

LOCAL MEMORANDUM OR UNDERSTANDING
BETWEEN
AMERICAN POSTAL WORKERS UNION, AFL/CIO
MILWAUKEE AREA LOCAL
AND
U. S. POSTAL SERVICE
DARIEN POST OFFICE
NOVEMBER 1, 1991

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 these instances where operations are curtailed or terminated as set forth above, the employer shall apply the current administrative leave policy.

SECTION 2. Formulation of Local Leave Program (All Crafts)

1. The choice period shall be January 1 through November 30.
 - A. Selection for the choice vacation periods shall be held during the second week of December
2. All employees shall be granted their full allotment of up to fifteen (15) continuous days within the choice period, according to their earned leave category.
3. One (1) clerical employee shall be granted leave at one time during the choice period. This will permit all clerical employees to choose, at their option, and within their earned leave category up to three (3) continuous week periods during the choice period.

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 (1) week using the same order of selection as 4 above.
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 seven (7) days from the date of submission. If the duplicate PS Form is not returned to the requesting employee with the decision of management within the seven (7) days, the leave request shall be considered granted.
6. Each employee shall be required to submit, in duplicate, a 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 period(s) shall be returned to the requesting employee no later than January 15th. Leave requests under #5 above shall be returned within seven (7) days as specified.
8. The first day of any employee's vacation shall be the first day of the calendar week.
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 seven (7) 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.

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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.

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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. All casual and part-time flexible employees must be utilized on a holiday to the maximum extent possible, even if the payment of overtime is necessary.
- D. 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.
- 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 INJURED REGULAR WORKFORCE EMPLOYEES

SECTION 1. Light Duty

1. Temporary light duty assignments 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 representatives for the craft the light duty work exist 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 assignment are primarily the work performed by the Clerk Craft, Clerk Craft employees requesting light duty shall have priority to this assignment over any other employee from another craft. (This provision shall not apply when an employee outside the clerk craft requests light duties due to limitations caused by 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. Available parking space on the Postal grounds shall be granted to craft employees. 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 in not in conflict with the National Agreement and other Articles of the Memorandum of Understanding.

SECTION 2. Part Time Flexibles

- A. It is the intent that the duties shall be equitably distributed in so far as possible.
- B. It is the intent that the 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 1, 1991, 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 OF NOVEMBER, 1991, 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 1991 NATIONAL AGREEMENT.


POSTMASTER - USPS


DIRECTOR, NSCF APWU


DIRECTOR, SSCF APWU