

LOCAL MEMORANDUM OR UNDERSTANDING
BETWEEN
AMERICAN POSTAL WORKERS UNION, AFL-CIO
MILWAUKEE AREA LOCAL
AND
U.S. POSTAL SERVICE
DELAFIELD POST OFFICE

APWU CRAFT

ARTICLE VIII. HOURS OF WORK

SECTION 1. Overtime Assignments

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

SECTION 2. Wash Up time

1. Postmaster will grant sufficient wash up time to each employee before lunch and prior to end tour subject to the grievance procedure. The principles of wash up time, as set forth in the National Agreement shall be applied.

APWU CRAFT

ARTICLE X. LEAVE

SECTION 1. Guidelines for Curtailment

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 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.

APWU CRAFT

ARTICLE 10. LEAVE

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

1. The choice period shall be January through the month of November.
 - A. Selection for the choice vacation periods shall be held during the second week of December.
 - B. 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 2.
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.
4. The selection of choice vacation first round 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 annual leave requested after the provisions of 4 A and B above have been completed, including leave requests both inside and outside the choice period, shall be on a seniority basis. If the annual leave requested is for the choice period and the quota is not filled, the leave shall be granted and the duplicate PS Form 3971 marked approved and returned to the employee within seven (7) days from the date of choice period, 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. (This will not apply if the PS Form 3971 is submitted during the absence of the Postmaster of one (1) week or more. In this situation, the seven (7) day time period will begin the first day the Postmaster returns to duty.)
6. The first day of any employee's vacation shall be the first day of the calendar week. (Monday) Exceptions may be granted by agreement among the employee, the Union representative and the employer.

7. In the event of cancellation of all or any part of the employees approved leave selection it shall be by submission of a PS Form 3971 to the supervisor. Such cancellation shall be offered to 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 management by submitting PS Form 3971. This form to be submitted fourteen (14) days in advance of the vacation period to allow sufficient time for posting.

The fourteen (14) day time limit for cancellation shall be waived if the employee is able to document the reason for cancellation was unknown fourteen (14) days in advance of the leave period, or was caused by a situation beyond the employees control.

8. An employee who is called for jury duty during their scheduled choice period is eligible for another available period provided this does not deprive any other employee of first choice for scheduled vacation.
9. Attendance at National and/or State Conventions shall be charged to the choice periods.
10. Any annual leave to attend Union seminar or function shall be charged to choice vacation period.
11. 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.

APWU CRAFT

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. A 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.

APWU CRAFT

ARTICLE XIII ASSIGNMENT OF ILL OR INJURED REGULAR WORKFORCE 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 assignments 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 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.)
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.

APWU CRAFT

ARTICLE XX. PARKING

1. Available parking space on the postal grounds shall be divided proportionally between crafts and within the crafts, on a seniority basis. 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 mat arise.

APWU CRAFTS

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 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.

DELAFIELD, WISCONSIN 53018

THIS LOCAL MEMORANDUM OF UNDERSTANDING
SHALL BE EFFECTIVE SEPTEMBER 1, 2011
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 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
2010 NATIONAL AGREEMENT.

 9/28/11

POSTMASTER USPS



WEST SECTIONAL, DIRECTOR APWU

 10/15/11

PRESIDENT, APWU