

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING is entered into 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 Provision of the **2023-2026** National Agreement. This MEMORANDUM OF UNDERSTANDING constitutes the entire agreement on matters relating to local conditions of employment.

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ARTICLE 1

Posting

Section 1 - Vacant full-time duty assignments will be posted for bid and restricted to letter carriers assigned to the station where the vacancy exists with craft seniority the determining factor. Residual vacancies will then be posted for bidding installation-wide, with craft seniority the determining factor. Copies of residual vacancy postings and awards will be provided to the Local President of the Union.

Section 2 - In instances where several assignments are posted, a letter carrier may bid for as many assignments as are posted stating **their** 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 3

A. Employees applying for an assignment through in-station bidding shall make a bid in writing on PS Form 1717A 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.

B. Units that opt for the expedited bidding process will follow the guidelines on the local memo *Alternative Expedited Bidding Process*.

C. Employees applying for a residual vacancy posted installation wide shall submit a bid in writing on PS Form 1717A to the **Postmaster or designee, 2nd Floor, Main Post Office**.

Section 4 - 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, and within fifteen calendar days of the closing of installation-wide bids, unless on leave, except that during the month of December **they** may be placed into the new assignment before the first workday in January, but no later than the first work day in January.

Section 5 - Successful bidders for posted vacant assignments shall accept the non-scheduled days that accompany the new assignment.

Section 6 - The notice for in-station postings shall remain posted for a period of seven calendar days, unless the unit has opted for and is following guidelines of the memo *Alternative Expedited Bidding*. The notice for installation-wide postings shall remain posted for a period of ten calendar days.

Section 7- No Full Time Regular assignment shall be posted because of a change in starting time.

Section 8 - Posting of Temporary Assignments (Hold-Downs) - All full-time unassigned regulars, reserve, part-time flexible carriers and eligible city carriers assistants 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. There will be an exception that city carrier assistants may not opt onto higher level assignments. Carriers may only bid temporary hold downs in their Form 50 offices.

Annual leave schedules are posted for the entire year and employees in the categories above may present requests for such assignments in 30-day segments. The method of presentation will be decided by the individual station.

Unscheduled absences of 5 days or more will be offered to the eligible bidder by posting.

Bidding for temporary vacancies will end at **noon on the Wednesday** preceding the service week of the vacancy.

Management must make every effort to maintain assignment for the duration of the absence (including scheduled work hours).

Exceptions to the duration clause occur when:

- (A) Full-time reserve and assigned carriers who have insufficient work
for eight hours, bump a part-time flexible, or city carrier assistant 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 part-time flexible or city carrier assistant holding a temporary bid assignment rather than be reassigned to another delivery unit where there are 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 must opt in writing to assume permanent vacancy assignment upon placement or preference
- (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, part-time flexible carrier or city carrier assistant holding a temporary bid assignment on one of the other four routes on their 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 regular floater or T-6 may bump any route on their string that is manned by someone other than the regular assigned carrier or the regular assigned floater. Bumping consideration will be given by seniority and then on a "first come first serve" basis.

(G) A regular floater or T-6 called in on a non-scheduled day shall be assigned to any open route on **their** string. If there is no open route on the string, they may bump any route that is manned by someone other than the regular assigned regular on their string. There is no bumping outside of their string.

ARTICLE 2

Representation-Organization Rights

Section 1 - Branch 11 **President** 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 **their** 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 Main Post Office Station or any station for the purpose of making announcements of interest to letter carriers.

Section 3 - Stewards or union officials of Branch 11, with prior approval, shall have the right to the use of official telephones, faxes and copying machines 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; such telephone calls are restricted to "local calls."

Section 4 - Stewards of Branch 11, NALC, will 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 career carriers in order of seniority each station, shall be permanently posted, to be updated during the months of January and July of every calendar year.

A roster listing of all CCAs in the Chicago PO Installation shall be posted in each station; the list shall be in order of relative standing, to be updated during the months of January and July of each calendar year. The list will include all CCAs on rolls at time of update.

CCA opting procedures will be in accordance with Article 41.2.B.4 of the JCAM and the Joint Q&A (M-01833) which addresses the CCA opting procedure in detail.

ARTICLE 4

Inspection of Personnel Jacket

A letter carrier on **their** own time will be permitted, upon request, the right to inspect their Official Personnel Folder (OPF) at any time using the USPS website available on <http://liteblue.usps.gov>.

A letter carrier on their own time will be permitted, upon request, to inspect their local station personnel folder, scheduled in advance, in the presence of management personnel at the station.

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 in every station.

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.

Section 4 – A 204 B who shall lose their assignment per Article 41.1. A.2 of the National Agreement shall not be able to bid the next posting of that assignment.

