

MEMORANDUM OF UNDERSTANDING BETWEEN THE  
UNITED STATES POSTAL SERVICE  
WINTHROP HARBOR, IL 60096-9998  
AND  
THE NATIONAL ASSOCIATION OF LETTER CARRIERS  
JOHN GRACE BRANCH 825  
2019 – 2023

**PREAMBLE**

This Memorandum of Understanding, made and entered into at the Winthrop Harbor, 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 Winthrop Harbor 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at the national level with respect to wages, hours, and other terms and conditions of employment unless otherwise superseded by the terms of the National Agreement of 2019.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 Winthrop Harbor Post Office shall be rotating non-scheduled days off.
2. Each year between November 1<sup>st</sup> and November 15<sup>th</sup>, all carriers within the same swing group may exchange non-scheduled days for the entire year. This will take effect on the first full pay period after January 1 and is contingent on the agreement of both parties.
3. T-6 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 Carrier shall be moved with the option of working another assignment within his group that is occupied by other than the regular carrier, including a vacancy replacement who had bid on that assignment. T-6s who are called in or assigned to work on their non-scheduled day will have the same "bump" rights as above. If there should be two (2) vacancies, with only one vacancy replacement on a hold down bid, the bid shall be honored. PTFs will be given preference over CCAs in the event of bumping from opted assignments.
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 the approved vacation if he so desires.

**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 operations will be curtailed.
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. The final decision regarding the curtailment or termination of postal operations shall be made by the Installation Head.
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 day designated as a holiday in the following order:

1. City Carrier Assistants (CCAs) and other non-career employees from the carrier craft up to the maximum extent possible.
2. Part-time flexible employees up to the maximum extent possible.
3. Full-time volunteers selected by seniority within the section.
4. Non-volunteers who would be working their N/S day, selected in 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 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, any and all available overtime.

**ARTICLE 7**  
**REASSIGNMENT**

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

**ARTICLE 8**  
**PARKING**

Management at the Winthrop Harbor Post Office will provide off-street parking spaces for all members of the letter carrier craft.

**ARTICLE 9**  
**ANNUAL LEAVE**

**SECTION 1**  
**CVP, 1<sup>ST</sup> ROUND SELECTIONS**

1. The Choice Vacation Period shall begin on the first Monday of the first full week in May and end on the last Saturday in September. The CVP will also include the week of Thanksgiving.
2. During the Choice Vacation Period, 20% of the Letter Carrier Craft, including CCAs, will be allowed off on annual leave, standard rounding procedures will apply.
3. Management will post a notice advising carriers of dates of selections for the CVP and list the rules under which selections are to be made.
4. If the union or management feels that 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 the CVP and Other Leave periods in accordance with Article 10, Section 4, of the National Agreement.
5. During the CVP, the leave shall begin on Sunday and end on Saturday, unless otherwise requested and approved.
6. The Leave Book shall be passed throughout the carrier force in order of seniority, beginning on the 1<sup>st</sup> Monday after Thanksgiving and completed by two weeks later.
7. The official Leave Book shall not leave the office. Each Carrier desiring to make a CVP Selection may hold the Leave Book for not more than one working day. Carriers not available because they are non-scheduled will make selections on the first day they return to work. Carriers unavailable due to approved leave may submit completed 3971s before the leave commences indicating, by numbered preference, their desired annual leave selections. Carriers may also call their requests in by telephone if they are absent when their selections are due.
8. Management will post a leave chart and maintain it as leave is approved in accordance with the local memoranda.
9. The Leave Selection Process shall consist of a First Go-Around for CVP selections.
10. Carriers with twenty (20) or twenty-six (26) days of annual leave yearly will have the option of picking as their choice:
  - A. Three consecutive weeks.
  - B. Two consecutive weeks and one other week.
  - C. Two separate weeks or one week
11. Carriers with thirteen (13) days of annual leave yearly and CCAs will have the option of picking as their choice:
  - A. Two consecutive weeks.
  - B. Two separate weeks.
12. Each carrier shall be given a written notice of the approved leave selection for that carrier.

13. Approved CVP selections shall be posted by the 1<sup>st</sup> Monday in April.
14. Any granting of CCA Leave under such provisions is contingent upon the employee having a sufficient leave balance when the leave is taken.

**SECTION 2**  
2<sup>ND</sup> ROUND SELECTIONS, OTHER LEAVE  
& LEAVE REQUESTS FOR LESS THAN 40 HOURS

1. After the leave Book has been passed and the CVP selections made and approved, and no later than two Mondays after first Go-Around selections began, a second Go-Around, using the same selection process as outlined in Article 9.1 of this LMOU, shall be held for Other Leave selections as defined below:
2. Carriers, including CCAs, 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, Section 5.
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. Selections of available spaces outside the CVP.
4. In case of duplicate selections submitted on the same day, seniority/relative standing shall prevail.
5. This leave shall be posted no later than the 4<sup>th</sup> Monday in December with the carrier being notified in writing of the vacation approved for that carrier as soon as possible.
6. If a request is submitted over three (3) weeks prior to the start of the requested leave, Management will give the employee at least two (2) weeks notice of the disposition of the requests.
7. Requests submitted with less than three (3) 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.
8. Management will provide for at least 20% of the Letter Carrier Craft, including CCAs, to be allowed off on annual leave in other than CVP.
9. Any granting of CCA Leave under such provisions is contingent upon the employee having a sufficient leave balance when the leave is taken.

