

LOCAL MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
AMERICAN POSTAL WORKERS UNION, AFL-CIO  
MILWAUKEE AREA LOCAL  
AND THE  
UNITED STATES POSTAL SERVICE  
BROOKFIELD, WI  
NOVEMBER 21, 2010

## APWU CRAFT

### ARTICLE 7. CURTAILMENT OF SERVICES

1. The decision for curtailment or termination of Postal Operations to conform to the orders of local authorities, or as local conditions warrant because of an emergency condition, shall be made by the installation head. When the decision has been reached to curtail Postal Operations of local, radio and television stations to inform employees, and apply the current administrative leave policy.

### ARTICLE 8. HOURS OF WORK

1. All Window Clerks and Bulk Mail technicians shall have fixed days off.
2. To the extent possible, all other Distribution/Window clerks or Distribution clerks will have rotating days off.
3. If the starting time of a bid position is to be changed by more than one (1) hour, after consultation with the Union's General President (if there is no agreement), the position will be reposted.
4. In the maintenance craft, to the extent possible, all job assignments and/or additional positions created shall have a fixed basic work week of five (5) consecutive days.
5. For definition of Tour, Tour 2 will be 0400-1200.

### ARTICLE 8. OVERTIME

#### THE UNIFORM SYSTEM FOR THE USE OF OVERTIME DESIRED LISTS SHALL BE AS FOLLOWS:

1. Two overtime lists shall be maintained by tour, on a quarterly basis. Tour 1 shall consist of those employees with start times before 0400. Tour 2 shall consist of employees with start times of or later than 0400.
2. Overtime desired lists will be established by tour with the necessary skills, selection to be made by seniority on a rotating basis.
3. Employees who volunteer for overtime will be allowed to designate whether they are available for overtime before tour/after tour and/ or non-scheduled workdays.
4. Should the volunteer list within the tour exceed the required number of people needed, selection shall start with the senior employee with the needed skills, on a rotating basis per the appropriate overtime-desired list.

In the event the overtime desired lists within the tour does not provided sufficient people, non volunteers with thte necessary skills will be utilized. Selection will be by inverse seniority, on a rotating basis.

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6. When a part time flexible employee is promoted to full time regular, they shall be allowed to sign the overtime desired lists for the remainder of that quarter and placed in rotation in accordance with their seniority.
7. To the extent possible, management will give one (1) hour notice for overtime calls after tour.
8. In the maintenance craft, overtime-desired lists shall be by occupational group, grade level, section and tour.

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ARTICLE 8. SECTION 9 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 shall be as set forth in the National Agreement.

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ARTICLE 10. LEAVE

1. The choice period shall extend from the first full week in January through the last full week in November.
  2. For purposes of determining annual leave slots, percentages resulting in fractions of .5 or higher shall be rounded to the next highest whole number.
  3. For **two, seventeen percent (17%)** of employees shall be granted annual leave for the period including the week of Memorial Day and extend through the week including Labor Day. Annual leave for the week including Thanksgiving shall also be granted at the rate of **seventeen percent (17%)**. Ten percent (10%) shall be granted annual leave for the remainder of the choice period. *not the week after Thanksgiving*
  4. All employees shall be granted their full allotment of up to ten (10) or fifteen (15) continuous days within the choice period, according to their earned leave category. Employees may request, at their option, two (2) selections during the first round, in units of either five (5) or ten (10) working days, the total not to exceed the ten (10) working days, the total not to exceed the ten (10) or fifteen (15) days above.
- The initial selection of annual leave during choice vacation period shall be on a seniority basis. It shall begin the second week of October and be completed by December 10, at which time management shall furnish official written notice to each employee of their approved vacation by utilizing the duplicate of PS Form 3971.
6. A second round of selection shall immediately follow the first, and be for the remainder of the employee's full allotment in excess of the ten (10) or fifteen (15) days selected in the first round. Selection in the second round may, at the employee's option, be utilized in units of either five (5) or ten (10) working days.
  7. Upon completion of seven (7) above, the employer shall post an annual leave calendar to provide notice of remaining annual leave vaction slots. Requests for any remaining available annual leave slots. Request for any remaining available annual leave slots shall be approved on a seniority basis.
  8. Annual leave requested for forty (40) or more hours after the provisions of 7 and 8 above have been completed, shall be by submission of a PS Form 3971, with duplicate, to the supervisor. If the leave quota is not filled for the requested period, the 3971 shall be approved and the duplicate copy returned to the employee no later than three (3) days after the 3971 was submitted. Such leave to be granted on a first come first serve basis. This provision shall not apply if the PS Form 3971 is submitted less than twenty-one (21) days prior to the date the annual leave is scheduled to begin. Approval of requests not submitted prior to this cut off date shall be at the option of the employer.

