MEMORANDUM OF UNDERSTANDING BETWEEN THE UNITED STATES POSTAL SERVICE GRAYSLAKE, IL 60030-9998

AND

THE NATIONAL ASSOCIATION OF LETTER CARRIERS JOHN GRACE BRANCH 825

2019 - 2023

PREAMBLE

This Memorandum of Understanding, made and entered into at Grayslake, 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 National Agreement.

TABLE OF CONTENTS

Article 1—Recognition

Article 2 --- Wash-up Time

Article 3 — Non-Scheduled Days

Article 4 — Curtailment of Postal Operations

Article 5 — Holiday Schedule

Article 6 — Overtime Desired List

Article 7 — Reassignment

Article 8 - Parking

Article 9 - Annual Leave

Section 1. CVP & 1st Round Selection Process

Section 2. 2nd Round, Open Periods & Requests

for Less than 40 hours of leave

Section 3. Leave for Union business

Section 4. Cancellation of Leave

Section 5. Miscellaneous Provisions

Section 6. CCA Annual Leave Provisions

Article 10 — Assignment of Ill/Injured Employees

Article 11 — Posting

Article 12 — Miscellaneous

Article 13 - Separability & Duration

ARTICLE 1 ... RECOGNITION

This Memorandum of Understanding covers all employees of the Grayslake 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at the national level with respect to wages, hours, and other terms and conditions of employment unless otherwise superseded by the terms of the National Agreement of 2019.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

The National Agreement Article 8, Section 9, provides reasonable wash-up time for a letter carrier who performs dirty work. It is the position of the U.S. Postal Service that any letter carrier should be granted such time is necessary and reasonable for washing up after performing dirty work or incident to personal needs as currently established.

ARTICLE 3 NON-SCHEDULED DAYS

- 1. All full-time regular letter carriers at the Grayslake Post Office shall have rotating non-scheduled days.
- 2. Each year between December 1 and December 15, all carriers within the same swing group may exchange non-scheduled days for the entire year. This change shall take effect on the first full pay period after January 1.
- 3. Carrier technician, T-6 or Utility Carrier assignments shall work that duty assignment as posted unless management calls in the regular carrier to work that duty assignment. When this occurs, the Carrier Technician, T-6 or Utility Carrier shall be moved to another assignment within his group that is occupied by other than the regular carrier, including a vacancy replacement who has a temporarily bid on that assignment. A Carrier Technician, T-6, or Utility Carrier bumped or working on their Non-Scheduled Day will be placed on an assignment within their group that is occupied by other than the regular carrier, including a vacancy replacement who has a temporary bid on that assignment if possible. If more than one route is available on the swing, the temporary bid will be honored. The pecking order for placing a T-6 who has been 'bumped' or working their Non-scheduled Day is as follows:
 - A. Unoccupied route on swing.
 - B. Bump PTF with opt (hold down) on route in swing.
 - C. When there is more than one vacancy replacement who had bid on an assignment in the same group, the bids will be honored by seniority.
 - D. Open route/assignment off swing.
- 3.1 A Carrier Technician, T-6 or Utility Carrier may opt, with management's approval, to switch their assigned schedule to work another assignment within their group only if the other assignment is an unoccupied route.
- 4. A carrier may not be required to work on his non-scheduled days that are adjoining his approved annual leave except in an emergency. A carrier may volunteer to work his non-scheduled day(s) next to the approved vacation if he so desires.

ARTICLE 4 CURTAILMENT OR TERMINATION OF DELIVERY

- 1. Postal operations will not be curtailed or terminated at the Post Office unless the Postmaster determines that conditions so warrant. The order of local authorities will be considered in determining the extent to which the USPS will be curtailed.
- 2. Management shall notify the employees at the earliest possible time of curtailment or termination of postal operations. Such notification will be available to public media such as television or radio.
- 3. Management shall attempt to notify the Union when a decision is reached concerning the curtailment or termination of postal operations. The Union may request consultation with the Postmaster concerning the curtailment of operations. The Installation Head shall make the final determination regarding curtailment or termination of postal operations.

