

LOCAL MEMORANDUM OR UNDERSTANDING
BETWEEN
AMERICAN POSTAL WORKERS UNION, AFL-CIO
MILWAUKEE AREA LOCAL
AND
U.S. POSTAL SERVICE
CUDAHY POST OFFICE
NOVEMBER 21ST, 2010

APWU CRAFT

ARTICLE VIII. HOURS OF WORK

SECTION 1. OVERTIME ASSIGNMENTS

- A. Overtime assignments shall be in conformance with the provisions of Article 8, Section 5 of the National Agreement.

SECTION 2. WASH UP TIME

1. The amount of wash up time granted each employee shall be subject to the grievance procedure. The principles of wash up time, as set forth in the National Agreement shall be applied.
2. Employees will be allowed (2) ten (10) minute breaks during an eight (8) hour shift.

APWU CRAFT

ARTICLE X. LEAVE

SECTION 1 CURTAILMENT OF SERVICES

1. Guidelines for curtailment, or termination of Postal Operations to conform with Local authorities or as conditions warrant because of emergency conditions.
 - A. The Postmaster, or his designee, after consideration of appropriate Federal, State and Local Governmental recommendations and directives shall cause an announcement to be made in a timely manner by local radio/phone as to whether employees off duty shall be required to report for duty as scheduled.

No announcement will be made if employees are required to report as scheduled.

He shall give the text of such an announcement to the supervisor on duty responsible for taking calls from off duty employees.

It is understood that civil disorders, military attack and extreme weather conditions, such as snow storms and tornado warnings are to be included in the items to be considered for termination or curtailment of services. In the specific case of tornado warnings, employees who are traveling on the roads in a duty capacity, are to call their immediate supervisor for instructions on whether to take cover, return to the office, delay their travel, etc. Until such time as the warning has been lifted.

SECTION 2. FORMULATION OF LOCAL LEAVE PROGRAM (ALL CRAFTS)

1. The choice period shall be January through the first full week following the last Friday in November.
 - A. Selection for the choice vacation periods shall be held during the first week of December and be completed by the last week of December.
2. During the initial vacation picks period, an employee shall be entitled to (1) one choice. The choice may be split, at the employee's option, into a maximum of (2) two parts of (5) day increments .
3. One (1) clerical employee shall be granted A/L at one time during the choice period with in their earned leave category.

4. The selection of choice vacation periods shall be on a seniority basis.
 - A. The second round shall immediately follow the first round of selection and shall be for no more than one (1) week using the same order of selection as 4 above.
 - B. The third round shall immediately follow the second round of selection and shall be for no more than one (1) week using the same order of selection as 4 above.
 - C. The fourth round shall immediately follow the third round of selection and shall be for no more than one (1) week using the same order of selection as 4 above according to their earned leave category.
 - D. Upon completion of (4) above the employee shall post an annual leave calendar and give notice of a date through which additional requests for unused Annual Leave shall be approved on a seniority basis.
5. All leave request outside the choice period shall be by submission of PS Form 3971 in duplicate and granted by seniority. Such leave requests shall be either approved or disapproved by management no later than three (3) days from the date of submission. If the duplicate PS Form 3971 is not returned to the requesting employee with the decision of management within the three (3) days, the leave request shall be considered granted.
 - A. Annual leave requests for eight (8) hours or more (except emergency leave shall be requested in writing on a duplicate Form 3971 at least two (2) days in advance.
 - B. Management will render a decision as soon as possible based on the applicant's seniority, but no later than one (1) calendar day prior to the requested period.
 - C. If, under Subsection 1 above, a request is made for a unit of five (5) days or more, a decision shall be rendered at least seven (7) calendar days prior to the requested period if the application was submitted at least (2) weeks prior.
 - D. Employees requesting short-term annual leave when at work shall submit their request to their supervisor within the first two (2) hours of their tour.
 - E. Management shall render a decision based on the applicant's seniority, whether the request may be granted or denied. Management's decision shall be made known to the employee no later than the third hour of the tour.
6. Each employee shall be required to submit, duplicate, PS Form 3971 "Request for, or Notification of, Absence" immediately following his or her selection of annual leave. Each 3971 submitted shall be time dated on the clock, where available. Where no time clock is available the Form 3971 shall be hand bumped with a postmark.
7. Duplicates of the Form 3971 submitted for leave during the choice periods (s) shall be returned to the requesting employee no later than January 2nd.
8. The first day of any employee's vacation shall be the 2nd day of the service week. (Sunday)

