MEMORANDUM OF UNDERSTANDING BETWEEN THE UNITED STATES POSTAL SERVICE LAKE VILLA, IL 60046-9998 AND

THE NATIONAL ASSOCIATION OF LETTER CARRIERS
JOHN GRACE BRANCH 825
2019 – 2023

PREAMBLE

This Memorandum of Understanding, made and entered into at Lake Villa, Illinois, for the Antioch, Illinois, city delivery unit, 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 Lake Villa 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at the national level with respect to wages, hours, and other terms and conditions of employment unless otherwise superseded by the terms of the National Agreement of 2019.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 as is reasonable and necessary for washing-up after performing dirty work or incident to personal needs as currently established.

ARTICLE 3 NON-SCHEDULED DAYS

- 1. The work week for the regular carriers at the Lake Villa Post Office shall be rotating non-scheduled days.
- 2. Each year between November 1st and November 15th, all letter carrier within the same swing may exchange non-scheduled days for the entire year. This change shall take effect on the first full pay period after January 1st, coinciding with the new leave year.
- 3. Carriers not in the same group may exchange N/S days off under the same circumstances as above, if Management, the Union, and the T-6 carrier agree.
- 4. A carrier may not be required to work his non-scheduled days that are adjoined to his approved leave except in an emergency. A carrier may volunteer to work his non-scheduled days next to his approved vacation if he so desires.
- 5. T-6/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 T-6 or Utility Carrier shall be moved first to an open route on the swing. In the event of no open route on the swing, the T-6 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 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). PTF opts will be honored over CCA opts in the event of bumping from opted assignments within the same swing. In the event there is no opening within the swing, the T-6 shall be moved to a vacancy outside of the swing with no bumping rights off his regular swing.
- 6. T-6 or Utility Carriers called in on their non-scheduled day shall have preference over a vacancy replacement working within their swing with the same terms and conditions as Article 3.5 above.

ARTICLE 4 CURTAILMENT OF POSTAL OPERATIONS

- 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 by available 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.

ARTICLE 5 HOLIDAY SCHEDULE

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

- 1. PTF volunteers
- 2. City Carrier Assistants (CCAs) and other non-career employees.
- 3. Part-time flexible employees.
- 4. Full-time volunteers who have volunteered to work their holiday, selected by seniority
- 5. Full-time volunteers who have volunteered to work their N/S day, selected by seniority.
- 6. Non-volunteers who will be working on their N/S day, selected by inverse seniority.
- 7. 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, all stations and branch offices, shall constitute a Section for the Overtime Desired List.
- 2. The Overtime Desired List shall include three (3) categories.
 - A. WAO: Carriers own assignment on scheduled days only.
 - B. (*): Carriers up to 10 Hours, any assignment
 - C. (12): Carriers any and all available overtime.

ARTICLE 7 REASSIGNMENT

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

ARTICLE 8 PARKING

If additional parking places are needed and some become available, the allocation of spaces will become subject of a Labor-Management Meeting.

ARTICLE 9 ANNUAL LEAVE

SECTION 1 CVP. 1ST ROUND SELECTIONS

- 1. The First Leave Go-Around for CVP shall begin on the Monday after the Thanksgiving Holiday each year. Carriers will be advised two weeks prior to the beginning of the Selection Process of the methods for making annual leave selections for the coming leave year.
- 2. Each carrier, including CCAs, in order of seniority or relative standing shall indicate their selections. No carrier shall be permitted to hold the vacation board for longer than 24 hours.
- 3. Management will post a leave calendar and maintain it as leave is approved in accordance with the local memoranda. The calendar shall be posted January 2^{nd.}
- 4. The Choice Vacation Period shall begin on the first Monday in May and end on the third Saturday in October. CCA leave requests for weeks containing the following holidays shall be granted at Management discretion: Columbus Day.
- 5. During the CVP, leave shall begin on Sunday and end on Saturday unless otherwise requested and approved.
- 6. Carriers with twenty or twenty-six days of annual leave and CCAs will have the option of picking as their CVP choices:
 - A. Three consecutive weeks.
 - B. Two consecutive weeks and one separate week.
 - C. Two consecutive weeks or two non-consecutive weeks.
- 7. Carriers with thirteen days of annual leave and CCAs will have the option of picking as their CVP choices:
 - A. Two consecutive weeks.
 - B. Two separate non-consecutive weeks or one week.
- 8. During the CVP, 14% of the carrier craft, including CCAs, will be allowed off on annual leave. Standard rounding shall apply.
- 9. Each carrier shall be given a written notice of the approved leave selection for that carrier. Approved CVP selection shall be posted by the first Monday in January.
- 10. The leave year will begin on the first Monday of the first full pay period in January of each year and end on the last day of the last full pay period of the year so established. The Vacation Calendar (Board) will reflect the entire leave year.
- 11. A carrier shall be limited to the number of approved weeks of annual leave that they earn during the current leave year on the First and Second Go-Arounds. Requests over and above that number will be considered after the Second Go-around.

