

LOCAL MEMORANDUM OF UNDERSTANDING
BETWEEN
AMERICAN POSTAL WORKERS UNION, AFL-CIO
MILWAUKEE AREA LOCAL
AND
U.S. POSTAL SERVICE
PLYMOUTH POST OFFICE
AND ALL OF ITS RMPO'S

October 21, 2016

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.
- B. For the purpose of calling overtime, the Plymouth Post Office (APO), and each of its Remotely Managed Post Offices (RMPO) will all be separate sections.**
- C. When overtime is needed, management will utilize qualified employees on the overtime desired list (OTDL) in the section where the overtime is needed, on a rotating basis starting with the senior employee on the overtime desired list.**
- D. If there are not enough OTDL employees in that section, overtime volunteers from another section who are qualified to do the work can be utilized on a rotating basis, as long as the overtime volunteers from the section that is called, are utilized to the maximum extent possible.**
- E. If there is still an additional need for overtime, qualified non-career employees will be utilized on a rotating basis starting with the junior employee from outside that section.**
- F. If there is an additional need beyond the OTDL from all sections, qualified employees not on the OTDL from the section where the overtime is being called, will be utilized on a rotating basis, starting with the junior employee.**
- G. If there is still an additional need for overtime, qualified employees from outside the section not on the OTDL, will be utilized on a rotating basis starting with the junior employee from outside that section.**

Accordingly, the below pecking order is how overtime shall be called;

**Quarterly OTDL in Section
Quarterly OTDL out of Section
Non- Career Employees
Non-Volunteers in Section
Non-Volunteers out of Section**

- G. The employer shall make every effort to give employees at least one (1) hour advance notice of overtime, to the extent possible.

SECTION 2. Wash Up Time

- A. 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 X. LEAVE

SECTION 1. Curtailment of Services

- A. Guidelines for termination of Postal Operations to conform with Local authorities or as conditions warrant because of emergency conditions.

1. 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 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)

- A. The choice period shall be from January 1st through December 31st.
1. Selection for the choice vacation periods shall start December 1st and be completed by December 31st.
 2. At the time of selection, employees shall submit their vacation pick(s) on a PS Form 3971 in duplicate, to their supervisor. Management shall furnish official written notice to each employee of his/her approved vacation by utilizing the duplicate PS Form 3971 and return it to the employee no later than January 2nd.
- B. All employees shall be granted their full allotment of up to ten (10) days, either continuous or in two 5 day increments at the employee's option.
- C. **One (1) clerical employee shall be granted leave at one time during the choice period in the Plymouth APO Cluster (main office and RMPO's).**
- D. The selection of choice vacation first round periods shall be by clerk craft seniority.
1. 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 D above.
- E. **All leave requested after the provisions in D above have been completed, shall be by submission of a PS Form 3971 in duplicate to the supervisor. If the annual leave quota is not filled, the leave shall be granted and the duplicate PS Form 3971 approved and returned to the employee within seven (7) days from date of submission of PS Form 3971. This provision shall not apply to annual leave if;**
- 1) **The request is for 40 hours or more and the PS 3971 is submitted less than 7 days prior to the date requested annual leave is to begin, or;**
 - 2) **If the employee is requesting at least 8 hours, but less than 40 hours and the 3971 is submitted less than 3 days prior to the date the requested annual is to begin, or;**
 - 3) **The employee is requesting 8 hours or less if the PS 3971 is submitted less than 1 day prior to the date the requested annual is to begin.**
- F. Approval of requested annual leave not submitted by the required cut off dates will be at the option of the employer
- G. The first day of the employee's vacation shall be the 3rd day of the service week. (Monday) Exceptions may be granted by agreement among the employee, the Union representative and the employer.

- H. An employee may cancel any annual leave, in whole or in part. Such cancellation shall be by submission of a PS Form 3971 to the supervisor twenty one (21) days in advance of the first day of the vacation period. Canceled leave shall be offered to employees on a first come seniority basis. The twenty one (21) day time for cancellation shall be waived if the employee is able to document the reason for cancellation was unknown 21 days in advance of the leave period or was caused by a situation beyond the employee's control.
- I. An employee who is called to jury duty during their scheduled choice vacation period is eligible for another available period provided this does not deprive any other employee of first choice for scheduled vacation.
- J. 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.
- K. Any annual leave to attend Union activities shall be charged to choice vacation period, unless the employee is a steward or delegate.
- L. The employer shall, no later than November 1, publicize on bulletin boards, the beginning date of the new leave year, which shall begin with the first day of the first full pay period of the 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 **for each section** and a schedule shall be posted as of the Tuesday preceding the service week in which the holiday falls.
- B. For the purpose of Holiday Calls, the Plymouth Post Office (Area Post Office-APO) and each of its Remotely Managed Post Offices (RMPO) will be separate sections and the pecking order for Holidays will be as follows;**
- C. Part time flexible employees to the maximum extent possible, even if the payment of overtime is necessary.**
- D. Full time employees who have volunteered to work their holiday by section, by seniority.**
- E. PSE clerks to the maximum extent possible even if the payment of overtime is necessary.**

- F. Full time employees who have volunteered to work their non-scheduled day, by section, by seniority.
- G. Any full time employees who have not volunteered to work their holiday by section, by juniority, on a rotating basis.
- H. Any full time employees who have not volunteered to work their non-scheduled day, by section, by juniority, on a rotating basis.

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ARTICLE XIII ASSIGNMENT OF ILL OR INJURED REGULAR WORKFORCE EMPLOYEES.

SECTION 1. Light Duty

- A. Temporary light duty assignment may be made upon written request of the employee to the postmaster, substantiated by written medical certification.
- B. After consultation between the employer and the union 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.
- C. 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 employees 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.)
- D. In accordance with the National Agreement, the parties recognize that a light duty assignment does not guarantee any set number of **daily or weekly** hours

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ARTICLE XVII REPRESENTATION

SECTION 1. Labor/Management

- A. Joint labor/management meetings shall be held when requested by the Union / Employer on matters of concern to crafts involved.

ARTICLE XX. PARKING

SECTION 1. Parking

- A. Excluding EMA rural carriers, all available employee parking space on the postal grounds shall be on a first come, first serve basis.

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 Flexible

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

SECTION 3. Posting and Bidding

- A. If the starting time of a full time duty assignment is to be changed by more than one (1) hour, after consultation (if there is no agreement between the employer and the union), the position shall be reposted.

SECTION 4. Seniority List

- A. 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.

THE LOCAL MEMORANDUM OF UNDERSTANDING SHALL
BE EFFECTIVE DECEMBER 1, 2016
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 2016
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 2015-2018 NATIONAL AGREEMENT.


Peter Thielmann-Postmaster, USPS


Date


Chris Czubakowski - Dir. NSCF Milw. Area Local - APWU


Date


Paul J. McKenna - President Milw. Area Local - APWU


Date