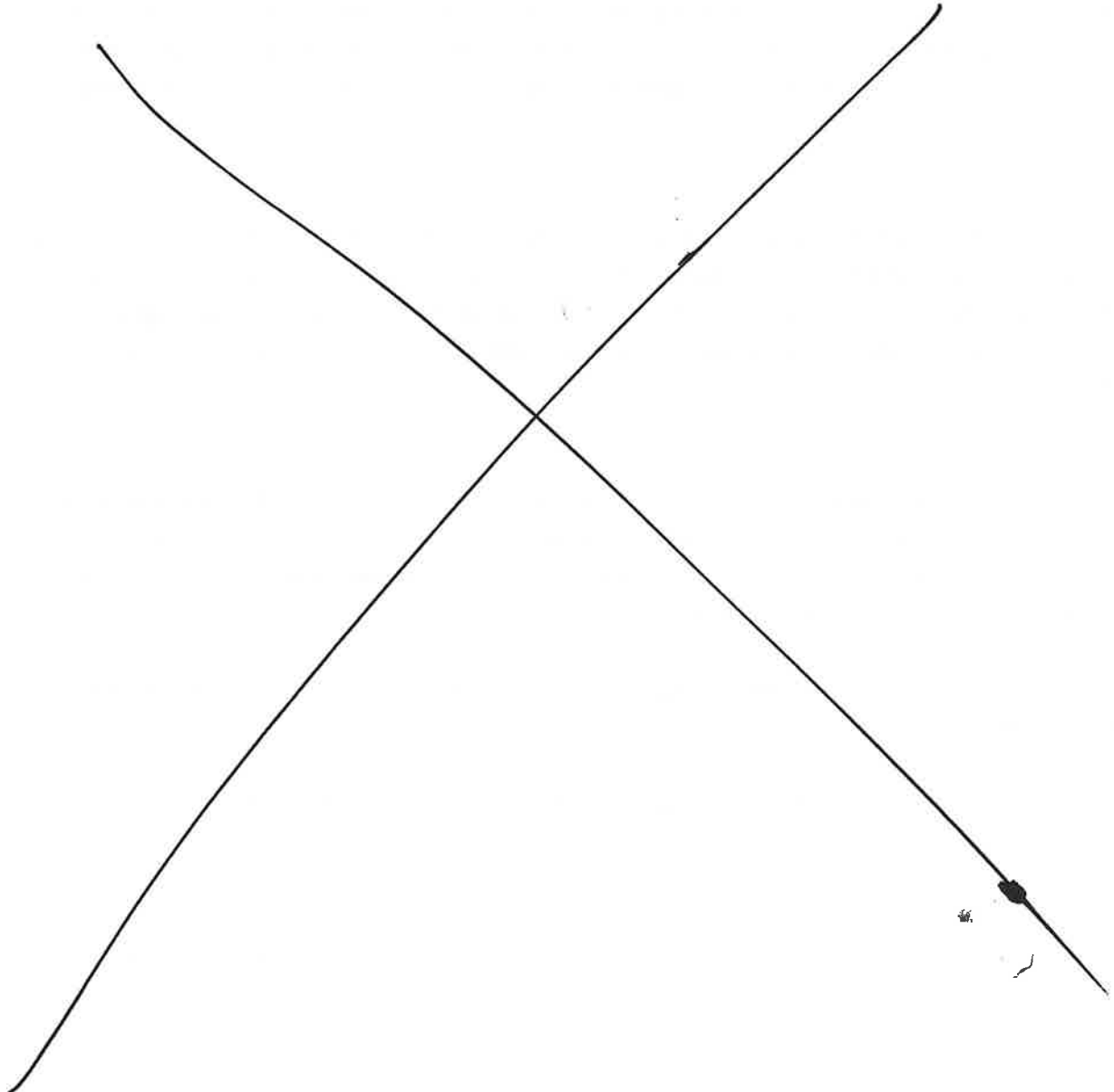
Section 7 - Scheduled annual leave periods shall be divided into units, each unit consisting of one week. Vacation to begin on Monday and end on Sunday.

Section 8 - Application for incidental annual leave, other than emergency leave, shall be submitted to the immediate supervisor on a P.S. Form 3971 which has been prepared in duplicate. To acknowledge receipt, the supervisor will sign and date the form in the "Signature of Supervisor Notified and Date" section and immediately return the duplicate copy to the employee.