SECTION 2

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

- 1. Management shall provide for at least 10% of the carrier craft, including CCAs, to be allowed off on annual leave in other than the CVP. During the month of December, 5% or a minimum of one carrier shall be allowed to request leave during the 2nd Round. Normal rounding shall apply.
- 2. Carriers who at their own option did not make any CVP selections, will make their selection by seniority or relative standing and may select up to the total number of weeks they earn during the leave year on the 2nd Go-Round.
- 3. A Second Go-Around will be held for Other Leave Selections. Any vacation week in which fewer than the quota of carriers have successfully bid during the 1st Go-Around is hereby defined as Other Leave. All Other Leave Period weeks are available for the Second Go-Around. CCA leave requests for the month of December and for any weeks containing the following holidays shall be at Management's discretion: Veteran's Day, Martin Luther King, Jr.'s Birthday, and Presidents' Day.
- 4. The Second Go-Around shall begin on the Third Monday in December using the same procedures as the 1st Go-Around.
- 5. The 2nd Go-Around Selections will be approved and posted prior to the beginning of the new leave year.
- 6. All leave selections made in this Section (6) shall be in increments of full weeks, no split or partial weeks applicable.
- 7. After completion of the 2nd Round of bidding, a third Round of bidding on other and incidental leave for weeks and individual days up to maximum of five (5) individual days will be conducted for the remaining CVP and other leave slots still remaining on the vacation board. The bids will be accepted for three (3) days and be awarded by seniority or relative standing.
- 8. If a request is submitted over three weeks prior to the start of the requested leave, management will give the employee at least two weeks notice of disposition of the request. All Other Leave requests will be considered on a first come, first served basis, with seniority or relative standing, and seniority over relative standing, being the tie-breaker for requests submitted the same day.
- 9. Requests submitted with less than three weeks notice will be approved or disapproved as soon as possible. Management will consult with the employee about the request by the Tuesday morning prior to the requested leave before disapproving the leave request whenever possible. All Other Leave requests will be considered on a first come, first served basis, with seniority of relative standing, and seniority over relative standing, being the tie-breaker for requests submitted the same day.

SECTION 3 LEAVE FOR UNION BUSINESS

1. Management will reserve two (2) spaces during the CVP for delegates to attend the Illinois State Letter Carrier Convention.

- 2. Management will reserve 2 spaces during the CVP for delegates to attend the National Letter Carriers Convention.
- 3. When an Official NALC activity occurs during the CVP, carriers designated to attend will make arrangements as soon as possible. Management will take the necessary steps to ensure that as many delegates as possible are allowed to attend.
- 4. Officers of Branch 825 on Official Union Duties may request annual leave or leave without pay at the Union Officer's option.
- 5. Convention Leave will not be charged to the delegate's CVP

SECTION 4 CANCELLATION OF LEAVE

- 1. All cancellations of approved leave of 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. Cancelled leave of more than one week will be posted for bid in one week blocks subject to the bidding procedures listed in Item 4.3 below.
- 2. Cancellations will be posted in an easily recognizable place for all eligible carriers' benefit. The place for the Lake Villa Post Office will be by the Leave Board.
- 3. A carrier that has been a successful bidder on cancelled leave will not be eligible to bid on the next cancellation until all other carriers have had an opportunity to bid on the cancellation in a rotating manner. These provisions only apply to bidding on two consecutive cancellations.
- 4. Approved leave may be exchanged by carriers, if all the carriers senior to the parties desiring the trade have been contacted by the Union and are all agreeable to the trade.