ARTICLE 5 HOLIDAY WORK SCHEDULE

Employees will be selected to work on a holiday in the following order:

- 1. City Carrier Assistants, Transitional Employees (TEs), casuals and other non-career employees.
- 2. Part-time flexible schedule carriers.
- 3. Full-time regular volunteers who will be working their holiday, selected by seniority.
- 4. Full-time regular volunteers who will be working their N/S day, selected by seniority.
- 5. Non-volunteers who will be working on their N/S day, selected by inverse seniority.
- 6. Non-volunteers who will be working on their holiday, selected by inverse seniority.

ARTICLE 6 OVERTIME DESIRED LIST

- 1. All full-time carriers at this office all stations, and branch offices, shall constitute a section for as the overtime desired list.
- 2. The Overtime Desired List shall include three (3) categories.
 - 1. WAO: Carriers on own assignment on scheduled days only.
 - 2. (*): Carriers up to 10 Hours, any assignment
 - 3. (12): Carriers any and all available overtime up to 12 hours.

ARTICLE 7
REASSIGNMENT

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

ARTICLE 8 PARKING

Management at the Grayslake Post Office will provide off-street parking spaces for all members of the letter carrier craft at all stations or branch offices, if available.

ARTICLE 9 ANNUAL LEAVE

Section 1— Selection Process for CVP, 1st Round

- 1. The choice vacation period shall begin on the second Sunday of April and end the first Saturday of October.
- 2. During the choice vacation period, 14% of the carrier craft, will be allowed off on annual leave. Normal rounding shall be used for computing the number of carriers to be allowed off during the CVP.
- 3. Leave selections for the Choice Vacation period shall be made in order of seniority. Carriers will be contacted individually to make their CVP selections.
- 4. CVP selections shall begin on the 1st Monday of November. All CVP selections shall be completed by the first Saturday in December, no later than 35 days after the start of the 1St Round.
- 5. The most senior half of the carrier complement who have not submitted CVP selections will be contacted by the 14th day of the 1st Round. Any carrier in this group not prepared to make their CVP selections will be dropped into the next group for their CVP selections, which once submitted will be approved by seniority.
- 6. No more than one week grace period will be dedicated to waiting for carriers to complete their 1st Round selections before the 2nd Round selections commence no later than 35 days after the 1st Round selections begin.
- 7. All CVP selections must be submitted prior to start of 2nd Round, approved by seniority. CVP selections will not be considered for approval once the 2nd Round begins.
- 8. The complete CVP approved selections will be posted by the fourth Wednesday of December.
- 9. Carriers who earn twenty or twenty-six days of annual leave yearly will have the option of picking as their CVP choices:
 - A. Three consecutive weeks.
 - B. Two consecutive weeks and one non-consecutive week.
 - C. Two separate non-consecutive weeks.
- 10. Carriers who earn thirteen days of annual leave yearly will have the option of picking as their CVP choices:
 - A. Two consecutive weeks.
 - B. Two separate non-consecutive weeks.

11. Management will post a leave chart and maintain it as leave is approved for the Choice Vacation Period. Requests for outside the CVP will have the PS Form 3971 duplicate returned and endorsed either approved or disapproved.

12. Management will post a notice advising carriers of the dates of selection for the choice

vacation period and list the rules under which selections are to be made.

Section 2 — 2nd Round, Other Leave, Open Periods & Requests for Less Than 40 Hours of Leave