The supervisor will advise the employee of his approval or disapproval within a reasonable time but no later than three work days prior to the starting date of the leave requested. If the leave is not approved, the supervisor will write a brief explanation on the P.S. Form 3971 and return it to the employee. If a supervisor fails to comply within the above time limit, the requested leave will be considered to be officially approved.

Section 9 - Upon notification of canceled annual leave for vacation selection, the canceled period will be posted for bid. The posting will close at 4:00 p.m. on the Friday of the following week or the week preceding the posted vacation period, whichever comes first. When the posting closes, the vacation period will be awarded to the senior bidder.

If a carrier has a need to cancel scheduled annual leave, ~~as provided under Article 8, Section 16 of the 1994 Local Memorandum of Understanding, the leave must be canceled no later than the Monday of the service week preceding the week of the scheduled leave.~~ Carriers will be required to take leave as scheduled, if it is not canceled in a timely manner.



Section 10 - Annual leave in lieu of sick leave will be approved if application (PS 3971) is submitted and conditions in each case warrant the approval of annual leave.

Section 11 - The official delegates to the National and Illinois State conventions will be permitted to use annual leave for this purpose if they so desire without such leave being charged to their choice time allowance, provided that no more than two carriers at anyone station take advantage of this option.

If more than two carriers at anyone station wish to exercise such option, the senior carriers will be given preference. The list of the official delegates to said conventions will be submitted to the Postmaster, in writing, by the President of Branch 11, NALC as soon as possible in the calendar year.

A carrier who is summoned to jury duty or military service at a time that coincides with his or her scheduled choice period annual leave period will be allowed to select any other choice vacation period or periods to which his/her seniority would have entitled them. Also, an employee summoned to jury duty may, by their choice, submit a request to have their work schedules changed temporarily to conform to court service hours. Such requests must state they are for personal convenience and must be agreed to by the union.

Section 12 - All requests by letter carriers for emergency leave should be honored upon presentation of acceptable proof. If the proof submitted is unacceptable the supervisor will advise the letter carrier of the reason(s) for the unacceptability. When substantiation is requested for sick leave usage and the substantiation is deemed unacceptable, the supervisor will advise the letter carrier of the reason(s) for the unacceptability.

Section 13 - In the first selection of vacation weeks, carriers may select to schedule one, two, or three to be taken consecutively or in separate periods in accordance with their entitlement under Article 10, Section 3 of the National Agreement. ~~In the second selection of vacation weeks, carriers may select to schedule any or all of their remaining annual leave.~~

In the second selection of vacation weeks, carriers may select to schedule their remaining annual leave earned in the current leave year.

In the third selection of vacation weeks, carriers may select to schedule any remaining leave.

Section 14 - A carrier Who is using sick leave instead of annual leave because of hospitalization or extended convalescence during his/her scheduled choice vacation period, will be given a change to select another choice time period upon his/her return. Management will provide this choice time period if it can do so without violating any seniority rights of other employees. After such leave is scheduled, it will be subject to the same protection as other scheduled leave.

Section 15 - All annual leave in excess of 440 hours must be scheduled to be taken prior to the end of the year leave year.

Once a week has been selected, carrier cannot cancel portions of that week, but must either relinquish the whole week or take the leave. The carrier will not be allowed to work while on vacation. All relinquished leave that is in excess of 440 hours must be rescheduled by October 1st or it cannot be canceled.

If a carrier has less than the required hours of annual leave left prior to any week of his/her scheduled leave, that week will be canceled and put up for bid. A carrier is not obligated to schedule any annual leave that is not in excess of 440 hours. Any carrier passing over the vacation pick can only bid on new openings as they may arise.

ARTICLE 7

Adoption of Route Changes

Section 1 - A discussion by the President of Branch 11, or his designee, with the appropriate installation officials, will be held when there is a division or adjustment of route.

Section 2 - Whenever route changes are made resulting in the termination of a route, the adjustments should be made eliminating the route of the junior regular carrier whenever possible.

Section 3 - "When a letter carrier route or full-time duty assignment, or other than the letter carrier route(s) or full-time duty assignments(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 assignments(s) was abolished shall be posted for bid in accordance with the posting procedures in this Article."

ARTICLE 8

Definition of Sections for Reassignments

Section 1 - When it is proposed to reassign within an installation employees excess to the needs of a section as provided in Article 12, Section 5, C, 4a of the **2019** National Agreement, all carrier craft assignments at each station or branch will be a separate individual section.