SECTION 5 MISCELLANEOUS PROVISIONS

- 1. A carrier called in for Jury Duty during scheduled vacation period annual leave shall be given another choice vacation period selection provided this does not deprive any other carrier of his first choice of scheduled CVP.
- 2. No leave requests will be accepted prior to the posting of the beginning of the next leave year.
- 3. If the Union or Management feels there is a significant change in the number of Carrier Craft Employees 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 leave periods in accordance with Article 10, Section 4 of the National Agreement.
- 4. Documented requests for emergency annual leave shall be given full consideration by management in all cases.
- 5. No carrier may be called in from approved leave except in accordance with the National Agreement.
- 6. Carriers who become ill while on Annual Leave during the CVP for a period of 5 leave days with medical certification shall be allowed another selection during the CVP if available.
- 7. Approved leave granted to CCAs, under the above provisions is contingent upon the CCA carrier having a sufficient leave balance when the leave is taken pursuant to Postal regulations, handbooks and manuals.

ARTICLE 10 LIGHT DUTY ASSIGNMENTS

- 1. It will be the Installation Head or her designee's responsibility to determine light duty work assignments. A committee consisting of the President of Branch 825 or his designee may meet to explore duties available to carriers who request light duty to ensure all procedures are followed in a timely manner by all concerned parties.
- 2. When a carrier requests light duty assignments and is eligible in accordance with Article 13 of the National Agreement, Management will agree to provide the carrier with light duty work if it is available. After it has been determined to grant temporary light duty, first consideration of light duty assignments will be given to:
 - A. Casing mail, including his own assignment and others not served by a regular on that day.
 - B. Labeling carrier cases.
 - C. Rewriting and updating carrier route or directory books.
 - D. Auxiliary routes not showing 8 hours or any part of that assignment for which the carrier is physically capable of performing duties.
 - E. Any work for which the carrier is qualified.

ARTICLE 11 POSTING

- 1. Management will make known to all eligible employees, any temporarily vacant full-time carrier craft duty assignments of anticipated duration of five days or more. Full-time reserve letter carriers, unassigned regulars, part-time flexible carriers and CCAs may indicate their preference for such assignments until Tuesday prior to the service week when the assignment begins.
- 2. Carriers eligible to bid on a hold down assignment will submit their bids, in duplicate, on Form 13 or the Union provided form. The duplicate copy shall be returned to the carrier indicating the disposition of the request by the Tuesday prior to the service week the assignment begins.
- 3. By the 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 on the Supervisor's desk where eligible carriers can easily find which assignments are to be available for bidding with the starting date.
- 5. When an assignment becomes available upon less than 24 hours notice, management will inform all eligible carriers and inquire as to their preference and award the assignment to the senior eligible carrier.
- 6. Management will notify the local union representative of the successful bidder and so denote on the daily schedule and Form 3997.
- 7. Management will provide a copy of postings and successful bidders to the NALC shop steward.
- 8. When an absent employee has so requested in writing, stating a mailing address, a copy of any notice inviting bids from the craft employees shall be mailed to the employee by the Installation Head.

- 9. Carriers desiring to apply for a posted position shall submit a sealed application on Form 1717 to the Postmaster. The forms shall be available at the Supervisor's desk.
- 10. The length of posting shall be ten days, pursuant to Article 41 of the National Agreement.
- 11. Results of the bidding shall be posted within 10 days.
- 12. The successful bidder shall be placed in the assignment within 15 days, except in the month of December.
- 13. The President of Branch 825 or his designee shall be present at the opening of the sealed bids.
- 14. If there is a change of starting times of more than one hour from the starting time that is in effect at that date of the signing of this memorandum, then the regular carrier assigned to that position shall determine within three working days whether the position is to be vacated and reposted. Management will provide the Union with a copy of the present starting times for all routes at this office.
- 15. Article 41, Section 3.O shall be included in the Memorandum of Understanding at this office with the 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."

16. Carrier Technician Assignments (T-6) are acknowledged to be full-time duty assignments for the application of Article 41.3.O of the National Agreement.

ARTICLE 12

MISCELLANEOUS

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 May, 2021 between representatives of the United States Postal Service, Lake Villa, 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:

Laura Crews-Stephan, Postmaster

Lake Villa, IL 60046

For John Grace Branch 825, NALC:

Bill Schorsch, Vice President John Grace Branch 825, NALC