

LOCAL MEMORANDUM OR UNDERSTANDING

BETWEEN

AMERICAN POSTAL WORKERS UNION, AFL-CIO

MILWAUKEE AREA LOCAL

AND

U.S. POSTAL SERVICE

SUSSEX POST OFFICE

OCTOBER 1, 2011

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.

APWU CRAFT

ARTICLE X. LEAVE

SECTION 1. Curtailment of Services

1. Guidelines fro 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 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.

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 the first full week following the last Friday in November, inclusive.
 - A. Selection for the choice vacation periods shall be held during the second week of December.
 - B. Clerical employees will be afforded a 48 hour window in which to make their annual leave selection(s). If the 48 hour period ends on the employees scheduled off day, the employee will be required to submit their initial annual leave selection (s) upon return to duty on their next scheduled work day. In the case of an employee's absence management will be required to make every effort to contact the employee to notify them to submit their initial annual leave selection. The employee in question will then have 48 hours upon proper notification to submit their initial annual leave.
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. During the initial selection period, employees shall be entitled to one choice. The choice may be up to 15 continuous days or may be split at the employee's option, into a maximum of three (3) parts of five (5) day increments consistent with his/her entitlement under Article X, Section 3,D. 1-3 of the National Agreement.
4. One (1) clerical employee shall be granted leave during the choice period.
5. The selection of choice vacation first round periods shall be on a seniority basis.
6. The first day of any employee's vacation leave shall be the first day of the calendar week unless mutually agreed to otherwise.
7. 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 for the choice period. The approved Form 3971 shall be returned to the employee at time of submission.
8. 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 3971 is not returned to the requesting employee with the decision of management within seven (7) days the request shall be considered granted.

9. 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 same employee more than once during a calendar year.
10. 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.
11. 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.
12. Any annual leave to attend Union Activities shall be charged to choice vacation period, unless the employee is a steward or delegate.
13. Unselected annual leave slots during the choice period shall be granted on a first come, first serve basis, with preference given to requests of one week or more if the request are received on the same day.

SECTION 3. VACATION PERIODS (MAINTNENANCE CRAFT)

- A. The choice vacation period shall be from the first full week in June and run through the labor Day week.
- B. Requests for leave outside the choice period shall be made as far in advance as possible (other than emergency requests) by submitting a PS Form 3971 in duplicate.

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. Part time flexible employees to the extent possible, even if the payment of overtime is necessary.
- C. Full time employees who have volunteered to work their holiday, by seniority.
- D. PSE clerks to the maximum extent possible even if the payment of overtime is necessary.
- E. Any full time employees who have not volunteered to work, 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 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 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. A full-time regular's schedule will be the hours assigned for light duty.

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 may 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 equitable distributed in so far as is possible.

SECTION 3. 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.

THE LOCAL MEMORANDUM OF UNDERSTANDING SHALL
BE EFFECTIVE OCTOBER 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
ON THE FIRST DAY OF OCTOBER 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 2011 NATIONAL AGREEMENT.



POSTMASTER USPS

 9-28-11

DIRECTOR NSCF APWU

 10/3/11

PRESIDENT APWU