

MEMORANDUM OF UNDERSTANDING BETWEEN THE  
UNITED STATES POSTAL SERVICE  
NORTH CHICAGO, IL 60064-9998  
AND  
THE NATIONAL ASSOCIATION OF LETTER CARRIERS  
JOHN GRACE BRANCH 825  
2019 – 2023

**PREAMBLE**

This Memorandum of Understanding, made and entered into at the North Chicago, Illinois, by and between authorized representatives of the United States Postal Service, hereinafter, the “employer”, and John Grace Branch 825 of the National Association of Letter Carriers, AFL-CIO, hereinafter, the “Union”, pursuant to the Collective Bargaining Agreement, constitutes the entire agreement of local implementation of the 2019 National Agreement.

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## **ARTICLE 1 RECOGNITION**

This Memorandum of Understanding covers all employees of the North Chicago 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at the national level with respect to wages, hours, and other terms and conditions of employment, unless otherwise superseded by the terms of the National Agreement of 2019.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. Delete previous and use following: It is the position of the USPS that any letter carrier shall be granted such time as is reasonable and necessary for washing-up after performing dirty work or incidental to personal needs.

## **ARTICLE 3 NON-SCHEDULED DAYS**

1. All full-time letter carriers at the North Chicago Post Office shall have rotating non-scheduled days.
2. Each year between October 1<sup>st</sup> and October 13<sup>th</sup>, all carriers within the same swing may exchange non-scheduled days for the entire year. This exchange shall take effect on the first pay period after January 1<sup>st</sup>, coinciding with the dates of the new leave year.
3. 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 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 temporary bid on that assignment in the following pecking order:
  - A. Unoccupied route on swing.
  - B. Bump PTF with opt (holddown) on route in swing. PTFs will be given preference over CCAs in the event of bumping from opted assignments.
  - 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.
4. T-6 and Utility Carriers called in on their non-scheduled day shall have preference over a vacancy replacement working within the swing following the pecking order outlined above in Article 3.3.
5. Carriers shall not be required to work on non-scheduled days that are adjoined to approved leave (including incidental leave) except in an emergency. A carrier may volunteer to work his non-scheduled day next to the approved vacation if he so desires.

**ARTICLE 4**  
**CURTAILMENT OF POSTAL OPERATIONS**

1. When a carrier's person or mail is in jeopardy, the carrier should leave the danger area and call the immediate supervisor for instructions.
2. Stewards of Branch 825 NALC may consult with management to suggest possible curtailment or termination of operations at that office prior to their leaving time if they feel the situation warrants it.
3. When local management receives a request from Local, State or Federal officials regarding an emergency that may jeopardize the safety of the employees, Management shall consider the request with the safety of the employees being the prime consideration. The Installation Head shall make the final decision to curtail or terminate postal operations.

**ARTICLE 5**  
**HOLIDAY SCHEDULE**

Employees will be selected to work on a holiday or day designated as 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 who would be working their holiday, selected by seniority.
4. Full-time volunteers who would be working their N/S day, selected by seniority.
5. Non-volunteers who would be working on their N/S day, selected by inverse seniority.
6. Non-volunteers who would be working on their designated holiday, selected by inverse seniority.

**ARTICLE 6**  
**OVERTIME DESIRED LIST**

1. All full-time carriers within the jurisdiction of this post office 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 of any assignment
  - C. (12), Carriers, any and all available overtime.
3. An employee desiring to be considered for all overtime, available up to twelve (12) hours per day shall place a circled (12) after their name on the OTDL.

**ARTICLE 7**  
**REASSIGNMENT**

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

**ARTICLE 8**  
**PARKING**

1. Local Management will provide off-street assigned parking for those carriers having regular daily VEHICLE CONTRACTS to provide their personal vehicle for mail delivery.
2. Management will assign available parking spaces to the Letter Carriers whenever spaces are available.

