

MEMORANDUM OF UNDERSTANDING BETWEEN THE
UNITED STATES POSTAL SERVICE
ZION, IL 60099-9998
AND
THE NATIONAL ASSOCIATION OF LETTER CARRIERS
JOHN GRACE BRANCH 825
2019 – 2023

PREAMBLE

This Memorandum of Understanding, made and entered into at the Zion, 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 Zion 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at the national level with respect to wages, hours, and other terms and conditions of employment unless otherwise superseded by the terms of the National Agreement of 2019.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. All letter carrier routes at the Zion Post Office shall rotate days off.
2. Each year between November 1st and November 15th, carriers within the same swing may exchange non-scheduled days for the entire year. This shall take effect the first full service week of the next year.
3. Carrier technician, 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 Carrier Technician, 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 a temporary bid on that assignment. A Carrier Technician, T-6, or Utility Carrier 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 is bumped or working their Non-scheduled Day is as follows:
 1. Unoccupied route on swing.
 2. Bump PTF with opt (hold-down) 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. PTFs will be given preference over CCAs in the event of bumping from opted assignments. The relative standing for CCAs will determine which CCA will be bumped (by inverse seniority) in the event there is more than one CCA with an opt on the same swing pursuant to the relative standing provisions of Article 41.2B of the National Agreement. When a PTF or CCA is bumped off an opted hold down, management will place them on an open assignment when available and make a reasonable effort to preserve the hours of the approved opt for the bumped PTF or CCA carrier.

3. Open route/assignment off swing.
4. Carriers shall not be required to work 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.

ARTICLE 4 CURTAILMENT OF POSTAL OPERATIONS

1. 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.
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 and 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 in the following order:

1. City Carrier Assistants (CCAs)
2. Part-time flexible employees.
3. Full-time volunteers who have volunteered to work their holiday, by seniority.
4. Full-time volunteers who have volunteered to work their N/S day, by seniority.
5. Non-volunteers who will be working on their N/S day, selected in inverse seniority.
6. Non-volunteers who will be working their holiday, or 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, any assignment
 3. (12), Carriers, any and all available overtime.

ARTICLE 7
REASSIGNMENT

The entire Carrier Craft at the Zion Post Office, and all stations and branches, shall constitute a section for the purpose of reassignments.

ARTICLE 8
PARKING

Management will assign available parking spaces whenever spaces become available.

ARTICLE 9
ANNUAL LEAVE

SECTION 1
CVP, 1ST ROUND SELECTIONS

1. The Choice Vacation Period shall begin the fourth Sunday in April and run for 22 consecutive weeks.
2. During the Choice Vacation Period 14% of the Carrier Craft, including CCAs, will be allowed off on annual leave, standard rounding procedures will apply.
3. All Carriers will be advised by November 1st of the methods for making annual leave selections for the coming leave year.
4. The first leave go-around shall begin on the last Monday of October each year. A leave calendar will be passed throughout the carrier section in order of seniority/relative standing. Each carrier, including CCAs, shall indicate their selection for CVP on PS Form 3971 and the supervisor will immediately record the leave on the leave calendar. No carrier may hold the leave calendar for more than one working day. Carriers may submit completed PS Form 3971s for CVP selections prior to the start of the leave subject for approval pursuant to the terms of LMOU. If absent for leave selection (excluding non-scheduled days) the Union will attempt to contact the carrier by phone by the close of business that day. The calendar will then be passed to the next carrier the next day. The skipped carrier may call in selections to the Union steward or submit them on a PS Form 3971 as soon as possible. The language on absences also applies to second round selections of annual leave.
5. All selections shall be completed no later than four (4) weeks after the beginning of the CVP selection process.
6. Management will post a Leave Chart and maintain it as leave is approved in accordance with the Local Memorandum. 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.
7. During the CVP, leave shall begin on Sunday and end on Saturday unless otherwise requested and approved.
8. Carriers who earn twenty (20) or twenty-six (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.
9. Carriers who earn up to thirteen (13) days of annual leave will have the option of picking as their choices:
1. Two consecutive weeks.
 2. Two separate non-consecutive weeks.
10. Each carrier shall be given a signed PS Form 3971 for the approved leave selection for that carrier.
11. In the event that there is not sufficient number of weeks during the CVP to cover the required number of slots, an additional slot(s) will be made available during CVP until the First Round is completed.
12. 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
2ND ROUND SELECTIONS, OTHER LEAVE
& LEAVE REQUESTS FOR LESS THAN 40 HOURS

