

MEMORANDUM OF UNDERSTANDING BETWEEN THE
UNITED STATES POSTAL SERVICE
LAKE ZURICH, IL 60047-9998
AND
THE NATIONAL ASSOCIATION OF LETTER CARRIERS

JOHN GRACE BRANCH 825
2019 – 2023

PREAMBLE

This Memorandum of Understanding, made and entered into at Lake Zurich, 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 Lake Zurich 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at the national level with respect to wages, hours, and other terms and conditions of employment unless otherwise superseded by the terms of the National Agreement of 2019.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 VIII, Section 9, provides reasonable wash-up time for a letter carrier who performs dirty work. 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 incident to personal needs as currently established.

ARTICLE 3 NON-SCHEDULED DAYS

1. All full-time regular letter carriers at the Lake Zurich Post Office shall have rotating non-scheduled days off. Business and/or Collection/Relay Routes with less than 8 hours work on a normal Saturday (or other work day) may have Saturday or (other workday) as a fixed non-scheduled day.
2. T-6 Carriers will work their posted duty assignment unless the Regular Carrier is called in. When this occurs the T-6 shall be moved to another assignment within his group that is not occupied by a regular carrier including a vacancy replacement who had bid on the assignment. 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, with preference given to PTFs over CCAs in the event of bumping. The T-6 shall be moved to a vacancy off the swing in the event there are no vacancy replacements with opts on the swing.
3. T-6 Carriers when called in on their non-scheduled day will have preference over a vacancy replacement(s) working the same swing as the T-6 Carrier with the same terms and conditions as Article 3.2, above.
4. 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 his approved leave if he so desires. These days will be considered an opportunity offered per the overtime desired list.

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 his immediate supervisor for instructions.
2. Stewards of Branch 825 may consult with management to suggest possible curtailment or termination of delivery prior to leaving the office in the morning if they feel the situation warrants.
3. When management receives a request from local, state, or federal officials regarding an emergency that may jeopardize the safety of the letter carriers, management shall consider the request with the safety of the letter carriers being the prime consideration. Management shall make the union representative at that office aware of such requests in a timely manner. The local union representative will be made aware in a timely manner.

ARTICLE 5
HOLIDAY SCHEDULE

Employees selected to work on a holiday or day designated as a holiday will be selected in the following order:

1. City Carrier Assistants (CCAs) from the carrier craft and all other non-career carrier craft employees.
2. Part-time flexible employees.
3. Full-time volunteers selected by seniority within the section.
4. Non-volunteers who would be working on their N/S day, selected by inverse seniority.
5. 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 on own assignment on scheduled days only.
 - B. (*): Carriers up to 10 Hours, any assignment
 - C. (12) : Carriers any and all available overtime.
3. An employee desiring to be considered for any and all overtime available up to 12 hours per day shall place a circled 12 after his name on the ODL.

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. Management at the Lake Zurich Post Office shall provide off street assigned parking spaces for all members of the letter carrier craft at all stations and branches upon occupancy of the new facility.
2. Management at the Lake Zurich Post Office shall provide secure places or racks for letter carriers riding bicycles to the Post Office, at all station and branches, upon completion of the new facility.

ARTICLE 9
ANNUAL LEAVE

SECTION 1
CVP, 1ST ROUND SELECTIONS

1. During the CVP, 13%, standard rounding of the carrier craft, including CCAs, will be allowed off on annual leave. (.5% will be rounded to the next number.) CCAs will be included in the 13% complement of employees permitted off during the Choice Vacation Period. CCAs will be permitted to bid on annual leave selection during the first round, after career carriers.
2. The Choice Vacation Period shall begin on the Sunday prior to June 1st and end the 2nd Saturday in October.
3. During the CVP, leave shall begin on Sunday and end on Saturday unless otherwise requested and approved.
4. Carriers with twenty (20) or twenty-six (26) days of annual leave will have the option of picking as their CVP 1st Round choices:
 - A. Three consecutive weeks.
 - B. Two consecutive weeks and one non-consecutive week.
 - C. Two separate non-consecutive weeks.
5. Carriers with thirteen days of annual leave will have the option of picking as their CVP 1st Round choices:
 - A. Two consecutive weeks.
 - B. Two separate non-consecutive weeks.