**ARTICLE 9**  
**ANNUAL LEAVE**  
**SECTION 1**  
**CVP 1ST ROUND SELECTIONS**

- 1) The Choice Vacation Period (CVP) shall begin the three weeks prior to the first Sunday in May and end three weeks after the 2<sup>nd</sup> Saturday in October.
- 2) Management must provide for at least 12% of carriers, including CCAs, to be off on annual leave during the CVP. Any granting of CCA leave under such provisions is contingent upon the employee having a sufficient leave balance when the leave is taken. CCAs will bid by relative standing after all of FTR Carriers bid by seniority in the first round, and this process will continue in the following rounds. FTR first by seniority, then CCAs by relative standing.
- 3) Management will post a notice advising carriers of the dates of selections for the CVP and by the first Monday in October.
- 4) The carriers will be called by seniority to make their selections. Each carrier will have no more than 24 hours, or one business day to make their selections. Carriers are encouraged to be prepared to make their selections so that more than one carrier may make selections each day and to facilitate the start of the 2<sup>nd</sup> go-around for Other Leave selections.
- 5) The selection process will begin the week of the Columbus Day holiday in October. Management will announce the date and rules for selections two weeks prior to this date. During the CVP, the leave shall begin on Sunday and end on Saturday, unless otherwise requested and approved.
- 6) Leave selection requests will be submitted in duplicate on PS Form 3971. Management will post approved selections and maintain the Leave Board. Selections will be posted the same day they are received and approved. Carriers will be given a signed copy of the 3971s for all approved leave.
- 7) The 1<sup>st</sup> go-around should be completed no later than the 4<sup>th</sup> Monday after the selection process has begun.
- 8) Carriers may only make selections for the numbers of weeks they earn in the year for the 1<sup>st</sup> and 2<sup>nd</sup> go-arounds, all other selections will be considered Other Leave.
- 9) Carriers who become ill for 5 days or more during the CVP shall be allowed another selection during the CVP if there is a slot available.
- 10) If the Union or Management feels there is a significant change in the number of carriers during the life of the Local Memoranda, they may request an adjustment in the number of weeks to be available in either the CVP or Other Leave periods in accordance with Article 10, Section 4 of the National Agreement.

- 11) Carriers with 20 or 26 days of annual leave will have the option of picking as their CVP choices:
  - A. Three consecutive weeks.
  - B. Two consecutive weeks and one non-consecutive week; or
  - C. Two separate non-consecutive weeks.
- 12) Carriers with 13 days of annual leave will have the option of picking as their CVP choices:
  - A. Two consecutive weeks; or
  - B. Two separate non-consecutive weeks.

## SECTION 2 2<sup>ND</sup> ROUND AND REQUESTS FOR LESS THAN 40 HOURS LEAVE

1. Carriers who at their own option made no selection during the CVP may make selections in units covered in Article 9.1.11 and Article 9.1.12 outside of the CVP. This provision permits carriers who made no leave selections in the 1<sup>st</sup> Round to select up to the total number of weeks they earn in the year on their 2<sup>nd</sup> Round selection.
2. Applications for all 2<sup>nd</sup> go-around leave selections may include:
  - A. Selections of available vacancies remaining in the CVP;
  - B. Selections of available spaces outside the CVP.
3. In case of duplicate selections submitted on the same day, seniority shall prevail.
4. Additional requests for leave after the 1<sup>st</sup> and 2<sup>nd</sup> go-around shall be considered Other Leave and may be submitted at any time on Form 3971. All such requests, except for selections made during the 1<sup>st</sup> and 2<sup>nd</sup> go-arounds will be returned approved or disapproved within three (3) working days, and will be approved on a first come, first served basis.
5. Management shall provide for at least 12% of carriers to be off on annual leave in other than CVP except for the month of December. During December, one carrier a week will be allowed annual leave. Other requests will be reviewed for consideration.

## SECTION 3 LEAVE FOR UNION BUSINESS

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

## SECTION 4 CANCELLATION OF LEAVE

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. A carrier that has been successful bidder on cancelled leave will not be eligible to bid on cancelled leave until other carriers have had an opportunity to bid on a cancellation in a rotating manner.