- 1. The 2nd Round annual leave selection will begin no later than one week after completion of the 1st Round and shall be completed no later than the last day of the current leave year.
- 2. If a request for other leave is submitted over three weeks prior to the start of the requested leave, Management will give the employee notice of the disposition of the request within 72 hours. Uncommitted annual leave will be approved/disapproved on a first come, first served basis, after the completion of the 1st and 2nd go-arounds. If the request is disapproved, and later an opportunity arises that will enable Management to approve the original request, Management shall review and may approve any additional requests, including those requests previously disapproved, before the Wednesday of the week prior to the requested leave on a first come, first served basis.
- 3. Requests for uncommitted annual leave submitted after the 2nd Go-Around and less than three weeks prior to the start of the requested leave will be approved or disapproved as soon as possible, but at least 72 hours in advance. Management shall review and may approve any requests, including those requests previously disapproved, before the Wednesday of the week prior to the requested leave on a first come, first served basis.
- 4. Management shall provide for at least 8.5% of the carrier craft to be allowed off on annual leave in other than the choice vacation period. Requests for 2nd go-around and Other Leave may include leave weeks remaining in the CVP and those outside the CVP. These requests will be submitted in duplicate on Form 3971. Normal rounding shall be used for computing the number of carriers to be allowed off in other than CVP.
- 5. The parties agree that Management has broad discretion in approving leave and is not limited to the number of annual leave requests it may approve, however, Management may only disapprove requests for "other" annual leave if those leave requests are beyond what is "normally practiced", that is, beyond the percentages established in Article 9.1.2 and Article 9.2.4 of this LMOU. Also, Management agrees, that while an employee's personal purpose for the request for leave, if provided by the employee, may be a consideration for approval, Management will not allow it to be a factor when disapproving the request.

6. No carrier will have leave approved in excess of what is earned in that year until all carriers have selected and been awarded their selections on the 1st and 2nd selection periods.

- 7. Carriers who at their own option, made no selection during the CVP may make selections on the 2nd Round in units covered in Section 9.1.9 above and up to the number of weeks earned for the year, not rollover amounts.
- 8. Seniority shall prevail on these additional selections.
- 9. Second Round annual leave selections should be approved and posted by the end of the prior leave year.

Section 3 — Leave for Union Business

- 1. The NALC will notify management prior to the selection of choice vacation periods how many weeks they desire blocked off during the choice vacation period. Those carriers designated to attend may select Annual Leave or Leave Without Pay for that period.
- 2. Management will reserve two (2) spaces during the choice vacation period for delegates to attend the Illinois State Convention and the NALC National Convention.

Section 4 — Cancellation of Leave

- 1. All cancellations of approved leave of five (5) days or more shall be reposted for two days and awarded by seniority as soon as possible after management has learned of the cancelled leave.
- 2. A carrier that has been the successful bidder on cancelled annual leave will not be eligible to bid on the next cancellation until all other carriers have had an opportunity on the cancellation(s) in a rotating manner. This provision applies only to the senior bidder request for two consecutive cancellations.

Section 5 — Miscellaneous Provisions

- 1. During the choice vacation period, including first and second round selections, leave shall begin on Sunday and end on Saturday.
- 2. Letter carriers called in for jury duty during scheduled choice vacation period annual leave shall be given another choice vacation period selection if available.
- 3. Documented requests for emergency annual leave shall be given full consideration by management in all cases.
- 4. Mutual exchanges of annual leave between two carriers must be cleared with carriers who are between the two on the seniority roster. A signed list of the carriers clearing the exchange of annual leave must be given to management well in advance of the dates being exchanged.
- 5. Carriers who become ill while on annual leave during the CVP for over a period of five (5) leave days shall be allowed another selection during the CVP if available.
- 6. No carrier maybe called in from approved leave except in accordance with the National Agreement.
- 7. No leave requests will be accepted prior to the posting of the beginning of the next leave year.
- 8. If the Union or Management feels there is a significant change in the number of Carrier Craft Employees during the life of the Local Memorandum, either party may ask for an adjustment in the number of carriers allowed off during the CVP and other leave periods in accordance with Article 10, Section 4 of the National Agreement.
- 9. Leave granted to CCAs, under the above provisions is contingent upon the employee having a sufficient leave balance when the leave is taken pursuant to Postal regulations, handbooks and manuals.

Section 6 - CCA Annual Leave Provisions

 City Carrier Assistants will not count towards the percentage of carriers off during the prime time and non-prime time vacation slots.