**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. Management will reserve one space during the CVP for delegates to attend the Illinois State Convention.
4. Management will reserve one space 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

1. All cancellations of approved leave of five days or more shall be reposted for two days and awarded by seniority as soon as possible after management has learned of the cancelled leave. Blocks of cancelled leave of two (2) weeks or more will be posted in one (1) week increments and subject to the terms of Article 9.4.2 of this LMOU below.
2. 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 to only two consecutive bids on cancelled leave.
3. 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 trades are agreeable.

#### **SECTION 5** MISCELLANEOUS PROVISIONS

1. The last two weeks of December will not be considered as part of the Leave Year. Leave for this period will be approved at the discretion of management only.
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 Choice Vacation Period annual leave shall be given another Choice Vacation Period selection.
5. Carriers who become ill while on annual leave during the CVP for over a period of 5 leave days shall be allowed another selection during the CVP.
6. 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-Arounds. Requests over and above that number will be considered after the Second Go-Around. 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.
7. No leave requests will be accepted prior to the posting of the beginning of the next leave year. The leave year begins on the first full week of a complete pay period in January each year. The Postal Service will notify employees of the new leave year each November.

**ARTICLE 10**  
**ASSIGNMENT OF ILL/INJURED EMPLOYEES**

1. A committee consisting of the President of Branch 825, or designee, and the installation head, or designee, will explore and determine duties available to the Carrier who requests light duty assignments.
2. When a letter carrier requests light duty assignments and is eligible in accordance with Article 13 of the National Agreement, management will agree to put an incapacitated letter carrier on light duty when it is determined that they are eligible. After it has been determined to grant temporary light duty, first consideration for light duty be given to:
  - A. Casing routes, including his own and any other duties in the Carrier Craft.
  - B. Labeling of carrier cases.
  - C. Rewriting and updating carrier directory or route book.
  - 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 craft duty assignments of anticipated duration of five days or more.
2. Full-time reserve letter carriers, unassigned regulars, part-time flexible carriers and city carrier assistants (CCAs) may indicate their preference for such an assignment up until the Wednesday prior to the service week that the assignment begins. Nothing in this item shall restrict an eligible carrier from bidding on a vacant assignment later if no other eligible employee bids on the vacant assignment.
3. By the 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 a vacancy replacement shall submit their bids in duplicate on a union supplied temporary bid form or buck slip, 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 the time clock where the eligible carriers can easily find which assignments are to be available for bidding with the start 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(s).
7. Management will notify the local Union Representative of the successful bidder of a vacancy replacement and so denote on the daily schedule sheet and Form 3997.
8. The Union shall inform Management of the type of break is requested for the following year. This will go into effect January 1<sup>st</sup>, each year.
9. Bidding on all full-time regular duty assignments shall be open to all full-time regular city carriers at all stations and offices within the delivery area served by this post office.

10. Carriers desiring to apply for a posted position shall submit a sealed application on PS Form 1717 to the Postmaster. The forms shall be available at the posting site.

10. The length of posting shall be ten (10) days or pursuant to 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 fifteen (15) days, except in the month of December.

13. The President of Branch 825, or his designee, shall be present at the opening of sealed bids.

14. 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.

15. 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 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.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.”

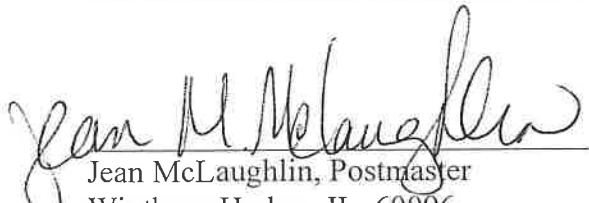


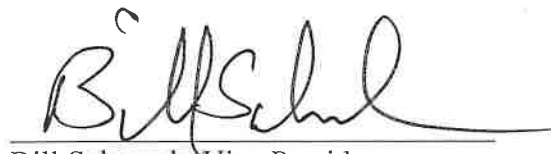
**ARTICLE 12**  
**SEPARABILITY & DURATION**

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, Winthrop Harbor, 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: For John Grace Branch 825, NALC:

  
Jean McLaughlin, Postmaster  
Winthrop Harbor, IL 60096

  
Bill Schorsch, Vice President  
John Grace Branch 825, NALC