

MEMORANDUM OF UNDERSTANDING BETWEEN THE
UNITED STATES POSTAL SERVICE
WAUCONDA, IL 60084-9998
AND
THE NATIONAL ASSOCIATION OF LETTER CARRIERS

JOHN GRACE BRANCH 825
2019 – 2023

PREAMBLE

This Memorandum of Understanding, made and entered into at the Wauconda, 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 Wauconda 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at the national level with respect to wages, hours, and other terms and conditions of employment unless otherwise superseded by the terms of the National Agreement of 2019.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 Wauconda Post Office shall be rotating non-scheduled days.
2. Each year between November 1st and November 15th, all carriers within the same swing group may exchange non-scheduled days for the entire year. This change will take effect on the first full pay period after January 1.
3. Carriers not in the same group may exchange N/S days off under the same circumstances as Section 2, if management, the union, and the T-6 or utility carrier agree.
4. 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 bid on the assignment. If there is more than one assignment open to the T-6 on their swing, and only one of the vacancies is occupied by a vacancy replacement on a hold down, the 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. 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. Open route/assignment off swing.
5. T-6s called in on their non-scheduled days will be placed on an assignment as outlined in Article 9.3.4 above.
6. Carriers shall not be required to work on non-scheduled days that are adjoined to approved leave except in an emergency.

ARTICLE 4
CURTAILMENT OF POSTAL OPERATIONS

1. 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.
2. 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.
3. Postal operations will not be curtailed or terminated at the Post Office unless the Postmaster determines that the conditions so warrant. The order of local authorities will be considered in determining the extent to which the USPS will curtail operations. Management shall notify the employees at the earliest possible time of curtailment or termination of Postal operations. Such notifications will be available public media such as television or radio. 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. City Carrier Assistants (CCAs)
2. Part-time flexible employees.
3. Full-time volunteers selected by seniority
4. Non-volunteers who will be working on their N/S day, selected in inverse seniority.
5. Non-volunteers who will be working their 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.
 - A. WAO - Carriers own assignment on scheduled days only.
 - B. (*) Carriers up to 10 Hours, any assignment
 - C. (12) Carriers up to 12 hours, any assignment

ARTICLE 7
REASSIGNMENT

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

ARTICLE 8
PARKING

Management at the Wauconda Post Office will provide off-street parking for members of the carrier craft, where space is available at no cost to the Post Office.

ARTICLE 9
ANNUAL LEAVE

SECTION 1
CVP, 1ST ROUND SELECTIONS

1. The Choice Vacation Period shall begin on the Sunday prior to May 1, and end on the 4th Saturday in September.
2. During the Choice Vacation Period, 12% of the carrier craft, including CCAs, will be allowed off on Annual Leave. 15% of the carrier craft, including CCAs, will be allowed off from the Sunday prior to June 1st through the last Saturday in August. Normal rounding of any fractions will be used for computing the number of carriers to be allowed off during the CVP. CCAs will be included in the 12% complement of employees permitted off during the Choice Vacation Period and the 15% permitted off during the peak Choice Vacation Period. CCAs will be permitted to bid on annual leave selection during the first round, after career carriers.
3. During the CVP, leave shall begin on Sunday and end on Saturday, unless otherwise requested and approved.
4. The Leave Book shall be passed throughout the carrier force in order of seniority. Each carrier shall indicate his selection in the Leave Book.
5. The Leave Book shall be passed starting on the last Monday of October. All selections shall be made by Monday, two (2) weeks later.
6. The official Leave Book shall not leave the Post Office. Each carrier desiring to make a CVP selection may hold the Leave Book for not more than one (1) working day.
7. Management will post a leave chart and maintain it as leave is approved in accordance with the Local Memorandum.
8. 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 other week.
 - C. Two separate non-consecutive
9. Carriers with 13 days of annual leave will have the option of picking as their CVP choices:
 - A. Two consecutive weeks.
 - B. Two separate non-consecutive weeks.

10. Each carrier shall be given a written notice of the approved leave selection for that carrier.
11. Carriers who become ill while annual leave during the CVP for a period of 5 leave days shall be allowed another selection during the CVP, if available.

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

1. Management shall provide for 12% of the carrier craft, to be allowed off on annual leave in other than the CVP. Normal rounding of fractions will be used to compute the number of carriers off in other than the CVP. CCAs will not be included in the 12% complement of the carrier craft to be allowed off on annual leave in other than the CVP.
2. After the Leave Book has been passed and the CVP selections have been made and approved, and by the time three (3) weeks has elapsed from the end of CVP selections
A 2nd Round of annual leave selections shall concluded using the same process for CVP selections Applications for Annual Leave for other than the CVP selections will be submitted on PS Form 3971 in duplicate. These selections may include:
 - A. Selections of available vacancies in the CVP.
 - B. Selections of available spaces outside the CVP.
 - C. Carriers who at their own option made no selection during the CVP may make selections in units covered up to the maximum weeks leave earned during the year of this on the 2nd Round.
 - D. In case of duplicate selections submitted on the same day, seniority will prevail.
3. All leave selections after the 1st and 2nd go-arounds shall be considered other leave and will be approved at management discretion based on a first come, first served basis. Selections that are disapproved will be held as prescribed in Article 9.2.5 below.
4. 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.
5. 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 Wednesday prior to the requested leave before disapproving the leave, whenever possible. All disapproved other leave selection requests will be held for future consideration.
6. No requests for additional Other Leave selections will be accepted until the 1st and 2nd go-around approved bids have been posted for one week or until the 1st of the new year, whichever occurs first.