- 2. Management will be allowed to block out six (6) of the ten (10) holiday weeks, identified in Article 11 of the National Agreement for City Carrier Assistants. The blocked weeks will be as follows, Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas and New Year's weeks.
- The weeks from the third Saturday in November through New Year's will not be available for CCA leave selection and will be at management's discretion.
- 4. After the completion of each round of vacation bidding enumerated in Article 9 of the. Grayslake IL LMOU, City Carrier Assistants will be allowed to select weeks from the remaining open slots on the calendar based on their relative standing order for the office.
- 5. The maximum of one (I) City Carrier Assistant will be allowed off per day/week though the *choice* vacation period (CVP) (only for those days which have an opening).
- 6. In order to preserve the percentage permitted off for the career workforce, for each day/week of leave selected by a City Carrier Assistant, an equivalent slot will be made available for the career carriers on the leave calendar for the same time period. However, if the CCA cancels leave by choice, or is not permitted to take the leave for lack of sufficient leave balance, the slot will be removed from the calendar with no requirement for reporting as it was not intended to add additional slots.
- 7. Any granting of CCA leave under such provisions is contingent upon the employee having a sufficient leave balance when the leave is taken.

ARTICLE 10 ASSIGNMENT OF ILL/INJURED EMPLOYEES

- 1. There are no reserved light duty assignments. Light duty requests will be discussed with the applicant(s) as they arise and the number of light duty assignments will be reconsidered with each additional request.
- 2. Discussion will be between light duty requestors, local NALC representative, and management. If light duty assignment starts and at later date it is discovered that a regular workforce employee is affected, further discussions will be held.
- 3. Any carrier duty that proves to be physically possible will be considered for a light duty assignment.

ARTICLE 11 POSTING

Management will make known to all eligible employees, any temporarily vacant full-time craft duty assignment of anticipated duration of five days or more. This will be posted by the supervisor's desk.

- 1. Full-time reserve letter carriers, unassigned regulars and part-time flexible carriers may indicate their preference for such an assignment until Monday prior to the service week when the assignment begins. Carriers eligible to bid on a hold down assignment will submit their bids, in duplicate, on Form 13 or the Union Form. Tuesday prior to the service week before the assignment begins, management will notify the senior carrier bidding for the hold down assignment that they have been awarded the assignment for the duration of the vacancy.

 The successful hidder of a temporary vacancy shall be so denoted on the daily schedule sheet.
- 2. The successful bidder of a temporary vacancy shall be so denoted on the daily schedule sheet and Form 3997.
- 3. Bidding on all vacant full-time regular duty assignments shall be open to all full-time regular city carriers at all stations and offices within the jurisdiction of this post office, consistent with current policies.
- 4. Carriers desiring to apply for a posted position shall submit a sealed application on PS Form 1717 to the Postmaster.
- 5. The forms shall be available at the supervisor's desk.
- 6. The length of posting shall be ten days.
- 7. Results of the bidding shall be posted within 10 days.
- 8. The successful bidder shall be placed in the new assignment within 15 days, except in the month of December.
- 9. The President of Branch 825 or his designee shall be present at the opening of the sealed bids.
- 10. Management will send a copy of Form 1716, Vacancy Notice, to the Branch 825 office indicating the time and place of the opening of sealed bids.
- 11. When there is a change in starting time of more than one hour on a letter carrier route, the route will be reposted unless the regular carrier assigned to the route notifies management in writing, within three days, that he wishes to accept the new starting time.
 - 12. 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 carrier(s) 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 12 MISCELLANEOUS

At reasonable intervals, a letter carrier shall be granted the opportunity, upon timely requestinspect his personnel jacket, except highly confidential items, in the presence of a management representative, provided such inspection occurs off the clock.

1. Joint Labor-Management Committee Meetings shall be scheduled quarterly, provided agenda items are submitted. Agenda items must be exchanged at least 72 hours prior to such meetings. Meetings shall be held on the last Thursday of the first month of each calendar quarter unless the parties agree to another date. Where agenda items do not warrant a regularly scheduled meeting, discussions may take place by mutual agreement in lieu thereof.

ARTICLE 13 SEPARABILITY & DURATION

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

2. Should any part of the Memorandum of Understanding or any provision contained herein, be 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 ______ day of August, 2021, between representatives of the United States Postal Service, Grayslake, 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 National Agreement.

For the United States Postal Service:

For NALC Branch 825:

Mittal Patel, Postmaster Grayslake, 60030-9998 Jim Richter, Steward Designee John Grace Branch 825, NALC