

MEMORANDUM OF UNDERSTANDING BETWEEN THE
UNITED STATES POSTAL SERVICE
CHARLESTON, IL 61920-9998
AND
THE NATIONAL ASSOCIATION OF LETTER CARRIERS
JOHN GRACE BRANCH 825

SEPTEMBER 2019 – MAY 2023

PREAMBLE

This Memorandum of Understanding is made and entered into at Charleston, Illinois, by and between the United States Postal Service and John Grace Branch 825 of the National Association of Letter Carriers, AFL-CIO, pursuant to the provisions of Article 30 of the 2019 National Agreement. This memorandum 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 Charleston 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at the national level with respect to wages, hours, and other terms and conditions of employment unless otherwise superseded by the terms of the National Agreement of 2019 - 2023.

ARTICLE 2

WASH-UP TIME

When an Employee performs dirty work or works with toxic materials, the employee will be allowed reasonable wash-up time.

ARTICLE 3

NON-SCHEDULED DAYS

The regular work week will begin on Saturday and run through Friday with rotating days off for all craft members.

ARTICLE 4

CURTAILMENT OR TERMINATION OF DELIVERY

The decision for curtailment or termination of postal operations to conform to the orders of Local Authorities, or as local conditions warrant because of emergency conditions, shall be made by the installation head. When the decision has been reached to curtail postal operations to the extent possible, Management will notify and seek the cooperation of local radio and television stations to inform Employees.

ARTICLE 5

HOLIDAY WORK SCHEDULE

Management will select carriers to work on holidays in the following order:

1. All casual, transitional employees and city carrier assistants to the maximum extent possible, even if the payment of overtime is required.
2. All part-time flexible employees
3. All full-time regular, full-time flexible and part-time regular employees who possess the necessary skills and have volunteered to work on their holiday or designated holiday by seniority.
4. All full-time regular, full-time flexible and part-time regular letter carriers who have volunteered to work on their non-scheduled day in the following order of priority:
 - a. Those employees who have signed the 10/12 hour Overtime Desired List by seniority
 - 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. Full-time regular, full-time flexible and part-time regular employees who possess the necessary skills and **have not** volunteered on what would otherwise be their non-scheduled day—by inverse seniority.
6. Full-time regular, full-time flexible and part-time regular employees who possess the necessary skills and **have not** volunteered on what would otherwise be their holiday—by inverse seniority.

ARTICLE 6

OVERTIME DESIRED LIST

The overtime desired lists shall be established by craft. (See National Agreement, Article 8, Section 5.b). The overtime desired list shall be posted on the carrier bulletin board for at least two weeks prior to the beginning of a calendar quarter. After the list has been taken down, no names may be added until the next posting, except an employee on leave during the total posting period may have their name added within three working days after returning to duty shall have three working days to add their names to the list. This list shall provide a column for an Employee's signature and a column to designate date signed.

The Union will be furnished with a copy of this list, in a timely manner, upon removal of posting.

ARTICLE 7

IDENTIFICATION OF A SECTION CONCERNING EXCESSING & REASSIGNMENT

1. A section shall be defined as a delivery unit throughout the Charleston Post Office, 61920.
2. An assignment shall be reposted when territory served by a route is changed minus 40% possible deliveries.

3. Article 41, Section 3.0 will be entered into our Local Agreement:

"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 carriers) whose route(s) or full-time duty assignment(s) was abolished shall be posted for bid in accordance with the posting procedures in this Article."

ARTICLE 8

THE ASSIGNMENT OF EMPLOYEE PARKING SPACES

Parking will be on a first-come; first-served basis.

ARTICLE 9

ANNUAL LEAVE

Selection of choice vacation period leave shall be open to all carriers on the rolls (including City Carrier Assistants) as of November 1st of the year preceding the leave year. CCAs will be able to bid one full week the first round and one full week after the second round of the selection board. Annual leave for CCAs will be approved provided they have sufficient hours of annual leave at the time of their selected week(s). If a CCA does not have adequate leave on the books prior to the agreed upon date for cancellation of leave, they will be required to cancel any leave that would not be paid leave. LWOP will not be granted to offset insufficient leave balances.

