

MEMORANDUM OF UNDERSTANDING BETWEEN THE
UNITED STATES POSTAL SERVICE
DANVILLE, IL 61832-9998
AND
THE NATIONAL ASSOCIATION OF LETTER CARRIERS
JOHN GRACE BRANCH 825

SEPTEMBER 2019 -- MAY 2023

PREAMBLE

This Memorandum of Understanding, made and entered into at Danville, 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 2016 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 Danville 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at the national level with respect to wages, hours, and other terms and conditions of employment unless otherwise superseded by the terms of the National Agreement of 2019.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

1. Prior to going on the street, Letter Carriers shall be granted sufficient and reasonable time for a necessary wash-up for a respectable presentation.
2. Letter Carriers shall be granted reasonable time for a necessary wash-up after returning from the street.

ARTICLE 3

NON-SCHEDULED DAYS

1. All assigned regular carriers shall be on a fixed non-work day schedule. The fixed non-work day stays with the regular carrier. A posted vacant route will have its non-work day posted separately and independently.
2. A vacant non-work day will be offered by seniority from an official seniority list. The residual non-work day will be assigned to the vacant route. The non-work days will not start until the selection process created by the first non-work day is completed.
3. Installation wide bidding for non-work days shall be held between October 1st and November 1st on a bi-annual basis in even numbered years. 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.
4. Swing routes will be realigned, as necessary, to adjust for any changes caused by route bidding. Route realignment will be made with the routes presently assigned to that swing where possible. In craft, seniority will be a deciding factor only when assigning swing carriers to routes not presently on their swing. The new scheduled non-work days will take effect the first full week of the new leave year in odd numbered years.
5. In the event two or more Part-time Flexible carriers make regular on the same day, craft seniority will be used to determine seniority for non-work days.
6. The number of carriers on each available fixed non-scheduled day will be determined as follows: The number of Full-Time carriers equally divided by six equals the minimum number of carriers off each day. The remainder will be applied for additional days off in the following order:
 - a) If the remainder is 1, the additional non-scheduled day is Saturday
 - b) If the remainder is 2, the additional non-scheduled days are Saturday and Tuesday
 - c) If the remainder is 3, the additional non-scheduled days are Saturday, Tuesday, and Thursday
 - d) If the remainder is 4, the additional non-scheduled days are Saturday, Monday, Tuesday, and Thursday
 - e) If the remainder is 5, the additional non-scheduled days are Saturday, Monday, Tuesday, Thursday, and Friday

The number of carriers off on each non-scheduled day will be adjusted, if possible, during the bidding process for non-scheduled days which are precipitated by a vacated non-scheduled day. However, a carrier will not be forced to relinquish his/her non-scheduled day, except during the bi-annual installation wide bidding.

ARTICLE 4

CURTAILMENT OR TERMINATION OF DELIVERY

The Postmaster or Officer In Charge is responsible for the termination or curtailment of Postal operations.

Safety to employees must be the major consideration. To be considered are the closing of major industries, businesses, and the curtailment of public transportation. No employee is unduly required to put his/her life in jeopardy to report to work. At no time will an employee be required to break the law or subject themselves to arrest in order to report to work.

If the decision is made to curtail or terminate operations, the Union President or a top ranking Union Official will be notified by the most expeditious means available. Radio and television will be used to assist in communications to employees.

It is accepted premise that it is the responsibility of each employee to report for work promptly as scheduled, prepared to perform his or her prescribed duties, but inevitably, circumstances or conditions may occur that hamper or prevent this premise from always being fulfilled. The following circumstances or conditions of emergency are subject to discussion by the Employer and the Union as justified cause for tardiness or failure to report:

1. Imposition of restriction by authorities prohibiting local travel.
2. War or civil disorders.
3. Acts of God such as but not limited to, hazardous or extreme weather conditions, accidents, or other environmental considerations beyond the control of the employee.
4. Situations where the employee's health or safety might be impaired or jeopardized.

In the event an employee should not be able to comply with the work schedule, it is his/her responsibility to notify the Supervisor In Charge, as soon as practicable, of the existing conditions.

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 and part-time regular employees who did not volunteer on what would otherwise be their designated holiday, by inverse seniority, on a rotating basis. (Normal Pay)
6. All other non-volunteer full-time regular and part-time regular employees by inverse seniority on a rotating basis. (Overtime Pay)

Non-volunteer rotations will start over with the signing of this agreement and continue throughout the contract.

The sign-up sheet will remain posted after Tuesday's holiday schedule posting for additional volunteers. These volunteers will be used first, if needed, to cancel any drafts by seniority. Next, it would be used to allow annual leave requests for the day preceding the holiday which would fall into a guaranteed slot if no carrier is drafted. Incidental leave requests for the day preceding a holiday will not be approved until the day prior.

Carriers shall not be required to work on non-scheduled days adjacent to approved weeks of leave except in an emergency. A carrier may volunteer to work their non-scheduled day adjacent to approved leave by putting the request in writing.

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. 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

- I. The entire carrier craft at the Danville Post Office shall constitute a section for the purpose of reassignments.

2. 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."

3. An assignment shall be reposted when territory served by a route is changed minus 40% possible deliveries.

ARTICLE 8

THE ASSIGNMENT OF EMPLOYEE PARKING SPACES

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

ARTICLE 9

ANNUAL LEAVE

Section 1 – Selection Process for CVP

1. Choice vacation period will include all carriers on the rolls and will be year round with the exception of December 18th – December 24th
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:
 - a) Eleven (11) percent (with 0.5 or more rounded to the next whole number) per week to be off beginning with the first full week in March through the vacation week including November 30th and the week of December 25th through January 1st.

