

MEMORANDUM OF UNDERSTANDING BETWEEN THE
UNITED STATES POSTAL SERVICE
HIGHLAND PARK, IL 60035-9998
AND
THE NATIONAL ASSOCIATION OF LETTER CARRIERS
JOHN GRACE BRANCH 825
2019 – 2023

PREAMBLE

This Memorandum of Understanding, made and entered into at Highland Park, 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.

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ARTICLE 1
RECOGNITION

This Memorandum of Understanding covers all employees of the Highland Park 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at the national level with respect to wages, hours, and other terms and conditions of employment unless otherwise superseded by the terms of the National Agreement of 2019.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 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 shall be granted such time as is reasonable and necessary for washing up after performing dirty work.

ARTICLE 3
NON-SCHEDULED DAYS

1. The work week for the Highland Park Post Office shall be rotating non-scheduled days.
2. Each year between October 15th and October 30th, all carriers within the same swing group may exchange non-scheduled days for the entire year. This change shall take effect on the Saturday of the first full pay period following January 1st, coinciding with the new leave year.
3. Branch 825 will provide a color coded rotating N/S day calendar to management by December 31st of each year, free of charge.
4. A full-time regular carrier called into work on a N/S day shall work their regular duty assignment. The T-6 or Utility Carrier scheduled to work on the route that day shall:
 - A. Work on another route on the string that is vacant or assigned to a vacancy replacement (scheduled versus opted) who does not have a temporary bid on the assignment.
 - B. Work on another route on the string that is held by a vacancy replacement who has a temporary bid on that assignment. Should there be more than one vacancy replacement with a hold down bid on the T-6's group, the vacancy replacement(s) will be bumped by inverse seniority (juniority). PTFs will be given preference over CCAs in the event of bumping from opted assignments.
 - C. Be assigned where needed if there is no such vacancy.
 - D. A T-6 or Utility Carrier called in to work on a N/S day for any reason shall have the same options to move to another assignment on their string as described above.
5. No carrier will be required to work on his non-scheduled days that are adjacent to his approved leave except in an emergency. Carriers may volunteer to work their non-scheduled days adjacent to approved leave if they so desire and indicate so in advance and in writing.

ARTICLE 4
CURTAILMENT OF POSTAL OPERATIONS

1. When management receives a request from local, state or federal officials regarding an emergency that may jeopardize the safety of the letter carrier, management shall consider the

6. Annual Leave requests not meeting the above requirements will be handled based on service needs. Approval or Disapproval will be given as soon as possible, but no later than the end of tour prior to start (except or same day requests). Disapproved requests will be held for future consideration in case of a change in availability of replacement(s) for the date(s) requested.

SECTION 3 **LEAVE FOR UNION BUSINESS**

1. Management will reserve up to four (4) Union spaces during the CVP for delegates to attend the Illinois State Convention. The Union will notify Management prior to the start of the 1st Round Selections as to the number of reserved weeks.
2. Management will reserve up to three (3) Union spaces during the CVP for delegates to attend the National NALC Convention.
3. Officers of Branch 825 on official duties may request annual leave or leave without pay at the Union officer's option.
4. Convention Leave will not be charged to the delegate's CVP selection.
5. When an official NALC activity occurs during the CVP, carriers designated to attend will submit 3971s by the close of business Monday prior to the week the event is scheduled.

SECTION 4 **CANCELLATION OF LEAVE**

1. All cancellations of approved leave of five days or more shall be reposted for two (2) days and awarded by seniority, as soon as possible after management has learned of the cancelled leave with the exception of cancellations submitted less than two weeks prior to the start of the approved leave. Carriers may still submit a 3971 to request the period of cancelled leave which may be approved on a first come, first served basis, at management discretion. All cancellations of 5 days or more of approved leave must be in writing. Management should be notified as soon as possible of requests for the cancellation of approved leave. Carriers who are absent may call a cancellation of leave request when verified by both the supervisor and the steward for posting pursuant to all other applicable LMOU provisions.
2. Cancellations will be posted at the carrier electronic time clock (ETC) for all eligible carriers' benefit. The place for the Highland Park Post Office will be badge reader time clock #1.
3. The senior bidder awarded a leave cancellation will not be awarded two consecutive cancellations until all other carriers have had an opportunity to bid on the future cancellations in a rotating manner.
4. Mutual exchange of annual leave between two (2) carriers must be cleared with the 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. Unavailable carriers will be passed over.