Section 1 – Selection Process for Choice Vacation Period

1. Choice vacation periods shall be:
 - a) The first day of January through the vacation week including November 30.
 - b) December 25 through December 31.
 - c) The first full week in December through December 24 is excluded.

2. The leave week during the choice vacation period shall be Monday through Sunday. Letter Carriers will start their vacations on a Monday and return to work Monday following their vacation, with the exception of the last week in December; this leave week will start on December 25 and end on January 1.
3. Determination of the maximum number of carriers who shall receive leave each week during the Choice Vacation Period: - Ten (10) percent (with 0.3 or more rounded to the next whole number) per week to be guaranteed annual leave during the Choice Vacation Period.
4. Annual leave requests in guaranteed slots must be canceled on PS 3971 no later than one week prior to Tuesday/Wednesday, whichever is applicable, of scheduling, or leave cannot be canceled. When canceling a request, a carrier may if he/she chooses, cancel all or part of the requested time. If a carrier cancels a part of his guaranteed slot, the days canceled will be available up to Tuesday/Wednesday scheduling, whichever is applicable.
5. The vacation vacancy board will be maintained and controlled by Management with observation by the Union and posted in a locked bulletin board. Selections made by Employee on Form PS 3971, entered by the Postmaster and initialed by Employee adjacent to their name (for rounds one and two) as designated and in the presence of the Postmaster
6. As of November 1st, Management will post and supply a list to each carrier the scheduled days for the first round of choice vacation selection in order of seniority.
7. Choice vacation period selections for all carriers by seniority shall begin on November 1, or the first workday thereafter.
8. Two carriers by seniority will be scheduled with two working days to make their choice vacation selection. Selections will start one half hour before regular starting time on the first scheduled day. EXCEPTION: Carriers non-scheduled on the first day must make their selection on the morning of the second day. Carriers not prepared to make their selection when interviewed starting the first day will drop to the bottom of the two scheduled for the two day period and must submit his/her bid no later than one half hour after the regular end tour time of the second day or be disqualified for the first round choice.
9. Any carrier who knowingly is going to be off during his/her scheduled selection periods shall leave with Management their choice periods, any available alternate dates, and a phone number or address to be reached if needed.
10. A second round of bidding will begin within five calendar days after the first round is completed.

11. A carrier may drop his/her seniority to a lower pick on the selection list allowing the carriers above the requested placement to select first.
12. Whether the employee, at their option, may request two selections during the Choice Vacation Period, in Units of either 5 or 10 or 15 consecutive days:
 - a) During first round, Letter Carriers at their option may request two selections during the choice vacation period in units of either 5, 10, or 15 consecutive days, in accordance with leave earned annually with a maximum of 15 days total on the first round.
 - b) After Management has exhausted the seniority list for the first round of Choice Vacation Period selection, Management will go through the seniority list for a second round. The second round of vacation selections will be weekly requests for the remainder of the carrier's allotted annual leave for the Choice Vacation Period as outlined in Article 10, Section 3.D.1, 2, 3 of the National Agreement. The total of leave selected and approved in rounds one and two cannot exceed the number of days authorized in Article 10, Section 3.D.1, 2, 3 of the National Agreement.

Section 2 – Open Periods & Requests for Less Than 40 Hours

After the completion of the first two rounds of bidding, a carrier may submit a PS Form 3971 up to 30 days in advance of the desired leave period, for vacant weeks remaining on the carrier leave board, not to exceed their annual leave balance for the new leave year. Submissions for annual leave on PS Form 3971 received in less than 30 days in advance of the date of the requested leave shall not be unreasonably denied.

Approval or denial of the requests for annual leave will be given no later than the Wednesday preceding the service week for which the leave is requested and a copy of the 3971 shall be given to the carrier

Section 3 – Leave for Union Business

The Union will notify the Postmaster of the dates of the State and National Conventions prior to November or the first available day thereafter, and the number of delegates to each. Said dates will be held open for the Convention Delegates and will not be charged to their choice period.

Any Employee's approved annual leave for attendance at Union functions shall not be charged to their Choice Vacation Periods

Section 4 – Cancellation of Leave

Annual leave request in guaranteed slots must be canceled on PS 3971 no later than one (1) week prior to Wednesday scheduling (Tuesday) or leave cannot be canceled. When canceling a request, a carrier may, if he/she chooses, cancel all or part of the requested time. If a carrier cancels a part of his guaranteed slot, the days canceled will be available up to Wednesday scheduling. If any portion of the week is canceled, the carrier's non-scheduled day at the time the leave is canceled will be removed from the leave board.

