

MEMORANDUM OF UNDERSTANDING BETWEEN THE
UNITED STATES POSTAL SERVICE
WAUKEGAN, IL 60085(& 60087)-9998
AND
THE NATIONAL ASSOCIATION OF LETTER CARRIERS

JOHN GRACE BRANCH 825, NALC
2019 - 2023

PREAMBLE

This Memorandum of Understanding, made and entered into at the Waukegan, 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 Waukegan 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at the national level with respect to wages, hours, and other terms and conditions of employment unless otherwise superseded by the terms of the National Agreement of 2019.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 or works with toxic materials. 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 Waukegan Post Office will be rotating non-scheduled days.
2. The relay/combo route position will have Saturday and Sunday as fixed non-scheduled days.
3. Each year, between October 15th and October 30th, carriers within the same swing group may exchange non-scheduled days for the entire year. Their change shall take effect on the first full pay period of January, coinciding with the new leave year.
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:
 - A. First, to open route on swing.
 - B. Second, if there is no open route on the swing, the T-6 will work another assignment within his group that is occupied by other than the regular carrier including a vacancy replacement who had bid on the assignment.
 - C. If there is no open route but more than one route with a vacancy replacement on the swing the T-6's assignment for that day is at their option within the swing.
 - D. Third, to open assignment off the swing at Management discretion.
 - E. PTFs will be given preference over CCAs in the event of bumping from opted assignments.
5. T-6 or Utility Carriers when called in on the Non-Scheduled Day shall have preference over a vacancy replacement working within his swing pursuant to the provisions of Article 3.4 of this LMOU. 0
6. 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 vacation if he 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 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 post office in the morning if they feel the situation warrants.
3. When management of the Waukegan Post Office receives a request from local, state, or federal officials regarding an emergency that may jeopardize the safety of employees, management shall consider the request with the safety of the employees being the prime consideration. The final decision to curtail or terminate operations will be made by the Installation Head.

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 City Carrier Assistants (CCAs).
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 (ODL).
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. Carriers placing their name on the ODL in any category may be required to work overtime when and where their services are needed, unless excused by management.
4. Carriers excused by management will be credited with an opportunity offered against equitability of opportunities within the quarter.

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

When additional parking spaces become available, the allocation of such spaces will be the subject of a labor-management meeting. Priority will be given to employees holding car contracts for mail delivery.

ARTICLE 9
ANNUAL LEAVE

SECTION 1
CVP, 1ST ROUND SELECTIONS

1. The Choice Vacation Period shall begin on the 3rd Sunday in April, and end on the last Sunday in September.
2. During the Choice Vacation Period (CVP), 12% from the total authorized complement of the carrier craft, will be allowed on annual leave.
3. Management will post a notice advising carriers of the dates of selections of the CVP and list the rules under which selections are to be made.
4. The Leave Selection Process shall consist of a First Go-Around for CVP Selections.
5. During the CVP, leave shall begin on Sunday unless otherwise requested and approved.
6. Choices for CVP leave will begin on the 1st Monday of November after Veteran's Day (November 11th).
7. CVP leave selections shall be made in accordance with seniority.
8. Management will post a leave chart and maintain it as leave is approved in accordance with the Local Memorandum.
9. Carriers with 20 or 26 days of annual leave will have the option of picking as their choices:
 - A. Three consecutive weeks.
 - B. Two consecutive weeks and one non-consecutive week.
 - C. Two separate non-consecutive weeks.
10. Carriers with 13 days of annual leave will have the option of picking as their choices:
 - A. Two consecutive weeks.
 - B. Two separate non-consecutive weeks.
11. Approved choice vacation period selection shall be posted by the 2nd Monday in December.
12. 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-Around. Requests over and above that number will be considered after the Second Go-Around. No employee shall be permitted to schedule more leave than accrued (current year and carry-over).