request with the safety of all letter carriers being the prime consideration. Management shall make the union representative at that office aware of any such requests in a timely manner.

2. Postal Operations will not be curtailed or terminated at the Post Office unless the Postmaster or his designee determines that conditions so warrant. The order of local authorities will be considered in determining the extent to which the USPS will be curtailed.

3. Management shall notify the employees at the earliest possible time of curtailment or termination of postal operations. Such notification will be available by public media, such as television and radio.

4. 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 operations.

ARTICLE 5

HOLIDAY SCHEDULE

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

1. City Carrier Assistants (CCAs) and other non-career employees.
2. Part-time flexible employees.
3. Full-time volunteers selected by seniority
4. Non-volunteers who will be working on their Non-Scheduled day, selected by inverse seniority.
5. Non-volunteers who will be working their Holiday selected by inverse seniority.

ARTICLE 6

OVERTIME DESIRED LIST

1. All full-time carriers at this office, station or branch shall constitute a Section for the Overtime Desired List.

2. The Overtime Desired List shall include three (3) separate categories.

- A. WAO: Carriers on own assignment on scheduled days only.
- B. Carriers up to ten (10) Hours any assignment
- C. Carriers any and all available overtime up to twelve (12) Hours.

3. All carriers signing any of the 3 categories in Article 6.2 are available for up to 12 hours on a daily basis if their services are needed.

ARTICLE 7

REASSIGNMENT

All full-time carriers at this office, all stations and branch offices, shall constitute a section for the purposes of reassigning of employees excess to the needs of the section.

**ARTICLE 8
PARKING**

Parking for the carrier craft will be made available to the fullest extent possible at no charge. A bicycle rack will be provided at the main office inside the garage, provided room exists.

**ARTICLE 9
ANNUAL LEAVE**

**SECTION 1
CVP, 1ST ROUND SELECTIONS**

1. The number of carriers off during the Choice Vacation Period (CVP) shall be 11%. The number of weekly slots open for bid will be calculated utilizing the actual carrier complement at the start of the 1st Round Selections and will also apply to the 2nd Round calculations. Standard rounding rules shall apply. The 1st round of CVP selections will provide leave slots including the first full week of June through the last full week of August at 11% plus one (11% + 1), and leave slots from the first week after the second Saturday in October through the second week of December at 11% minus one (11% - 1) of the carrier complement slots will be open on the leave board. On the first Round of CVP selections, carriers will be limited to the number of selections pursuant to Article 9.1.8 and 9.1.9 outlined below for the entire leave year.
2. The Leave Selection process shall consist of a First Go-Around for Choice Vacation Period (CVP) Selections for the entire leave year. If the Union or Management feel there is a significant change in the number carriers during the life of the Local Memoranda, either party may ask for an adjustment in the number of carriers allowed off during the CVP, and other annual leave periods.
3. Management will post a leave chart and maintain it as leave is approved in accordance with the local memorandum.
4. Annual leave requests under this section shall be awarded by seniority.
5. Carriers who become ill while on annual leave during the CVP for a period of five days or more shall be allowed another selection during the CVP if available.
6. The Choice Vacation Period shall begin on the first week of the Postal Leave Year through the last week of the leave year.
7. Scheduled periods of annual leave shall begin on Monday and end on Sunday, unless other arrangements are made and approved.
8. Carriers with twenty (20) or twenty-six (26) days of annual leave will have the option of picking as their CVP choices:
 - A. Three (3) consecutive weeks.
 - B. Two (2) consecutive weeks and one (1) week.
 - C. Two (2) separate non-consecutive weeks.
9. Carriers with thirteen (13) days of annual leave will have the option of picking as their CVP choices:
 - A. Two (2) consecutive weeks.
 - B. Two (2) non-consecutive weeks.