6. If an applicant is unsuccessful in all of his bids, he will be contacted by the supervisor and advised which space or spaces are available. Contact with the unsuccessful bidders will be made by seniority.
7. A service talk will be given on November 1, or the next work day after, to notify employees of the beginning of the new leave year.
8. The leave calendar shall be passed throughout the carrier force in order of seniority. Each carrier shall indicate their selection on the leave calendar.
9. The leave calendar shall be passed starting the second Monday in November. All First Round CVP selections should be completed by the fourth Monday in November.
10. The official leave calendar shall not leave the Post Office. As selection period begins, each work day carriers will be called in one at a time, by seniority, to make their selections. Carriers may hold the vacation selection board no longer than 48 hours. Carriers not present at the time of their selection choice may:
 - A. Submit as many 3971s with selections rated by preference as needed in advance.
 - B. Call selections into the office by phone.
 - C. Pass at the time their selection is due and submit bids later during the First Round Selection Process prior to its completion.
11. Each carrier shall be given a written notice of the approved leave selection for that carrier. Approved CVP selections shall be posted by the fourth Monday in November.
12. Management will post a leave chart and maintain it as leave is approved in accordance with the Local Memorandum.
13. Carriers who become ill while on annual leave during the CVP for a period of 5 leave days or more, shall be allowed another selection during the CVP, if available after providing proper medical documentation pursuant to the applicable provisions of the ELM regarding sick leave documentation.

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

1. Management will provide for at least 9% of the carrier craft, including CCAs, to be allowed off on annual leave in other than the CVP, including the first full week of December, with Management discretion for other leave requests for the remainder of December. (.5% will be rounded to the next number.) CCAs will not be included in the 9% complement of the carrier craft to be allowed off on annual leave in other than the CVP.
2. After the Leave calendar has been passed and CVP selections made and approved and by the fourth Monday in November.
3. Applications for annual leave for other than the CVP selections will be submitted on USPS Form 3971 in duplicate. These selections may include:
 - A. Selection of available vacancies in the CVP.
 - B. Selection of available spaces outside of the CVP.
4. In case of duplicate selections submitted on the same day, seniority shall prevail.
5. Carriers who pass on making annual leave selections during the First Go-Around may request annual leave up to the maximum amount they earn during the year on the 2nd Go-Around.

6. This leave shall be posted not later than the fourth Monday in December, with the letter carrier being notified in writing of the vacation approved for that carrier as soon as possible.
7. Additional applications for leave may be submitted at any time on Form 3971 in duplicate and will be considered on a first come, first served basis. Seniority shall prevail only when the forms are submitted on the same day for an identical leave request.
8. Requests submitted with less than 3 weeks notice shall be approved or disapproved as soon as possible and will be considered on a first come, first served basis with the same seniority tie breaker referenced above. Management will consult with the employee about the request by the Tuesday prior to the requested leave before disapproving the leave whenever possible.
9. If a leave 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 the disposition of the request.

SECTION 3

LEAVE FOR UNION BUSINESS

1. When an official NALC activity occurs during 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.
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 2 spaces during the CVP for delegates to attend the Illinois State Convention.
4. Management will reserve 2 spaces during the CVP for delegates to attend the NALC National Convention.
5. Convention leave will not be charged to delegate's CVP selection if he is within the number of employees that spaces are reserved for.

SECTION 4

CANCELLATION OF LEAVE

1. All cancellation 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 cancelled leave. Cancellation must be on Form 3971.
2. 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 all are agreeable to the trade.
3. Cancellations will be posted in an easily recognizable place for all eligible carriers' benefit. The place for the Lake Zurich Post Office will be at the time clock.
4. 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 provision applies only to two (2) consecutive cancellations of approved leave.

SECTION 5 MISCELLANEOUS PROVISIONS

1. Documented requests of emergency annual leave shall be given full consideration by management in all cases.
2. No carrier shall be called in from approved leave except in accordance with the National Agreement.
3. A carrier called for jury duty during scheduled CVP annual leave shall be given another CVP selection if space is available.
4. If Union or Management feel there is a significant change in the number of carrier craft and CCA employees during the life of the Local Memorandum, either party may ask for an adjustment in the number of carriers and CCAs allowed off during the CVP and other leave in accordance with Article 10, Section 4, and the CCA MOU.
5. If a carrier does not have sufficient annual leave to cover his or her selection at the time of the scheduled leave, approval of LWOP will be at management's discretion. 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.
6. 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 will reflect the entire leave year.