## SECTION 5 MISCELLANEOUS PROVISIONS

1. Approved leave may be exchanged by the carriers, if all the carriers senior to the parties desiring the exchange have been contacted by the Union and all are agreeable to the trade.
2. Documented requests for Emergency Annual Leave shall be given full consideration by management in all cases.
3. No carrier may be called in from approved leave except in accordance with the National Agreement.
4. A carrier called for Jury Duty during scheduled CVP annual leave shall be given another CVP selection.
5. 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.

## ARTICLE 10

### ASSIGNMENT OF ILL/INJURED EMPLOYEES

1. A committee consisting of the President of Branch 825 or his designee will meet to explore and determine duties available to carriers who request light duty or are placed in limited duty, and to ensure that all methods and procedures are followed in a timely manner by all concerned parties.
2. When a carrier requests light duty assignment and is eligible in accordance with Article 13 of the National Agreement, management will agree to put the incapacitated carrier on light duty. After it has been determined to grant temporary light duty, first consideration of light duty assignments shall be given to:
  1. Casing mail, including his own and any others not served by a regular on that day.
  2. Labeling of carrier cases.
  3. Rewriting and updating carrier route and/or directory books.
  4. Auxiliary routes not showing eight (8) hours or any part of that assignment for which the carrier is physically capable of performing the duties.
  5. Any other available 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.
2. Full-time reserve letter carriers, unassigned regulars and part-time flexible carriers may indicate their preference for such an assignment up until Tuesday prior to the service week when the assignment begins.
3. Carriers eligible to bid on a hold down assignment will submit their bids, in duplicate, on Form 13, or the Union form. The duplicate copy shall be returned to the carrier indicating the disposition of the request by the Wednesday prior to the service week the assignment begins.
4. 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.
5. Carriers desiring to apply for a posted position shall submit a sealed application on PS Form 1717 to the Postmaster.
6. The length of posting shall be ten (10) days or pursuant to Article 41 of the National Agreement.
7. Results of the bidding shall be posted within ten (10) days.
8. The successful bidder shall be placed in the new assignment within fifteen (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 the Form 1716, Vacancy Notice, to the Branch 825 Office indicating the time and place of the opening of sealed bids. A copy will also be given the local steward.
11. If there is a change of starting time of more than one hour from the starting time that is in effect at the date of the signing of this memorandum, then the regular carrier assigned to that position shall determine within three (3) working days whether the position is to be vacated and reposted. Management will provide the Union at this office with a copy of the present starting time for all routes at this office.
12. 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.”

13. 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.

14. Management will make known to all eligible employees, by posting on Letter Carrier Vacation bulletin boards, temporarily vacant full-time craft duty assignments of anticipated duration of five (5) days or more.
15. Full-time reserve letter carriers, unassigned regulars, and part-time flexible carriers may indicate their preference for such an assignment until Tuesday prior to the service week when the assignment begins.
16. Carriers eligible to bid on a hold down assignment will submit their bids in duplicate, on Form 13, or the Union form.
17. Wednesday 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 assignment.

**ARTICLE 12**  
**MISCELLANEOUS**

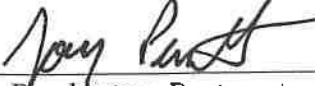
1. The Union shall inform Management of the type of breaks requested for the following year. This will go into effect January 1<sup>st</sup> of each year.
2. At reasonable intervals, a letter carrier shall be granted the opportunity, upon timely request, to inspect his personnel jacket, except highly confidential items, in the presence of a management representative, provided such inspection occurs of the clock.
3. 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 Tuesday 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**

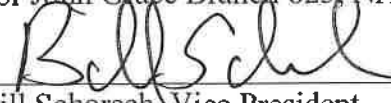
1. This Memorandum of Understanding shall remain in full force and effective for the duration of the 2019 National Collective Bargaining Agreement.
2. Should any part of the Memorandum of Understanding or any provision contained herein, be rendered or declared invalid, by reasons of an existing or subsequently 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 4th day of May, 2021, between representatives of the United States Postal Service, North Chicago, 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:

  
\_\_\_\_\_  
Joe Pemberton, Postmaster  
North Chicago, IL 60064

For John Grace Branch 825, NALC:

  
\_\_\_\_\_  
Bill Schorsch, Vice President  
John Grace Branch 825, NALC