10. The First Leave Go-Around for CVP shall begin on the Monday after the Veteran's Day Holiday each year. Carriers will be advised two (2) weeks prior to the beginning of the Selection Process of the methods for making annual leave selections for the coming leave year.

11. First and "Other" go-around CVP selections will be made as follows:

- A. Management will notify carriers in seniority order to physically come in to review the pre-dated vacation board and make a selection. If the carrier cannot make a selection immediately, the carrier will have until close of business (COB) next post office working day to notify management of their decision for that round and not lose their place in seniority. Carriers not selecting in the above mentioned defined time period will have first choice of week(s) remaining at the time they come forward during the first go-round.
- B. Any carrier still "undecided" at the end of the First Go-Around may take all their allotted weeks in order of seniority during the second go-around.
- C. If a carrier is unable/unwilling to choose their allotted weeks by the end of the First Go-Around, the carrier may forfeit their choices until their turn during the second go-around. These carriers may make their requests in advance in writing, -to Management, or by telephone or proxy through the Branch 825 stewards.

SECTION 2

2ND ROUND SELECTIONS, OTHER LEAVE & LEAVE REQUESTS FOR LESS THAN 40 HOURS

1. A Second Go-Around shall be held as defined in Article 9.1., above. Any vacation week of the CVP in which fewer than the quota of carriers successfully bid during the First Go-Around process is hereby defined as "Other" Leave. After the First Go-Around has been completed, all "Other" CVP weeks are available for additional selections of Annual Leave on the Second Go-Around as defined in Article 9, Section 1.4 of this LMOU. The second round will provide leave slots for 11% through the end of the leave year except for the first week after the second Saturday in October through the second week of December when 11% minus one (11% - 1) of the carrier complement slots will be open on the leave board.

2. Carriers will be allowed to pick additional weeks of annual leave (in increments of five days only) up to the number of weeks of annual leave to be earned by that carrier during the leave year.

3. All selections after the 1st and 2nd go-arounds will be considered as Other Leave.

4. No carrier shall be called in from approved annual leave except in accordance with the terms of the National Agreement.

5. Additional selections of annual leave (full weeks, full days, half days, etc.) must be made in accordance with the present wording the Local Memoranda. All additional annual leave requested shall be turned in three (3) weeks before the requested date, in duplicate, on Form 3971. Approval or Disapproval must be given on each leave request as soon as possible, but no later than the ending time two weeks before the beginning date of the request. Requests will be filled on a first come, first served basis, subject to the attached exception which follows. Disapproved requests will be held for future consideration in case of a change in availability of replacement(s) for the date(s) requested.

SECTION 5
MISCELLANEOUS PROVISIONS

1. Management will post a notice advising carriers of the dates of selection for the CVP and list the rules under which selections are to be made prior to the first Monday after Veteran's Day.
2. A carrier called for Jury Duty during the scheduled CVP shall be given another CVP selection if available.
3. No leave requests will be accepted prior to the posting of the beginning of the next leave year.
4. 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
CITY CARRIER ASSISTANT LEAVE PROVISIONS

The new language of Article 9, in the new Section 6, of the LMOU, is the result of a pre-arbitration decision dated 5/7/2018, with that language included below:

