

MEMORANDUM OF UNDERSTANDING BETWEEN THE
UNITED STATES POSTAL SERVICE
GURNEE, IL 60031-9998
AND
THE NATIONAL ASSOCIATION OF LETTER CARRIERS
JOHN GRACE BRANCH 825
2019 – 2023

PREAMBLE

This Memorandum of Understanding, made and entered into at the Gurnee, 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 Gurnee 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at the national level with respect to wages, hours, and other terms and conditions of employment, unless otherwise superseded by the terms of the National Agreement of 2019.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 USPS that any carrier shall be granted such time as is reasonable and necessary for washing up after performing dirty work or incident to personal needs.

ARTICLE 3 NON-SCHEDULED DAYS

1. The work week for the Gurnee Post Office will be 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 shall take effect on January 1st.
3. Carriers not in the same group may exchange days off under the same circumstances as Section 2, if management, union and T-6 agree.
4. Carrier technicians, (T-6) 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) 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. A Carrier Technician, (T-6) 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 (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.
5. Carriers shall not be required to work on non-scheduled days that are adjoined to approved leave except in an emergency. A carrier may volunteer to work his non-scheduled day next to the approved leave if he so desires by putting the request in writing.

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 or a day designated as a holiday in the following order:

1. City Carrier Assistants (CCAs) and other non-career employees.
2. Part-time flexible carriers.
3. Full-time volunteers selected by seniority within the section.
4. Non-volunteers who would be working their non-scheduled day, selected by inverse seniority.
5. Non-volunteers who would be working on their designated holiday, selected in 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.
 1. WAO, Carriers own assignment on scheduled days only.
 2. (*), Carriers up to 10 Hours of any assignment
 3. (12), Carriers, any and all available overtime.

ARTICLE 7
REASSIGNMENT

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

**ARTICLE 8
PARKING**

Management will assign available parking spaces to employees whenever spaces become available.

**ARTICLE 9
ANNUAL LEAVE**

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

1. The leave year will begin on the first day 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.
2. The Choice Vacation Period shall consist of:
 - A. The first Sunday in May through the second Saturday in September.
 - B. Spring Break – The week designated as Spring Break by the Lake County Public Schools.
 - C. The week of Thanksgiving.
 - D. The week of Christmas.
3. The first leave go-around for CVP shall begin on the Monday after the Thanksgiving 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.
4. The maximum number of carriers who may be off, per week, during the Choice Vacation Period under 2.A (above) only, will be 14% of the career carriers. 13% calculations will be used for 2.B, C, and D (above). City Carrier Assistants (CCAs) will not be calculated into these percentages. Standard rounding procedures will apply (ie., fractions of 0.5 and above will be rounded to the next whole number). 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 the 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.
5. Management will post a notice advising carriers of the dates of selections for the Choice Vacation Period and list the rules under which selections are to be made.
6. During the CVP, the leave shall begin on Sunday and end on Saturday, unless otherwise requested and approved.
7. The most senior half of the carrier complement will be contacted prior to the 1st Friday in December to make their CVP selections. Any carrier in this group not prepared to make their CVP selection during this period will be dropped to the next group for their CVP selections. Carriers shall not be permitted to hold the vacation board for longer than 24 hours.
8. Prior to the 2nd Friday in December, the remainder of the eligible carriers will be contacted to make their CVP selections.
9. Any carrier that did not make their CVP selection prior to the 2nd Friday in December must submit their selections prior to the 3rd Friday in December or they will not be honored.

10. 3971s must be completed and submitted for Choice Vacation Period when selections are made.
11. Management will post a leave chart and maintain it as leave as approved in accordance with the Local Memoranda.
12. Carriers with 20 or 26 days of annual leave (The number of days of annual leave, not to exceed fifteen (15), shall be at the option of the employee.) will have the option of picking as their 1st Round CVP choices:
 1. Three consecutive weeks.
 2. Two consecutive weeks and one non-consecutive week.
 3. Two separate non-consecutive weeks.
13. Carriers with 13 days of annual leave (The number of days of annual leave, not to exceed ten (10), shall be at the option of the employee.) will have the option of picking as their 1st Round CVP choices:
 1. Two consecutive weeks.
 2. Two separate non-consecutive weeks.
14. Each carrier shall be given a written notice of the approved leave selection for that carrier.
15. Management will post a leave chart and maintain it as leave is approved in accordance with the above procedures.

SECTION 2

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

1. After the CVP Selections are made and posted as approved, and prior to the third Monday in December there will be a 2nd Round of leave selections. Each carrier will be allowed to select additional leave in order of seniority on Form 3971 in duplicate. These selections may include: Selection of available vacancies in the CVP; and selections of available spaces outside of the CVP.
2. Management shall provide for 9 percent of the Carrier Craft to be off on Annual Leave in other than the CVP. Normal rounding at .50 will be used for fractions.
3. The second go-around shall begin on the third Monday in December using the same procedures as the first go-around.
4. Carriers who at their own option made no selection during the CVP may make selections up to the number of weeks earned in the year per Article 9.5.4 on the 2nd Round.
5. The second go-around selections will be approved and posted prior to the 1st Monday in January, with the carriers being notified with the duplicate of the Form 3971 as written notice of approval.
6. All leave selections made in this Section shall be in increments of full weeks, no split or partial weeks are applicable.
7. All other annual leave requests, including other leave for less than 40 hours, after completion of the 1st and 2nd Go-Arounds may be submitted at anytime and will be approved/disapproved at least 21 days prior to the first day of the requested leave. Disapproved leave requests will be considered prior to any requests for leave submitted 20 days or less before the start date. Requests of 40 hours (weeks) leave will take precedence over individual day(s) for approval.

