# LOCAL MEMORANDUM OF UNDERSTANDING BETWEEN

AMERICAN POSTAL WORKERS UNION, AFL-CIO
MILWAUKEE AREA LOCAL

AND

**U.S. POSTAL SERVICE** 

**SALEM POST OFFICE** 

AND ALL OF ITS

REMOTELY MANAGED POST OFFICES

OCTOBER 31, 2016

#### ARTICLE VII 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. (All Crafts)
  - 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.

#### ARTICLE V111. 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 Salem Post Office (Administrative Post Office-APO) and each of its Remotely Managed Post Offices (RMPO's) will be separate sections.
- C. When overtime is needed, management will utilize the 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 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 an additional need beyond the OTDL from all sections, 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.
- F. If there is still an additional need for overtime, 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-Volunteers in Section Non-Volunteers out of Section

#### A. SECTION 2. WASH UP TIME

1. The installation head shall grant reasonable wash-up to those employees who perform dirty work or work with toxic materials. The amount of wash up time granted each employee shall be subject to the grievance procedure.

#### ARTICLE 10. LEAVE

# SECTION 1. FORMULATION OF LOCAL LEAVE PROGRAM (ALL CRAFTS)

- 1. The choice period shall be from the January through the month of November.
  - A. Selections for the choice period 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 during the choice period, according to their earned leave category. 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 of selection shall immediately follow the first round of selection and shall be for no more then (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 then 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 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, 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 February 15<sup>th</sup>. Leave requests under #5 above shall be returned within seven (7) days as specified.
- 8. The first day of any employees vacation shall be the first day of the calendar.
- 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 twenty-one (21) 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.

#### ARTICLE XI HOLIDAYS

### SECTION 1. HOLIDAY SCHEDULE

- A. For the purpose of Holiday Calls, the Salem Post Office (Administrative Post Office-APO) and each of its Remotely Managed Post Offices (RMPO's) will be separate sections.
- B. The employer will determine the number and categories of employees needed for holiday work **in each section** and a schedule shall be posted as of the Tuesday preceding the service week in which the holiday falls.
- C. 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.
- D. 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.
- E. 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.
- F. If, after the provisions of D and E above have been met, any additional full-time regulars are required to work, it shall be on a rotating basis by juniority.

# 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 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 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 occupational injury or disease.)
- 4. In accordance with National Agreement, the parties recognize that a light duty assignment does not guarantee any set number of hours to a part-time flexible employee.

# ARTICLE XX. PARKING

1. Available parking space on the Postal grounds shall be on a first come first come serve basis between crafts. 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.

# 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 assignment 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. It is the intent of management that duties shall be equitably distributed in so far as possible.
- B. It is the intent of management that duty hours available shall be equitably distributed in so far as is possible.

# SECTION 3. SENIORITY LIST

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

LOCAL MEMORANDUM OF UNDERSTANDING SHALL BE EFFECTIVE OCTOBER 31st, 2016 AND SHALL REMAIN IN FULL FORCE AND EFFECT UNTIL A NEW LOCAL MEMORANDUM OF UNDERSTANDING IS NEGOTIATED AS A RESULT OF NEGOTATIONS AT THE NATIONAL LEVEL.

THIS MEMORANDUM OF UNDERSTANDING IS ENTERED INTO ON THE FIRST DAY OF NOVEMBER 1ST, 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 NATIONAL AGREEMENT

Postmaster

HSPS

DIRECTOR SSCE

APWU

President, Milwaukee Area Local, APWU