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

1. Carriers, who at their own option did not make any CVP Selections, may make their selections by seniority, up to the total number of leave hours earned during the year.
2. A Second Go-Around shall be held for Other Leave Selections as defined in Article 9 Section 1 of this agreement.
3. Applications for additional annual leave may include:
 - A. Selections of available spaces outside the CVP.
 - B. Selections of available spaces inside the CVP.
4. In case of duplicate selections submitted on the same day, seniority shall prevail. Additional applications for leave may be submitted at any time after the 1st and 2nd Go-Around on Form 3971. All Other Leave requests will be considered on a first come, first served basis pursuant to the leave provisions of this section. Seniority will be the tie-breaker for requests submitted on the same day.
5. 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.
6. The Second Go-Around shall begin after completion of the 1st Go-Around but no later than the 2nd Tuesday in December.
7. The 2nd Go-Around Selections will be approved and posted prior to the beginning of the leave year.
8. 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 requested leave before disapproving the leave, whenever possible.
9. During other than the CVP, 7% of the carrier craft will be allowed off on annual leave. Normal rounding procedures will be used when computing the numbers of carriers to be allowed off on annual leave in other than CVP.

SECTION 3
LEAVE FOR UNION BUSINESS

1. When an official NALC activity occurs during the CVP and the request is submitted after the determination of the CVP schedule, Management will make a reasonable effort to grant the request, consistent with the needs of the service.
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 6 spaces during the CVP for delegates to attend the Illinois State Convention.
4. Management will reserve 6 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 provided this does not deprive any employee of first choice of rescheduled vacation.

SECTION 4
CANCELLATION OF LEAVE

1. All cancellations of approved leave of five days or more shall be reposted for two days as soon as possible after management has learned of the cancellation.
2. Cancellations will be posted in an easily-recognizable place for all eligible carriers' benefit. The place for the Waukegan Post Office shall be immediately adjacent to the vacation board.
3. A carrier that has been the 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 bids by the same senior carrier on two consecutive cancellations.
4. 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 trade. Exchanges must be submitted to management by Saturday prior to the service week on which the leave begins.

SECTION 5
MISCELLANEOUS PROVISIONS

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. Only 1st and 2nd Go-Around leave requests will be accepted prior to the posting of the next leave year. 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.
3. Documented requests for Emergency Annual Leave shall be given full consideration by management in all cases.
4. No carrier may be called in from approved leave except in accordance with the National Agreement.
5. A carrier called to Jury Duty during scheduled Choice Vacation Period annual leave shall be given another CVP selection provided this does not deprive any employee of first choice for scheduled vacation.
6. 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 CVP and other periods in accordance with Article 10, Section 4.

SECTION 6
CITY CARRIER ASSISTANT LEAVE PROVISIONS

- 1) Non career CCA carriers will not be allowed to be added to the % percentage of carriers that can bid for prime time and non-prime time vacation slots.
- 2) Non career CCAs shall be allowed to bid on any open slots only after the first round bids have been made and awarded to the career workforce. Non career CCAs' bids made during the second round with those bids of career carriers will have their non seniority deemed below that of the least senior career employee. The bids will be considered in the order made so long as slots are open. Management will consider the relative standing for CCAs making bids at the same time for the same slots when insufficient slots are available unless the parties agree otherwise.
- 3) After the first and second bidding process has concluded, the remaining vacant slots on the board will be open for bid throughout the year to career and non-career carriers as it is now on a first come, seniority/standing based, as requested.
- 4) Non career CCA carriers are allowed to bid if they will have accumulated that leave by the time of the requested leave. All Non career CCA carrier requests must have documented leave on the books prior to leave being taken.
- 5) All non Career CCA carrier leave requests may be denied by management if it is evident the CCA will not have sufficient leave time earned by the time of the slot requested by virtue of the shortness of time to have accumulated the time due to an anticipated cutback in work available to employees or such other stated objective reason.
- 6) As before, to the extent a CCA does not use leave time, reimbursement shall be made by the end of the term or where the CCA has transitioned to become a full time career employee benefits may be transitioned by way of terminal pay or credit for leave time as both parties may agree. If no agreement occurs, terminal pay shall be awarded, as before.

Regarding Incidental Leave, the following language will be added:

All other Leave requests will be considered on a first come, first served basis pursuant to the leave provisions of this section. Seniority/Relative Standing will be the tiebreaker for requests submitted on the same day.

Additionally, the language of the parties submitted and discussed in the additional hearing held this day is incorporated since it is deemed consistent with the language above and the intent of the award. Some language may appear to be repetitive or redundant but the two sets of language when considered as a whole should guide the parties and avoid unforeseen problems. That additional language incorporated here is as follows:

- 1) City Carrier Assistants will not count towards the percentage of carriers off during the choice and non-choice vacation periods.
- 2) The entirety of Article 9 of the Waukegan, Illinois Local Memorandum of Understanding will apply to CCAs.
- 3) Management will be allowed to block out six (6) holiday weeks for City Carrier Assistants. The blocked weeks will be as follows: Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas and New Year's.
- 4) Management will be allowed to block out the month of December for CCA annual leave selections.