1. City Carrier Assistants will not count towards the percentage of carriers off during the choice and non-choice vacation slots.
2. The entirety of Article 9 of the Highland Park Local Memorandum of Understanding will apply to CCAs.
3. Management will be allowed to block out six (6) holiday weeks for City Carrier Assistants. The blocked weeks will be as follows: Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas and New Year's.
4. Management will be allowed to block out the weeks from Thanksgiving through New Year's weeks for CCA annual leave selections.
5. After the completion of each round of vacation bidding enumerated in Article 9 of the highland Park LMOU, City Carrier Assistants will be allowed to select weeks based on the relative standing order for the office.
6. The maximum of one (1) City Carrier Assistant will be allowed off per day/week though the choice and non-choice vacation period.
7. For each week of leave/incidental day selected by a City Carrier Assistant, 1 (one) additional week/day will be placed on the leave board to compensate for the loss of the negotiated complement for the career workforce.
8. Article 9, Section 2.5 of the Highland Park LMOU will apply to CCAs for incidental leave requests.
9. Granting City Carrier Assistants 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. When a carrier requests light duty assignments and is eligible in accordance with Article 13 of the National Agreement, management will agree to put the incapacitated carrier on light duty.
2. A committee consisting of the President of Branch 825, or his designee, and the Installation Head, or designee, will meet to explore and determine duties available to carriers who request light duty, and to ensure that all methods and procedures are followed in a timely manner by all concerned parties.
3. After it has been determined to grant temporary light duty assignments, first consideration of light duty assignments shall be given to:
 - A. Any available work for which the carrier is qualified.
 - B. Casing routes, including his/her own and other duties in the carrier craft.
 - C. Labeling carrier cases.
 - D. Rewriting and updating carrier directory or route books.
 - E. Auxiliary routes not showing 8 hours or any part of the assignment, provided such work is available and the employee is physically capable to perform the duties.

ARTICLE 11
POSTING

1. Management shall make known to all eligible employees any temporary vacant full-time craft duty assignments of anticipated duration of five days or more.
2. Full-Time reserve letter carriers, unassigned regulars, part-time flexible carriers, and CCAs may indicate their preference for such an assignment up until the COB Monday prior to the service week that the assignment begins. Carriers eligible to bid on a hold down assignment will submit their bids, in duplicate, on Form 133 or the Union supplied form. The Form 3971 should be initialed/signed by the supervisor when it is submitted by the carrier.
3. By Wednesday prior to the service week before the assignment starts, the senior carrier having indicated his or her preference shall be notified that they are awarded the assignment for the duration of that vacancy on that assignment.
4. Vacancies known to management shall be posted at the leave schedule where eligible carriers can easily find which assignments are to be available for opting with the start date.
5. The successful bidder of a temporary vacancy shall be so denoted on the daily schedule sheet and Form 3997.
6. Bidding on all vacant full-time regular duty assignments shall be open to all full-time regular city carriers at all stations and branch offices within the jurisdiction of this post office.
7. Carriers desiring to apply for a position shall bid electronically. Should electronic bidding be unavailable, carriers will submit their bids on Form 1717 to their supervisor. The form shall be available from the supervisor.
8. The length of postings shall be ten (10) days pursuant to Article 41 of the National Agreement.

9. Results of the bidding shall be posted within 10 days.
10. The successful bidder shall be placed in the new assignment within 15 days, except in the month of December.
11. Management will notify the shop steward of the successful bidder.
12. Article 41, Section 3.0 shall be included in the Memorandum of Understanding at this office with the Union's one time right to delete this section reserved in accordance with the National 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 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 SEPARABILITY & DURATION


1. Should any part of the Memorandum of Understanding, or any provision contained herein, be rendered invalid, by reasons of an existing or subsequently enacted legislation or by a court of competent jurisdiction, such invalidation or 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.
2. This Memorandum of Understanding shall remain in full force and effective for the duration of the 2019 National Collective Bargaining Agreement.

This Memorandum of Understanding was entered into on the 13th day of May, 2021 between representatives of the United States Postal Service, Highland Park, 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 National Agreement.

For the United States Postal Service:


James Schroth, Postmaster
Highland Park, IL 60035

For John Grace Branch 825, NALC:


Bill Schorsch, Vice President
John Grace Branch 825, NALC