ARTICLE 9

Curtailement or Termination of Postal Operations

Postal Operations will not be curtailed or terminated at the Post Office unless the Postmaster determines that conditions so warrant. Reasonable consideration shall be given, but not limited to such conditions as:

1. The Safety and Health of the Employees
2. Civil Disorders
3. Acts of God
4. Hazardous Weather Conditions
5. Advice of Local Authorities

Management will notify the employees at the earliest possible time of termination or curtailment of Postal Operations. Such notification will be by available public media such as TV or radio.

ARTICLE 10

Holiday Scheduling

Letter carriers shall be scheduled to work on a holiday or designated holiday in the following order:

1. **All full-time carriers and part-time flexible volunteers on the Holiday Sign up List on their holiday or designated holiday or non-scheduled day by seniority.**
2. **All qualified city carrier assistants (CCAs) and remaining part-time flexibles, to the extent possible even if payment of overtime is required.**
3. **Assign all other full-time employees by inverse seniority with the guarantees as specified in Section 4 and 7 of Article 11 of the most current National Agreement.**

ARTICLE 11

Choice of Location For The Two (2) 10-minute Break periods.

The local union may annually opt during the month of January to have both 10-minute breaks on the street or one of the 10-minute breaks on the street and one in the office.

ARTICLE 12

Over-Time Desired Lists

Section 1 - Full-Time carriers desiring to work overtime shall place their names on either the "Overtime Desired List" or the "Work Assignment List" during the two weeks prior to the start of the calendar quarter, and their names shall remain on the list until such time as they remove their names from the list. Employees may switch from one list to the other during the two week prior to the start of the calendar quarter, and the change will be effective beginning that new calendar quarter. Employees who elect to either remove their name from a list or to switch to another list must submit that in writing to their immediate supervisor.

A. Carriers who sign the "Overtime Desired List" may be assigned:

To work overtime on any assignment, as needed, up to twelve (12) hours in a service day and sixty (60) hours in a service week.

B. Carriers who sign the "Work Assignment List" may indicate a preference to be considered available: up to twelve (12) hours on a regularly scheduled day and/or to work overtime on their assignment on a non-scheduled day.

Section 2 - When there is a need to call employees at home and the employee does not report for overtime, this failure to report will not be counted as an opportunity "Missed" on the overtime desired list if only one (1) hour or less advance notice is given prior to regular starting time.

ARTICLE 14

Additional Or Longer Wash-up Time

Management shall grant reasonable wash-up time to all employees handling dirty or toxic materials.

ARTICLE 15

Non-Scheduled Day

All Full-Time carriers will be on a rotating non-schedule day.

ARTICLE 16

The Number Of Light Duty Assignments Within Each Craft Or Occupational Group To Be Reserved For Temporary Or Permanent Light Duty

There will be made available as many light duty assignments as can be reserved without detriment to regular force.

ARTICLE 17

**The Methods Used In Reserving Light Duty Assignments So That No Regularly Assigned Member Of
The Regular Work Force Will Be Adversely Affected**

The assignment considered as light duty shall not be included as job descriptions for bid positions.

ARTICLE 18

The Assignment Of Employee Parking Spaces

Management shall make available to its employees all possible space after all agency needs are met and shall maintain and protect the available parking space to the best of its ability.

ARTICLE 19

Those Other Items Which Are Subject To Local Negotiations As Provided In The Craft

Supplemental Agreement

It is agreed that monthly Labor/Management meetings be held in the carrier craft. The meeting will be held on the First Tuesday of the Month at 10:00 A.M. Union and/or Management will present agenda items by Friday preceding the meeting date. If agenda isn't presented by Friday preceding the meeting date, the meeting will be cancelled.

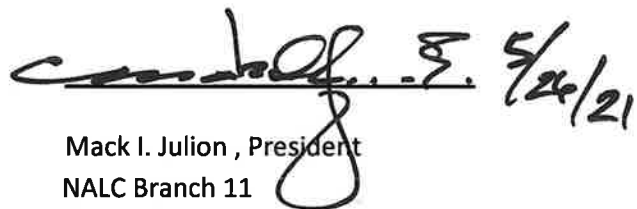
ARTICLE 20

Duration of Agreement

This MEMORANDUM OF UNDERSTANDING shall continue in full force and effect for the duration of the National Agreement through **May 20, 2023**.

 5/26/21

Mecki Smith , Postmaster
USPS Harvey, IL 60426

 5/26/21

Mack I. Julion , President
NALC Branch 11