1. Carriers, including CCAs, who at their own option made no selection during the CVP may make selections up to the number of weeks of leave earned during the year on the 2nd Round.
2. Each carrier, including CCAs, will be allowed to select additional leave, up to the number of weeks earned during the year, by seniority/relative standing on PS Form 3971, in duplicate. These selections may include:
 1. Selection of available spaces in the CVP.
 2. Selection of available spaces outside of CVP.
3. The Second Go-Around shall begin 4 weeks after the 1st Go-Around, using the same procedures as the 1st Go-Around.
4. 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.
5. Annual leave requests not meeting the above requirements will be handled based on service needs. Approval or disapproval will be given as soon as possible, but no later than the end of tour, day prior to start.
6. Other than the CVP, up to 10% of the authorized Carrier Craft Complement, including CCAs, will be allowed off on Annual Leave, standard rounding procedures will apply.
7. Any granting of CCA Leave under such provisions is contingent up 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 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 NALC National Convention.
4. Management will reserve one space during the CVP for delegates to attend the Illinois State Convention.
5. Convention leave will not be charged to the delegate's CVP selection if he is within the number of employees that spaces are reserved for.

SECTION 4
CANCELLATION OF LEAVE

1. All cancellations of approved leave of five days or more shall be reposted for three days and awarded by seniority as soon as possible after management has learned of the cancelled leave, up to the maximum allowed in CVP.
 - A. Cancellations will be posted in as easily-recognizable place for all eligible carriers' benefit. The place for the Zion Lake Post Office will be at the time clock on a separate piece of paper.
 - 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 a cancellation in a rotating manner. This language applies only to two consecutive bids on cancelled leave.
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 agreeable to the trade.

SECTION 5
MISCELLANEOUS PROVISIONS

1. Documented requests for Emergency Annual Leave shall be given full consideration by management in all cases.
2. A carrier called for Jury Duty during the scheduled Choice Vacation Period annual leave shall be given another Choice Vacation Period selection, when time permits.
3. Carriers who become ill while annual leave during the CVP for a period of five (5) consecutive leave days shall be allowed another selection during CVP if space is available and proper Medical Certification is furnished.
4. No carrier may be called in from approved leave except in accordance with the National Agreement except in accordance with the National Agreement.
5. One space will be reserved for Military Leave when required.
6. Approved leave granted to CCAs, under the above provisions is contingent upon the CCA carrier having a sufficient leave balance when the leave is taken pursuant to Postal regulations, handbooks and manuals.

7. 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.

ARTICLE 10

ASSIGNMENT OF ILL/INJURED EMPLOYEES

1. A committee consisting of the President of Branch 825 or his designee, and the Postmaster, or his designee, will explore and determine duties available to carriers who request light duty assignments.
2. Light duty assignments shall include, but not be limited to, all carrier duties which the carrier is able to perform safely.

ARTICLE 11

POSTING

1. Management will make known to all eligible employees, by posting on letter carrier bulletin boards, any temporarily vacant Full-Time Craft Duty Assignment of anticipated duration of five (5) days or more. Previously approved requests for opts on hold down assignments will be honored should the incumbent carrier cancel leave pursuant to all other applicable terms of the LMOU providing there is a duration of a minimum of five (5) continuous regular schedule days of the assignment remaining after the date the incumbent carriers returns to the route. If there are less than five days duration of the regular schedule remaining, the requested opt is considered terminated pursuant to Article 41 of the National Agreement.
2. Full-Time Reserve Letter Carriers, Unassigned Regulars, Part-Time Flexible Carriers, and CCAs may indicate their preference for such assignments 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 the Branch 825 Form.
4. The successful bidder of a temporary vacancy shall be so denoted on the Daily Schedule Sheet and Form 3997.
5. Bidding on all full-time regular positions shall be open to all full-time regular carriers.
6. Carriers desiring to apply for a posted position shall submit a sealed application on PS Form 1717 to the Installation Head.
7. The length of posting shall be ten days (10) days or pursuant to Article 41 of the National Agreement.
8. The President of Branch 825, or his designee, shall be present at the opening of sealed bids at a mutually agreed to time.
9. Results of the bidding shall be posted within ten (10) days of opening.
10. The successful bidder shall be placed in the new assignment within fifteen (15) days, except during the month of December.
11. If there is a change of starting time of more than on (1) 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 (3) working days.
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 the sealed bids. A copy will also be given to the local steward.

13. Article 41, Section 3.0 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.”

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

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, Zion, 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:



Lisa Sullivan, Postmaster
Zion, IL 60099

For John Grace Branch 825, NALC:



Bill Schorsch, Vice President
John Grace Branch 825, NALC