SECTION 6 CCA ANNUAL LEAVE PROVISIONS

1. CCAs will be included in the 13% complement of employees permitted off during the Choice Vacation Period. CCAs will be permitted to bid on annual leave selection during the first round, after career carriers.
2. In determining the number of CCAs to be added to the complement, CCAs hired for the holiday season will not be included.
3. CCAs will not be included in the 9% complement of the carrier craft to be allowed off on annual leave in other than the CVP.
4. CCAs will be permitted to make 2nd round CVP selections, based upon relative standing, after career carriers have made their selections.
5. CCA's will be permitted to select leave in the non-CVP and to apply for leave for less than 40 hours, under the procedures of Article 9, Sec. 2. In case of duplicate selections, seniority and then relative standing will prevail.
6. CCAs may not make annual leave selections in excess of the maximum amount of leave they can earn by the date of the annual leave they are scheduling, based upon the details of their appointments.
7. CCAs must have sufficient earned annual leave at the time they are taking annual leave. If a CCA has an insufficient annual leave balance, the CCA must cancel enough of the election to match the annual leave available.

ARTICLE 10
ASSIGNMENT OF ILL/INJURED EMPLOYEES

1. A committee consisting of the President of Branch 825, or his designee, and the Installation Head, or his designee, will meet to ensure that all methods and procedures are followed in a timely manner by all concerned parties.
2. When a letter carrier requests light duty assignments and is eligible in accordance with Article 13 of the National Agreement, Management will grant light duty to the extent possible to the incapacitated carrier. After it has been determined to grant temporary light duty, first consideration of light duty assignments shall be given to:
 - A. Casing mail, including his own and any other routes not served by a regular on that day.
 - B. Labeling of carrier cases.
 - C. Rewriting and updating carrier route and/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 the duties.
 - E. Any other available work for which the carrier is qualified.

ARTICLE 11
POSTING

1. Management shall make known to eligible employees any temporarily vacant full-time craft duty assignment of anticipated duration of five (5) 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 Wednesday prior to the service week that the assignment begins.
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. Carriers eligible to serve as vacancy replacement shall submit their bids in duplicate on a form, which shall be available at the supervisor's desk. 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.
5. Vacancies known to Management shall be posted at Lake Zurich where eligible carriers can easily find which assignments are to be available for bidding and with the starting date.
6. When assignments become 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 interested eligible carrier.
7. Management will notify the local union representatives of the successful bidder of a vacancy replacement and so denote on the daily schedule sheet.
8. 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.
9. Carriers desiring to apply for a posted position shall submit a sealed application on Form 1717 to the supervisor. The form shall be available at the supervisor's desk.
10. The length of posting shall be ten (10) or pursuant to the posting provisions or Article 41 of the National Agreement.
11. Results of the bidding shall be posted within ten (10) days.

12. The successful bidder shall be placed in the new 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. Management will send a copy of Form 1716, Vacancy Notice, to the Branch office indicating the time and place of the opening of sealed bids. A copy will also be given to the local steward.

15. If there is a change of starting time of more than one (1) 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 (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.

16. Article 41, Section 3 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.”

ARTICLE 12 MISCELLANEOUS

1. At the Labor-Management Meetings held in last quarter of each year during the life of this memorandum, the union shall inform management of the type of breaks requested for the following year. This will go into effect January 1st of each year.

2. Every month there shall be a Labor-Management Meeting. Attendance shall be limited to two labor and two management representatives.

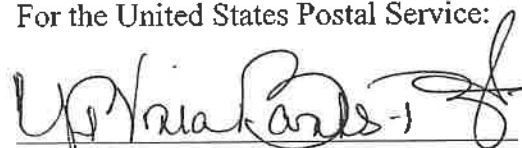
ARTICLE 13 SEPARABILITY & DURATION

1. This Memorandum of Understanding shall remain in full force and effective for the duration of the 2017 National Collective Bargaining Agreement.


2. Should any part of the Memorandum of Understanding, or any provision contained herein, be rendered or declared invalid, by reason of 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 14th day of May, 2021, between representatives of the United States Postal Service, Lake Zurich, 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. The arbitration award is attached.

For the United States Postal Service:


Ye'Vonnia Banks Boykins, Postmaster
Lake Zurich, IL 60047

For John Grace Branch 825, NALC:


Bill Schorsch, Vice President
John Grace Branch 825, NALC