- 5) After the completion of each round of vacation bidding enumerated in Article 9 of the Waukegan, Illinois LMOU, City Carrier Assistants will be allowed to select weeks based on the relative standing order for the office.
- 6) The maximum of one (1) City Carrier Assistant will be allowed off per day/week through the choice and non-choice vacation periods.
- 7) For each week of leave/incidental day selected by a City Carrier Assistant, 1 (one) additional week/day will be placed on the leave board to compensate for the loss of the negotiated complement for the career workforce.
- 8) Article 9, Section 2 of the Waukegan LMOU will apply to CCAs for incidental leave requests.
- 9) Granting City Carrier Assistants leave under such provisions is contingent upon the employee having a sufficient leave balance when the leave is taken.

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 explore and determine duties available to the carriers who request light duty assignments.
2. 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 when it is determined that he is eligible. After it has been determined to grant temporary light duty, first consideration for light duty shall be given to:
 - A. Casing routes, including his own, and any other duties in the carrier craft.
 - B. Labeling carrier cases.
 - C. Rewriting and updating carrier directory of route books.
 - D. Auxiliary routes not showing 8 hours or any part of the assignment provided such work is available and the employee is physically capable to perform the duties.
 - E. Any other available assignments 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 until Monday 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 other media, mutually agreed upon by management and the union.
4. Wednesday prior to the service week before the assignment begins, management will notify the successful bidder.
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 to the Supervisor, Customer Service. The forms shall be available close to the posting.
8. The length of posting shall be ten days.
9. Results of the bidding shall be posted within 10 days.
10. The successful bidder shall be placed in the new assignment within 15 days, except in the month of December.
11. The President of Branch 825, or his designee, shall be present at the opening of the sealed bids.
12. Management will send a copy of Form 1716, vacancy notice to Branch 825 indicating the time and place of the opening of sealed bids.
13. Article 41, Section 3.0 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 all 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. 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.
15. Article 41, Section 3.0 shall be included in the Memorandum of Understanding at this office with the Union's one time right to delete this section reserved in accordance with the National Agreement.

ARTICLE 12

MISCELLANEOUS

1. At the Labor-Management Meeting held in the last month 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 each year.
2. Any carrier at their option may have their morning break option permanently changed officially by notifying management of their intent of taking Office Break(s) instead of street breaks. Option available will be:
 - A. One ten minute break in the office.
 - B. Two five minute breaks in the office.
3. LABOR-MANAGEMENT MEETINGS
 - A. Time and Place – Branch 825 and management shall meet on the second Wednesday of each month at 3:30 p.m. in room 24. The meeting shall not exceed one hour.
 - B. Attendance – Each party may have four members or less present.
 - C. Agenda – Items may be submitted in the form of subjects to be discussed two working days before the meeting.
 - D. Minutes – Management shall prepare the minutes of the monthly Labor-Management meeting after the exact wording has been agreed to by the President of Branch 825. Branch 825 shall receive two copies of the minutes.

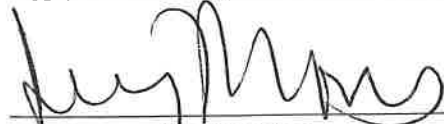
4. Summer uniforms may be worn at the option of the carrier. The convertible collar, short sleeve or long sleeve shirt or blouse may be worn without the tie. The tie must be worn when an outer garment is worn over the shirt or blouse.
5. A current seniority roster of all carriers shall be posted in unit semi-annually.
6. Stewards of Branch 825 may wear their steward badges while on duty.
7. Officials of Branch 825, NALC, may use the telephone for local calls when the business to be transacted involves the union and the United States Postal Service. The union official must obtain permission from his immediate supervisor before he leaves his work location to make the call.
8. The President of Branch 825 shall be notified two working days prior to any pre-employment orientation.

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, Waukegan, 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:



Jerry Ross, Postmaster
Waukegan, IL 60085 & 60087

For John Grace Branch 825, NALC:



Bill Schorsch, Vice President
John Grace Branch 825, NALC