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 request.
3. The NALC will notify management prior to the selection of Choice Vacation Period how many weeks they desire blocked off during the Choice Vacation Period. If management is not notified prior to the beginning of choice selections, this time will be charged to Choice Vacation Period. .

SECTION 4 CANCELLATION OF LEAVE

1. All cancellations of approved leave of five days or more shall be reposted for four days and awarded by seniority as soon as possible after management has learned of the cancelled leave.
2. Cancellations will be posted in an easily-recognizable place for all eligible carriers' benefit. The place for the Wauconda Post Office will be at the time clock.
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.
4. Approved leave may be exchanged by carriers, if all the carriers senior to the parties desiring the exchange have been contacted by the Union and all are agreeable to the change. Union will notify management of any changes

SECTION 5 MISCELLANEOUS PROVISIONS

1. No carrier will have leave approved in excess of what is earned in that leave year until all carriers have selected and been awarded their selections on the 1st and 2nd go-arounds. 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.
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 to Jury Duty during scheduled Choice Vacation Period annual leave shall be given another Choice Vacation Period selection, if available.
5. If the Union or management feels there is a significant change in the number of Carrier Craft or CCA employees during the life of the Local Memoranda, either party may ask for an adjustment in the number of carriers and CCAs allowed off during the CVP and Other Leave periods in accordance with Article 10, Section 4, of the National Agreement, and the CCA MOU.

SECTION 6
CCA ANNUAL Leave PROVISIONS

1. CCAs will be included in the 12% complement of employees permitted off during the Choice Vacation Period and the 15% permitted off during the peak 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. Management may reduce the number of employees permitted off during the peak CVP season by one position for any week in which a CCA assigned to the office will experience the five-day break between appointments.
4. CCAs will not be included in the 12% complement of the carrier craft to be allowed off on annual leave in other than the CVP.
5. CCAs will be permitted to make 2nd round CVP selections, based upon relative standing, after career carriers have made their selections.
6. 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.
7. 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.
8. 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

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. 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 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 shall 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, part-time flexible carriers and CCAs may indicate their preference for such an assignment up until the Monday prior to the service week.
3. By the Monday 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 a vacancy replacement shall submit their bids in duplicate on the Form 13 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 Monday prior to the service week the assignment begins.
5. Vacancies known to Management shall be posted at the time clock where the eligible carriers can easily find which assignments are to be available for bidding with the start date.
6. The successful bidder of a temporary vacancy shall be so denoted on the daily schedule sheet and PS Form 3997.
7. Bidding on all full-time duty assignments shall be open to all full-time regular city carriers at all stations and offices within the jurisdiction of this Post Office.
8. Carriers desiring to apply for a posted position shall submit a sealed application on PS Form 1717 to the supervisor. The forms shall be available at the posting site.
9. The length of posting shall be ten days.
10. Results of the bidding shall be posted within 10 days.
11. The successful bidder shall be placed in the new assignment within 15 days, except in the month of December.
12. If there is a change in starting time of more than one hour from the starting time that is in effect at the date of the signing of this agreement, then the regular carrier assigned to that position shall determine whether the position is to be posted within three working days.
13. 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.”
14. The President of Branch 825, or his designee, shall be present at the opening of sealed bids.
15. Management will send a copy of PS Form 1716, Vacancy Notice to the Branch 825 office, indicating the time and place of the opening of the sealed bids.

ARTICLE 12
MISCELLANEOUS

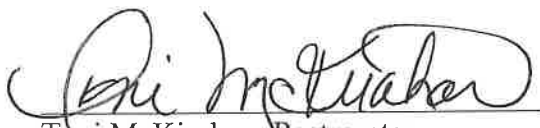
The parties agree that Branch 825 and the Wauconda, IL Post Office will continue with our regularly scheduled Labor-Management Meetings, on the fourth Thursday of the Second Month of each calendar quarter, at 10:00 A. M. It is also agreed that if during the interim time between scheduled Labor-Management Meetings, either party feels as extra or additional L-M Meeting of a timely nature would be beneficial, the parties will mutually agree to the time and date of the extra or additional L-M Meeting, with the usual L-M Representatives in attendance if available.

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 14th day of May, 2021, between representatives of the United States Postal Service, Wauconda, 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:



Toni McKirahan, Postmaster
Wauconda, IL 60084

For John Grace Branch 825, NALC:



Bill Schorsch, Vice President
John Grace Branch 825, NALC