ARTICLE 6

Annual Leave

Section 1 - All employees will be notified of the beginning of the new leave year prior to vacation scheduling. Notification will be done by in station posting and public address announcement.

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

Section 3 - **All carriers may make application at their station or branch during the choice vacation selection period. The full vacation selection process lasts eight weeks, beginning on the first Monday in December.**

In the first selection of vacation weeks, carriers may select to schedule one, two, or three weeks 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 their remaining annual leave earned in the current leave year.

In the third selection of vacation weeks, carriers may select to schedule any other accrued annual leave rolled over from previous years, or make selections if no selections were made in rounds one and/or two.

Week 1-2: 1st Round

The first round of choice vacation selections shall commence on the first Monday in December each year and conclude on Friday of the second week.

Week 3:

No later than Friday of the third service week, the leave schedule shall be updated and posted with the first-round submissions populated, and the applicable approved PS Form 3971s provided to employees.

Week 4-5: 2nd Round

The second round of choice vacation selections shall commence on Monday of the fourth week, and conclude on Friday of the fifth week.

Week 6:

No later than Friday of the sixth service week, the leave schedule shall be updated and posted with the second-round submissions populated, and the applicable approved PS Form 3971s provided to employees.

Week 7: 3rd Round

The third round of choice vacation selections shall commence on Monday and conclude on Friday of the seventh week.

Week 8:

No later than Friday of the eighth service week, a complete leave schedule, including vacant periods, will be posted, and the applicable approved PS Form 3971s provided to employees.

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 letter carrier** complement at 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 complement will consist of the number of all letter carriers in each station effective the second Monday in November preceding the leave year.

The weeks which include Thanksgiving Day through Christmas Day (Peak Season) will not be made available for City Carrier Assistants leave selection.

*Granting City Carrier Assistants leave under such provision is contingent upon the employee having a sufficient leave balance when the leave is taken.

Section 5 - Reserved

Section 6 - The remaining vacant periods which fall during the choice vacation period (identified in Article 6 Sections 2 and 4) will be considered available for incidental leave requests throughout the leave year. The incidental leave requests for the week will be considered by seniority and relative standing, on a first-come, first serve basis. A slot constitutes a week. However, if any individual days are approved; the entire week would not be available for selection, only the remaining days. The ending of the time frame is the close of business on the date of submission.

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 **their** approval or disapproval within a reasonable time but no later than two workdays 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 - If a carrier has a need to cancel scheduled annual leave the leave must be canceled no later than the Monday of the service week preceding the week of the scheduled leave. The union steward will be notified by the Supervisor by the following business day and the cancelled leave notated on the postal leave board. Carriers will be required to take leave as scheduled, if it is not canceled in a timely manner.

Upon written notification of canceled annual leave for vacation selection, the canceled period will be posted for bid. The posting will close at **noon on the Wednesday** 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.

All annual leave in excess of 440 hours must be scheduled to be taken prior to the second Saturday in December.

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 **their** 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.

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. The list of official delegates to said conventions will be submitted to the Postmaster/POOM, in writing, by the President of Branch 11, NALC no later than the first Monday of December prior to selection. The scheduled week(s) for the National and Illinois State Conventions will be identified on the choice vacation sign up schedules each year. Vacation slots not used by convention delegates will be available for selection by other carriers during the selection period, up to the choice vacation percentage (calculation of which will include convention delegates.) During the week of the Illinois state convention, all employees can request annual leave, on a seniority basis for Monday, Tuesday and Wednesday. (Illinois state conventions are scheduled for Thursday through Saturday during convention week.) Any other leave requested will be granted on an incidental basis at management's discretion.

A carrier who is summoned to jury duty or military service at a time that coincides with **their** scheduled choice period annual leave period will be allowed to select any other choice vacation period or periods to which **their** 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.

(a) 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 - Any letter carrier transferring from one station to another station shall be granted **their** annual leave as previously chosen in the station from which they transfer.

Section 14 - **Reserved**

Section 15 - A carrier who is using sick leave instead of annual leave because of hospitalization or extended convalescence during **their** scheduled choice vacation period, will be given a change to select another choice time period upon **their** 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.

ARTICLE 7

Adoption of Route Changes

Section 1 - A discussion by the President of Branch 11, or **their** 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) who 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

Labor Management Meetings

Section 1 - It is agreed that a monthly Labor-Management Meeting be held with the exclusive Carrier Craft, Charles D. Duffy Branch No 11, National Association of Letter Carriers, AFL-CIO. This meeting will be held on the third Thursday of the month at 10:00 a.m. The union and/or management will present agenda items by Tuesday preceding the meeting date, if not the meeting will be canceled.