- b) Seven (7) percent (with 0.5 or more rounded to the next whole number) per week to be off for the remainder of the Choice Vacation Period.
 - c) Canceled vacation leave weeks (full weeks) submitted on PS Form 3971 no later than one (1) week prior to the Wednesday schedule (Tuesday) will be reposted for three (3) working days and awarded by seniority per Article 9 items a and b. Daily slots will not be reposted.
4. The vacation vacancy board will be maintained and controlled by Management with observation by the Union. Selections will be made by employee on Form PS 3971, entered by a Supervisor and initialed by Employee adjacent to their name (for rounds one and two) as designated and in the presence of the Supervisor.
 5. The payday prior to November 1, 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.
 6. Choice vacation period selections for all carriers by seniority shall begin on November 1, or the first workday thereafter.
 7. Six carriers by seniority will be scheduled with two working days to make their choice vacation selection. Selections will start at the beginning of tour on the first scheduled day. Carriers will make their selections by seniority, within their allotted two-day period. If a carrier is absent at the time their selection is to be made, and has not previously submitted his/her 3971 in anticipation of said absence, they will be passed over until such time as they are present to submit their bid.
 8. 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. As in Section 7, if a carrier is absent at the time their selection is to be made, and has not previously submitted his/her 3971 in anticipation of said absence, they will be passed over until such time as they are present to submit their bid.
 9. A second round of bidding will begin within five calendar days after the first round is completed.
 10. The first day of daily sign-ups will begin no later than one week after the second round.
 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. No cancellations of leave bids will be accepted until the completion and posting of all three (3) rounds of bidding.
13. A carrier's non-scheduled day shall take a space in a guaranteed slot on the annual leave board when bidding weekly increments. If any portion of a week is canceled, the carrier's name will be removed from their non-scheduled day on the annual leave board. No one carrier will re-bid the same days after canceling solely to circumvent day off space.
14. Whether the employee, at their option, may request two selections during the Choice Vacation Period, in Units of either 5 or 10 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 vacation choices, Management will go through the seniority list for a second round. The second round of vacation selections will be weekly requests up to the remaining yearly allotment of the individual (13, 20, or 26 days).
15. Leave requests after the first three rounds (daily or weekly) must be received by management prior to the day of required schedule posting in order to be guaranteed in the eleven (11) percent or seven (7) percent category. Management will give every consideration to the requests received after the deadline, and will not automatically deny under the guise of service needs.
16. CCAs and PTFs will be able to bid one full week the first round and one full week during the second round of the selection board based on their relative standing/seniority. Annual leave for CCAs and PTFs will be approved provided they have sufficient hours of annual leave at the time of their selected week(s). If a CCA or PTF 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 2 – Open Periods & Requests for Less Than 40 Hours

1. An agreed upon date, no later than one week after the first two rounds of vacations are bid, will be the first day of the daily sign-ups (3rd round submissions). A notice will be posted one week prior stating the date and time of the deadline for third round selections. Requests received prior to that deadline will be approved by seniority and may not exceed 40 hours (in daily or weekly increments). All requests after the first hour will be handled on a first come, first served basis. Carriers who know in advance that they are not going to be present

on the day of 3rd round submissions can turn in their 3971's to the Union representative prior to the beginning of 3rd round leave choices.

2. Annual leave requests including Choice Vacation Selections cannot exceed the employee's current balance, plus leave that is anticipated to be advanced before the leave commences. PTF and CCA requests will be based on hours he/she will be expected to have earned.
3. Annual leave outside the Choice Selections shall be applied for on PS 3971, initialed and dated, at any time after the first hour of the third round. Incidental leave after the first three rounds will be granted on a first-come, first-served basis. If two employees submit 3971s for leave on the same day, and it cannot be determined who submitted leave first, seniority will be the determining factor.
4. Carriers requesting annual leave after casing will be notified as soon as practical.

Section 3 – Leave for Union Business

The Union will notify the Supervisor, Customer Services 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 requests in guaranteed slots must be canceled on PS 3971 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 the required schedule posting day. If any portion of the week is canceled, the carrier's name will be removed from their non-scheduled day (at the time the leave is canceled) on the annual 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 approved 3971.
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 or part-time flexible employees 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 their bid via the USPS automated bidding system. If automated bidding is unavailable, manual bidding will take place using PS Form 1717.
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. The Union President or designee shall be notified as soon as possible of vehicle and personal injury accidents.
6. 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.
7. Vacated routes shall be posted on the official bulletin board for a period of ten calendar days.
8. Article 41.1.C.4 - "The successful bidder shall work the duty assignment as posted. Unanticipated circumstances may require a temporary change in assignment. This same rule shall apply to T/6 and utility assignments, unless the local agreement provides otherwise." Unscheduled Sick Leave and Emergency Annual Leave are not considered Unanticipated Circumstances. Voluntary exchange of routes is permitted, with Management and Union approval.

ARTICLE 12

DURATION

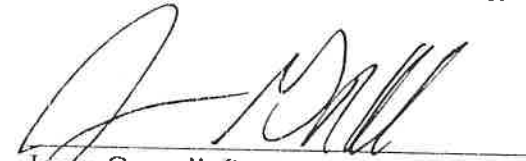
This Memorandum of Understanding shall remain in full force and effective for the duration of the 2019 – 2023 National Collective Bargaining Agreement.

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 26th of May, 2021 between representatives of the United States Postal Service, Danville, Illinois and representatives of John Grace Branch 825 of the National Association of Letter Carriers, AFI-CIO, pursuant to the local implementation provisions of the 2019 - 2023 National Agreement.

For the United States Postal Service:



Jason Gosnell, Postmaster
Danville, IL 61832

For John Grace Branch 825, NALC:



Jean Faw, NALC Designee