Requests submitted 20 or less days before the start of the requested leave date shall be approved/disapproved using the following criteria: weeks will again take precedence over individual days; all other requests will be considered on a first come, first served basis at the time the schedule is prepared, the Tuesday prior to the start of the service week of the leave. In the event of duplicate requests made the same day, seniority is the tie breaker. Management will consult with the employee on all submitted requests by the Wednesday prior to the requested leave before disapproving the leave whenever possible. Carriers must either have the required hours of leave in their balance on the books prior to submission of the new other leave request, or submit a 3971 cancelling future approved leave with the new other leave request contingent on the approval of the new other leave request.

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 the 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 option.
3. Management will reserve two spaces during the CVP for delegates to attend the NALC 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 delegates' CVP selection if he/she is within the number of employees that spaces are reserved for.

SECTION 4

CANCELLATION OF LEAVE

1. All cancellations of approved leave shall be reposted for three days and awarded by seniority as soon as possible after management has learned of the cancelled leave.
 - A. A Carrier's intention to cancel leave must be entered on PS Form 3971 and submitted to the Employer in duplicate no later than the close of business two (2) weeks prior to the start of the previously approved leave.
 - B. 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. This language applies only to two consecutive cancellations.
 - C. Cancellations will be posted in as easily-recognizable place for all eligible carriers' benefit. The place for the Gurnee Post Office will near the time clock where the carrier schedule is posted.
 - D. Annual Leave may be cancelled on shorter notice than that prescribed above only upon mutual agreement between representatives of the Employer and Union. Such mutual agreement will be evidenced by the appearance of a Union Steward's dated signature on PS Form 3971 canceling the leave and **may** be posted at management's discretion.

2. Approved leave may be exchanged by the carriers, if all the carriers senior to the parties desiring the trade have been contacted by the Union and all are agreeable to the change.

SECTION 5 MISCELLANEOUS PROVISIONS

1. A carrier called to Jury Duty during scheduled Choice Vacation Period Annual Leave shall be given another CVP selection if available.
2. 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 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. This includes adjustments needed to provide for sufficient annual leave slots for CCAs in the First and Second Round selections which must be agreed to by both parties.
3. Carriers who become ill while on Annual Leave during the CVP for a period of five (5) leave days shall be allowed that selection during the CVP if available. For absences in excess of 3 days, employees are required to submit documentation or other acceptable evidence of incapacity.
4. A carrier shall be limited to the number of approved weeks of annual leave they earn during the current leave year on the first and second go-around. Requests over and above that number will be considered as well as requests for less than 40 hours shall be considered after the second go-around on a first come, first served basis, seniority tie-breaker for requests submitted on the same day. 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.
5. Documented requests for Emergency Annual Leave shall be given full consideration by management in all cases.
6. No carrier may be called in from approved leave except in accordance with the National Agreement.

ARTICLE 10 LIGHT DUTY ASSIGNMENTS

1. When a carrier requests a light duty assignment and is eligible in accordance with Article 13 of the National Agreement, management will review the letter carrier's physical restrictions.
2. When it is determined to grant temporary light duty, first consideration for light duty will be given to the following work if it is available:
 1. Casing routes - including his/her own and any other office duties of the carrier craft.
 2. Labeling of carrier cases.
 3. Rewriting and updating of carrier directory books.
 4. Auxiliary routes not showing eight (8) hours or any part of the assignment, provided such work is available and the employee is physically capable to perform the duties.
 5. Any other available assignments for which the carrier is physically able and qualified to perform that management may designate.

ARTICLE 11 POSTING

1. Management will make known to all eligible employees, by posting on the letter carrier bulletin boards any temporarily vacant full-time carrier craft duty assignments of anticipated duration of five (5) days or more.
2. 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.
3. Carriers eligible to bid on a hold down assignment will submit their bids in duplicate, on Form 13 or the Union provided form.
4. 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 vacancy.
5. The successful bidder of a temporary vacancy shall be so denoted on the daily schedule sheet and PS 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 offices within the jurisdiction of this post office.
7. Carriers desiring to apply for a posted position shall submit a sealed application on PS Form 1717 in a sealed box. The forms shall be available from the supervisor.
8. The length of posting shall be ten (10) days.
9. Results of the bidding shall be posted within ten (10) days.
10. The successful bidder shall be placed in the new assignment within fifteen (15) days, except in the month of December.
11. The local steward or his designee shall be present at the opening of sealed bids.
12. 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 to the local steward.
13. 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 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.
14. Article 41, Section 3.O of the National Agreement shall be included in the Local Memorandum of Understanding for this office:

“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.”
15. Branch 825 reserves the one time right to delete this section in accordance with the National Agreement.

ARTICLE 12
MISCELLANEOUS


1. Labor-Management Meetings will be held on the last Wednesday of March, June, and September. The December meeting will be mutually agreed upon. These meetings shall be no longer than one (1) hour.
2. Management has agreed to furnish one bulletin board, which has been planned to be used jointly by all crafts within the Gurnee Post Office.
3. Management has agreed that officials of Branch 825, NALC, may use the telephone for local calls when the business transacted involves the union and the USPS. The union official must receive permission from his immediate supervisor before he leaves his work section to make the call. Calls will be limited to five (5) minutes.

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 20th day of May, 2021 between representatives of the United States Postal Service, Gurnee, 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:



Linnea Rosing, Postmaster
Gurnee, IL 60031

For John Grace Branch 825, NALC:



Bill Schorsch, Vice President
John Grace Branch 825, NALC