Section 5 – Miscellaneous Provisions

1. Letter Carriers on jury duty during the Choice Vacation Period shall be eligible for another period if available within the Choice Vacation Period. Jury duty will not be considered as part of the quota of Carriers off during the Choice Vacation Period.
2. The official notice to each employee of approved annual leave is the official annual leave vacancy board which begins on the new leave year (first full period in January).
3. As soon as Management receives official notification from the Postal Data Center of the beginning of the new leave year, it shall be posted on the bulletin board. This must be no later than November 1.

ARTICLE 10

ASSIGNMENT OF ILL/INJURED EMPLOYEES

In accordance with Article 13 of the National Agreement, the USPS and the Union recognizing their responsibility to aid and assist deserving full-time, part-time flexible and city carrier assistants who through illness or injury are unable to perform their regularly assigned duties, agree to the following provisions and conditions for reassignment for light duty:

Light duty assignments shall consist of any light duties which the ill or injured employee may be able to perform to the fullest extent to the needs of the Service and Physician's limitations.

The Postmaster shall first make every effort to employ Letter Carriers in their own craft for temporary duty assignments. After all efforts are exhausted in this area, consideration will be given to assignments in other crafts within the installation. If it is determined insufficient work is available, the employee and steward will be notified and given an opportunity for input in this regard.

ARTICLE 11

POSTING

1. When several assignments are posted, an Employee may bid for as many assignments posted, stating preference as to first, second, third, etc., choice.
2. When applying for an assignment, an Employee shall place Form PS-1717 in bid box within time limitations noted on the posting.
3. The senior qualified applicant for a vacant assignment shall be placed in the new assignment within 15 working days of the closing bids except during December.
4. A copy of all posted notices shall be given to NALC Branch 825.
5. Notice inviting bids for letter carrier craft assignments open for bid shall be posted on the official bulletin board for seven (7) calendar days. The union is to be given copy(s) of said position(s).
6. Absent carrier(s) are invited to bid if he or she provides a mailing address and request in writing. Bid requests to be made in writing to Management by final day of posting. Seniority to be used as a tie breaker for bid position.
7. When more than one assignment is posted, letter carriers shall have bid rights on all assignments, stating their preference. (i.e. 1st choice - 2nd choice - 3rd choice)

Seniority is the tie breaker
8. Letter carrier assignments shall be posted when there is a change of more than three (3) hours in starting time.
9. Temporary Assignment Change for T-6 or Utility Assignments

A full-time regular carrier called into work on a non scheduled day shall work his or her full-time duty assignment provided there is a vacant route on the string (i.e. 2001 through 2005 and/or 2006 through 2010) to which the T-6 and/or utility carrier may be assigned. Otherwise the carrier working on a non-scheduled day will be assigned where needed.
10. In bidding on routes for vacation scheduling and for full-time craft duty assignments of anticipated duration of five days or more, Management will post, on official board, the route(s) for three working days. Unassigned regulars, part-time flexibles and city carrier assistants shall be placed on such assignment for the duration by seniority in bidding the following scheduled week.

11. Vacated routes shall be posted on the official bulletin board for a period of ten calendar days.
12. The Union President or designee shall be notified as soon as possible of vehicle and personal injury accidents.

ARTICLE 12

DURATION

This Memorandum of Understanding shall remain in full force and effective for the duration of the 2019 National Collective Bargaining Agreement.

SEPARABILITY

Should any part of the Memorandum of Understanding or any provision contained herein, are rendered or declared invalid, by reasons of an existing or subsequently enacted legislation or by a court of competent jurisdiction, such invalidation of such part or provision of the Memorandum of Understanding shall not invalidate the remaining portions of this Memorandum of Understanding, and they shall remain in full force and effect.

This Memorandum of Understanding was entered into on the 30th day of April, 2021 between representatives of the United States Postal Service, Charleston, Illinois and representatives of John Grace Branch 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:


Shelly Martin, Postmaster
Charleston, IL 61920

For John Grace Branch 825, NALC:


Jean Faw, NALC Designee