9. In the event of cancellation of all or any part of the employees approved leave selection it shall be available, by bid, to other employees on a seniority basis. Any employee desirous of relinquishing annual leave in the choice period for which he or she has signed will notify, in writing, a member of management fourteen (14) days in advance of the vacation period to allow sufficient time for posting, except in an emergency, and there is no time to post. The opportunity for this opening would be offered on a seniority basis to other employees.
10. Attendance at National and/or State Conventions shall be charged to the choice periods, unless the employee is a delegate, in which case he would be entitled to another choice.
11. Any annual leave to attend Union activities shall be charged to choice vacation period, unless the employee is a steward or delegate.
12. During the last two weeks in November, employees will be permitted to select annual leave for the period beginning December 28 through the first full week in January by submission of PS Form 3971, Request for or Notification of Absence. One clerical employee shall be granted leave by seniority.
13. Annual leave, outside the choice period, for holiday weeks may not be submitted more than thirty (30) days in advance, and such leave will not be granted to the same employee more than once during a calendar year.

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ARTICLE XI HOLIDAYS

SECTION 1. HOLIDAY SCHEDULE

- A. The employer will determine the number and categories of employees needed for holiday work and a schedule shall be posted as of the Tuesday preceding the service week in which the holiday falls.
- B. As many full-time and part-time regular schedule employees can be spared will be excused from duty on a holiday or day designated as their holiday.
- C. If full-time regulars are required to work the holiday it shall be first on a voluntary basis to the senior clerk(s) who volunteered.
- D. All PSE employees must be utilized on a Holiday to the maximum extent possible, even if the payment of overtime is necessary.**
- E. If, after the provisions of C and D above have been met, any additional full-time regulars are required to work, it shall be on a rotating basis by juniority.

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ARTICLE XIII ASSIGNMENT OF ILL OR INFURED REGULAR WOKRFORCE
EMPLOYEES

SECTION 1 LIGHT DUTY

1. Temporary light duty assignment may be made upon written request of the employee to the postmaster, substantiated by written medical certification.
2. After consultation between the employer and the union representative for the craft the light duty work exists in, such assignment shall be in accordance with the provisions of Article 13 of the National Agreement.
3. When the duties of the light duty assignments are primarily the work of the Clerk Craft, Clerk Craft employees requesting light duty shall have priority to this assignment over any employee from another craft. (This provision shall not apply when an employee outside the clerk craft requests light duties due to limitations caused by an occupational injury or disease.)
4. In accordance with the National Agreement, the parties recognize that a light duty assignment does not guarantee any set number of hours to a part-time flexible employee.

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ARTICLE XX PARKING

1. When parking space on the Postal grounds is available a Committee shall be established consisting of one (1) member of management and to include a representative of the American Postal Workers Union to resolve parking problems as they may arise.

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ARTICLE XXXVII CRAFT SUPPLEMENTAL PRINCIPLES OF SENIORITY

SECTION 1. FULL TIME REGULARS

- A. They shall apply to all full time regulars employees in so far as it implies to the equitable distribution of assignments duties and hours of work, provided such distribution is not in conflict with the National Agreement and other Articles of the Memorandum of Understanding.

SECTIONS 2. PART TIME FLEXIBLES

- A. Duties shall be equitably distributed in so far as possible.
- B. Duty hours available shall be equitably distributed in so far as is possible.

SECTION 3. POSTING AND BIDDING

1. When a decision is made to change the starting time of a full time regular duty assignment by more than one hour, the incumbent shall have the option of accepting the new reporting time. If the incumbent accepts the new reporting time, the assignment will not be reposted.


SECTION 4. SENIORITY LIST

The Installation Head shall post an updated seniority list on an employee bulletin board by December 1, and June 1 each year. A copy shall be provided to the Local APWU at the same time.

THIS LOCAL MEMORANDUM OF UNDERSTANDING
SHALL BE EFFECTIVE NOVEMBER 21, 2010
AND SHALL REMAIN IN FULL FORCE AND EFFECT
UNTIL A NEW LOCAL MEMORANDUM OF UNDERSTANDING
IS NEGOTIATED AS A RESULT OF NEGOTIATIONS
AT THE NATIONAL LEVEL.

THIS MEMORANDUM OF UNDERSTANDING
IS ENTERED INTO ON THE FIRST DAY SEPTEMBER 16TH, 2011
BETWEEN THE REPRESENTATIVE FOR THE
UNITED STATES POSTAL SERVICE AND THE DESIGNATED AGENT
FOR THE AMERICAN POSTAL WORKERS UNION, PURSUANT
TO THE LOCAL IMPLEMENTATION PROVISIONS OF
THE 2000 NATIONAL AGREEMENT.


POSTMASTER - 9/29/11
USPS


DIRECTOR, SSCF 9/29/11
APWU