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9. Annual leave requested for more than eight (8) hours but less than forty (40) hours after the provisions of 7 and 8 above have been completed shall be by submission of PS Form 3971, in duplicate. If the leave quota is not filled for the period requested, the PS Form 3971 shall be approved and the duplicate copy returned to the employee no later than three (3) days after its submission. Such leave to be granted on a first come, first serve basis. This provision shall not apply if the PS Form 3971 is submitted less than ten (10) days prior to the date the requested annual leave is to begin. Approval of requests not submitted by this cut off date shall be at the option of the employer.
10. Annual leave requested for eight (8) hours or less after the provisions of 7 and 8 above have been completed shall be by submission of PS Form 3971, in duplicate. If the leave quota is not filled for the requested period, the PS Form 3971 shall be approved and the duplicate copy returned to the employee no later than two (2) days after the PS Form 3971 was submitted. Such leave to be granted on a first come first serve basis. This provision shall not apply if the PS Form 3971 is submitted less than five (5) days prior to the date the requested annual leave is to begin. Approval of requests not submitted by this cut off date is at the option of the employer.
11. The first day of the employee's vacation shall begin on Sunday. Exceptions may be granted by agreement between the employee and the employer.

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 the need for cancellation or if it was caused by a situation beyond their control.

Such cancellations shall not reduce the annual leave quota, and must be posted by the employer in order that remaining employees are apprised of it's availability. The opportunity for this open slot shall be offered to employees on the basis of seniority.

13. An employee 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 their choice for scheduled vacation.
14. Attendance at APWU seminars, conferences, and conventions by duly authorized union representatives shall not count toward annual leave slots during the choice period.

## ARTICLE 10. MAINTENANCE CRAFT

1. The choice vacation period shall be from the first full week in January and extend through the last full week in November.
2. One (1) maintenance craft employee shall be granted annual leave at any time during the choice period.

## ARTICLE 11. HOLIDAYS

1. Holiday scheduling for the holiday of day designated as a holiday shall be according to the following sequence:
  - A. Full-time regular employees with necessary skills, who have volunteered to work their holiday, by seniority.
  - B. All PSE employees must be utilized on a Holiday to the maximum extent possible, even if the payment of overtime is necessary.**
  - C. Full-time regular employees with necessary skills, who have volunteered to work their regularly scheduled off day.
  - D. Full-time regular employees with necessary skills, who have not volunteered to work their holiday, will be scheduled by juniority on a rotating basis. The fact that an employee volunteered for any prior holiday does not take those employees out of rotation.
  - E. Full time regular employees with necessary skills, who have not volunteered to work their regularly scheduled off day, will be scheduled by juniority on a rotating basis.
  - F. In reference to D and E above, credit will be given to non-volunteers for the holiday worked. Holiday crediting procedures will be uniform and will continue for the life of the National Agreement.

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ARTICLE 12. PRINCIPLES OF SENIORITY

1. The following are defined:
  - A. Distribution Clerks (by tour)
  - B. Bulk Mail Technicians (by tour)
  - C. General Clerks
  - D. Window Clerks
  - E. Automation
  - F. Maintenance
  - G. Vehicle operations Maintenance Assistant.

ARTICLE 13. LIGHT DUTY

1. Temporary light duty assignments may be made upon written request of the employee to the Postmaster, substantiated by written medical verification.
2. The employer will notify the APWU when light duty assignments are made in the clerk craft. Light duty assignments shall be made in accordance with the provisions of Article 13 of the National Agreement.

ARTICLE 20. PARKING

1. A committee shall be established consisting of one member of management and to include a representative of the APWU to resolve parking problems as they arise.



ARTICLE 37. CRAFT SUPPLEMENTAL - PRINCIPLES OF SENIORITY

1. Full-Time Regulars
  - A. They shall apply insofar as it applies to the equitable distribution of assignment duties and hours of work, provided such distribution is not in conflict with the National Agreement and other articles of the LMOU.
2. Part-Time Flexibles
  - A. Duties shall be equitably distributed to the extent possible.
  - B. Duty hours available shall be equitably distributed to the extent possible.
3. The employer 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.

ARTICLE 43. SEPARABILITY AND DURATION

1. Separability

Should any part of this LMOU, or any provisions contained herein, be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by a court competent jurisdiction, such invalidation of such part or provision of this Local Memorandum of Understanding shall not invalidate the remaining portions of this Memorandum, and they shall remain in full force and effect.

2. Durability

This Local Memorandum of Understanding shall be effective as of May 15, 2002 and shall remain in full force and effect until a new local is negotiated as a result of negotiations at the national level.

THIS 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 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.

*Charles E. Spahr 9/30/11*  
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POSTMASTER

*[Signature]* 9/30/11  
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DIRECTOR, SSCF APWU