Section 2 - It is agreed that agenda items for discussion at the meetings shall be exchanged by the President of Branch 11 (or **their** designee) and the Postmaster (or **their** designee) at least forty-eight hours before scheduled meeting. Items not placed on such agenda shall be discussed only by mutual consent of the parties.

Section 3 - Minutes of the Labor-Management meeting shall not be finalized until edited by both parties.

ARTICLE 9

Light Duty

The number of light duty Assignments for employees shall be one and one-half percent of the number of employees on the rolls. The aforementioned one and one-half percent shall not include OWCP.

Light Duty requests will be submitted & acted on, in accordance with Article 13 of the National Agreement.

The duties for light duty will include but not limited to:

- a) All letter carrier duties, that are available, within the employee's medical restrictions.
- b) Any other available work assigned by the employer within the employee' medical restrictions and appropriate contractual language.

ARTICLE 10

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 provide in Article 12, Section 5, C, 4a of the National Agreement, all carrier craft assignments at each station or branch will be a separate individual section.

Section 2 - In cases where one or more routes are transferred to another station, carriers

assigned to these routes shall retain their seniority rights. Carriers electing to remain at original station of assignment also retain their seniority rights.

ARTICLE 11

Curtailment 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 President of Branch 11 and 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 12

Holiday Scheduling

The method of selecting employees to work a holiday is as follows:

1. All part-time flexible employees (if applicable)
2. All full-time volunteers on the Holiday Sign up List on their holiday or designated holiday by seniority.
3. All qualified city carrier assistants (CCAs) to the extent possible, even if payment of overtime is required.
4. All full-time volunteers on the Holiday Sign up List on their non-scheduled day by seniority.
5. 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 13

Work Schedules - Full-Time Regular Employees

Section 1 - Rotating non-scheduled days

- A. Generally, carriers at all stations will have a basic work week with a rotating non-scheduled day as follows:
- B. 1st week, off Sunday - Monday;
2nd week, off Sunday - Tuesday until the 6th week when Sunday - Saturday off is reached and then the cycle begins again.

Section 2 - Fixed non-scheduled days (Saturday and Sunday)

- A. Combination routes at Chicago Central Carrier Annex (CCC), Loop Station and Fort Dearborn Station
- B. Full-Time Collectors
- C. All parcel post routes at Chicago Central Carrier Annex (CCC), Loop Station and Fort Dearborn Station.
- D. All vehicle routes in Section 6, Main Post Office Station
- E. Several combination parcel post routes at various stations whose delivery area is predominantly manufacturing with no delivery required on Saturday.
- F. Any variations from the above scheduling shall become a matter of discussion between Management and Branch #11 **President**, at least 30 days prior to issuance. If disagreements ensue, the union may submit the case to the grievance procedure and finalize through arbitration.

Section 3 - Definition of Delivery Unit for the two (2) 10-minute break periods.

Each carrier station or branch will be considered a Delivery Unit, and 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.

During the month of January, effective 2022, each Delivery unit and local union may opt in or out of the *Alternative Expedited Bidding process* for that year.

Section 4 - City Carrier Assistants shall not be allowed to convert to Full-Time regular status while assigned to the Chicago Central Annex (CCC), Loop or Fort Dearborn Station. Prior to conversion the CCA must be re-assigned via a PS Form 50 to another station within the Installation. Likewise, they cannot *preference* into these offices upon conversion, nor will eReassign transfers be place into one of these units.

ARTICLE 14

Over-Time Desired Lists

Section 1 - Full-Time carriers desiring to work overtime shall place their names on either **one or both of** the "Overtime Desired Lists" 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 weeks 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. Overtime Desired List - 12 hours: Carriers who sign this list may be assigned to work up to twelve (12) hours per day on their regularly scheduled day(s) and/or sixty (60) hours in a service week.

B. Overtime Desired List - Regular Day Off (RDO): Carriers who sign this list may be assigned to work eight (8) hours per day on their RDO.

*** Employees signing both regular Overtime Desired Lists are eligible to work up to twelve (12) hours per day on their regularly scheduled day(s) and their RDO.**

C. Work Assignment List: Carriers who sign this list may be assigned to work on their assignment up to twelve (12) hours per day on their regularly scheduled day(s) and/or sixty (60) hours in a service week. Carriers may also indicate a preference to be considered available to work overtime on their assignment on an RDO.

***Signing up for work assignment RDO creates no entitlement nor requirement for overtime.**

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.

Section 3 - Definition of sections for the overtime desired list shall be by unit within Cardiss Collins, Branches, Stations and Carrier Annexes.

ARTICLE 15

Duration of Agreement

This MEMORANDUM OF UNDERSTANDING shall continue in full force and effect for the duration of the National Agreement through **2026**.



Holly R. Burrell, OIC
Chicago Installation, USPS



Elise M. Foster, President
Branch # 11 NALC