

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

APWU CRAFT

ARTICLE VII. IDENTIFICATION OF ASSIGNMENT COMPRISING A SECTION

SECTION I. This section shall consist of all positions having a position title of Window Distribution Clerk.

SECTION II. This section shall consist of all clerks positions other than Distribution Clerk.

SECTION III. This section shall consist of all Custodial Employees.

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ARTICLE VII. HOURS OF WORK

SECTION 1. PART-TIME FLEXIBLE HOURS (ALL HOURS)

A. When a part-time flexible is promoted to full time regular, he/she will be Allowed to sign the overtime desired list at that time of his/her promotion for the remaining period of the quarterly overtime desired list, and be given overtime “marks” , one (1) more than the senior overtime volunteer.

SECTION 2. OVERTIME ASSIGNMENTS

Over-time desired lists shall be established wherein employees assigned to one of the following sections may volunteer to work overtime, within their (following) section:

A. Window / Distribution Clerks

B. Bulk Mail Technicians

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

2. The uniform system for recording overtime opportunities for employees on the overtime desired list shall be as follows:
(If applicable)

A. Overtime “marks” records will be kept, showing the amount of overtime worked.

B. Overtime will be kept as equal as possible.

C. If a volunteer employee declines overtime by the use of a PS Form 3971 they shall be given a “mark” as if he/she worked the Overtime.

SECTION 3. OVERTIME NOTIFICATION

The employer shall make every effort to give employees at least one hour advance notice of overtime.

SECTION 4. BREAKS

Employees will be allowed one (10) minute break during an eight (8) hour shift.

SECTION 5. WASH UP TIME

Postmasters 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. 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)

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. The postmaster or designee shall give the text of such announcement to employees responsible for taking calls of inquiry from off duty employees. No announcement will be made if employees are required to report as scheduled.

In any instance, when operations are curtailed or terminated, the employer shall apply the current administrative leave policy as appropriate.

SECTION 2. FORMULATION OF LOCAL LEAVE PROGRAM (ALL CRAFTS)

1. The choice period shall be from the first week in January through the end of November for those employees at the Pewaukee Post Office. Those employees that work at the Quad/Graphics plant shall have January 1 through December 31 as their choice annual leave period.
 - A. Selections for the choice period shall start November 15th and be completed by December 15th of each year.
 - B. At 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 utilizing the duplicate PS Form 3971 and returning it to the employee no later than January 2.
2. Annual leave selection shall be done in the following manner. There shall be three rounds of selection.
 - A. The first round of selection the employee shall be entitled to make one choice of tens continuous days, the choice may be split, at the employee's option, into a maximum of two (2) parts of 5 days increments consistent with his/her entitlement

Under Article 10, Section 3 D.1-3 of the National Agreement (according to their Earned leave category.)

- B. For the second round, employees will be entitled to make one choice of ten continuous days, the choice again may be split at the employee's option, into a maximum of two (2) parts of 5 day increments consistent with his/her entitlement under Article 10, Section 3. D1-3 of the National Agreement (according to their earned leave category.)
 - C. For the third round, employees will be entitled to make one choice of 5 continuous days, according to his/her entitlement under Article 10, Section 3 D 1-3 of the National Agreement.
3. A minimum of one (1) person at the Pewaukee Main Office and one (1) person at Quadgraphics Plant shall be granted annual leave between January 1st and the last full week in November. The period in which two (2) employees will be allowed to have off will begin on the last Monday in May through the last full week of August.
 - A. On a one time trial basis, the parties agree for the annual leave year 2007 only, that one (1) employee at the Pewaukee Main Office will be granted annual leave from December 26 through December 31. If after this trial period both parties want to enter into an agreement to have the week from Christmas to New Years as a permanent change to the Pewaukee, WI. Memorandum of Understanding, they may do so prior to November 1, 2008.
 4. The selection of choice vacation periods shall be on a craft seniority basis by section.
 5. An annual leave calendar shall be posted on a bulletin board on January 2, so employees can determine the availability of unused or canceled annual leave slots.
 6. Annual leave request for forty (40) or more hours after the provisions of 4 A and B above have been completed, shall be by submission of a PS Form 3971 in triplicate to the supervisor. Upon submission supervisor will immediately notify PS Form 3971 and return copy to employee. If the leave quota is not filled for the requested period and submission is (10) working days prior to the Annual requested the PS Form 3971 shall be approved and the triplicate copy returned to the employee no later than 3 days after the PS Form 3971 was submitted to the supervisor. Such leave to be granted on a first come, first serve basis. Leave requests received on the same day shall be approved by seniority. Approval of request not submitted by this cut off date , shall be at the option of the employer.
 7. Annual leave requested for over eight (8) hours but less than forty (40) hours after the provisions of 4 A and B have been completed, shall be by submission of a PS Form 3971 in triplicate to the supervisor. Upon submission supervisor will immediately notify PS Form 3971 and return copy to employee. If the leave quota is not filled for the requested period, and submission is (7) working days prior to the annual leave

requested, the PS Form 3971 shall be approved and the triplicate copy returned to the employee no later than 3 days after the PS Form 3971 was submitted to the supervisor. Such leave to be granted on a first come, first serve basis. Leave request received on the same day shall be approved by seniority. Approval of requests not submitted by this cut off date, shall be at the option of the employer.

8. Annual leave requested for eight (8) or less hours after the provisions of 4 A and B have been completed, shall be by submission of PS Form 3971 in triplicate to the supervisor. Upon submission supervisor will immediately notify PS Form 3971 and return copy to employee. If the leave quota is not filled for the requested period, and submission is (5) days prior to the Annual requested the PS Form 3971 shall be approved and the triplicate copy returned to the employee no later than 2 days after the PS Form 3971 was submitted to the supervisor. Such leave shall be on a first come, first serve basis. Leave request received on the same day shall be approved by seniority. Approval of request not submitted by this cut off date, shall be at the option of the employer.
9. The first day of the employees vacation leave shall be the first day of the calendar week. (Monday) for Pewaukee Office and (Saturday) for Quadgraphics. Exceptions may be granted by agreement among the employee, the Union and the representative of the employer.
10. An employee may cancel any annual leave, in whole or in part. Such cancellation shall be submitted to the employer on a PS Form 3971 fourteen (14) days in advance of the first day of the vacation period.

This provision shall apply in all cases except when the employee is able to document that the reason for the cancellation was unknown fourteen (14) days in advance of the first day of the vacation period, or was caused by a situation beyond their control.

Such cancellation shall not reduce the number of employees allowed on annual leave for the canceled period. Such cancellation must be noted on the posted vacation calendar on the day the request for cancellation is received by the employer in order that the remaining employees are apprised of the availability of that leave period the opportunity for this opened slot will be offered to employees on a seniority basis.

11. An employee who is called for 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.
12. 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.

13. Any annual leave to attend a Union seminar or function shall be charged to the choice periods, unless the employee is a delegate or steward.
14. 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 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. 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.

APWU CRAFT

ARTICLE 12. PRINCIPLES OF SENIORITY POSTING AND REASSIGNMENT

SECTION 1. DEFINITION OF "SECTIONS" FOR REASSIGNMENT PURPOSES ONLY
(CLERK CRAFT)

The following are defined as "Sections" (if applicable)

- A. Pewaukee Office
- B. Quadgraphics (by tour)

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 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 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.

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ARTICLE XIV SAFETY AND HEALTH

SECTION 1. OTHER

Any changes in the environmental factors will significantly affect working conditions will be discussed with the Union as soon as local management is aware of the impending change.

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ARTICLE XVII REPRESENTATION

SECTION 1. LABOR / MANAGEMENT MEETINGS

- A. Joint labor / management meetings shall be held when requested by the Union - Employer on matters of concern to crafts involved. Special meetings may be arranged for exceptional or unusual changes of policy or practices affecting craft employees.
- B. Agenda items for the meeting shall be exchanged at least two full days prior to the scheduled meeting. Emergency cancellations of a meeting for good cause does not preclude the necessity for calling a new meeting within three working days.
- C. Agenda items will be answered to the maximum extent possible. Items requiring further research or study will be carried over as agenda items to be answered in no later than thirty days.
- D. Additional items placed on the agenda may be discussed by mutual consent.
- E. Within ten days after the meeting, printed copies of the summary of the meeting shall be provided to the Union's General President.
- F. Where local committees are formed on a craft basis, a craft representative shall be designated by the Union's General President.
- G. Technological and Mechanizational changes shall be subjects recognized for discussion in all labor/managment meetings.
- H. The employer shall advise the union General President of changes due to technological and mechanizational improvements and the expected impact on the workforce as soon as these changes become known to the Employer.

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ARTICLE XX PARKING

1. Available parking space on the Postal grounds shall be on a first come first 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.

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 FLEXIBLES

- 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. 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 posted.

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.

THE LOCAL MEMORANDUM OF UNDERSTANDING SHALL
BE EFFECTIVE NOVEMBER 21, 2010
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 1, 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 2010 NATIONAL AGREEMENT.

POSTMASTER

USPS

DIRECTOR WEST SECTIONAL APWU

PRESIDENT

APWU