

LOCAL MEMORANDUM OF UNDERSTANDING

BETWEEN

AMERICAN POSTAL WORKERS UNION, AFL-CIO

MILWAUKEE AREA LOCAL

AND

U.S. POSTAL SERVICE

HALES CORNERS / FRANKLIN POST OFFICE

NOVEMBER 21, 2010

APWU CRAFT

ARTICLE VIII. HOURS OF WORK

SECTION 1. OVERTIME

- A. Overtime assignments shall be in conformance with the provisions of Article 8, Section 5 of the National Agreement.
- B. The uniform system for recording overtime opportunities for employees on the overtime desired list shall be as follows: (If applicable)
  - 1. Overtime "marks" records will be kept.
  - 2. If a volunteer employee declines overtime by the use of Form 3971 they shall be given a "mark".

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.

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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)
  - 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.

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

1. The leave/vacation period will be from January 1, through November 30.
  - A. Selection for the leave/vacation period shall be held during the first week of December and completed by the last week of December.
2. During the initial picks period, an employee shall be entitled to (1) one choice. The choice 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 10, Section 3D 1-3 of the National Agreement.
3. **Selection for Leave / Vacation period will be seventeen percent (17%) of employees shall be granted Annual Leave for the period including the week of Memorial Day and extended 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.**
4. The selection of leave/vacation periods shall be on a seniority basis of all clerical employees in the office, and granted as follows:
  - A. The first round selection, duplicate PS Form 3971 (s) will be returned to the requesting employee on or before January 2nd.

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- B. The second round selection, will immediately follow the first round selection and shall be for no more than two week increments, using the same order of selection as line 4 above.
  - C. The second round of selection, the duplicate PS Form 3971(s) will be returned to the requesting employee on or before January 10th.
5. All leave requested after the first, and second round selections will be by submission of a PS Form 3971, in duplicate, on a first come, first serve basis. Such leave request will be approved or disapproved by management, up to the quota of line 3 above, within 72 hours of submission. If the duplicate PS Form 3971 is not returned to the requesting employee with the decision of Management, within the 72 hours, the leave request will be considered granted.
- A. A request for short term leave must be submitted no later than two days prior to the requested leave period. If the leave is requested after the two day period, it shall be approved based on the needs of the service.
  - B. If two or more request are received simultaneously, seniority will be a governing factor.
  - C. Giving priority to all employees requesting annual for their entire schedule week, over annual of an entire scheduled day and the priority of annual of entire scheduled day over hours within a day.
6. All PS Form 3971, and duplicate, will be hand bumped with postmark.
7. The first day of the employee's vacation shall begin on Sunday.
8. In the event of cancellation of all or any part of the employees approved leave selection, the availability of this leave will be posted to the leave calendar and will be available, in accordance with paragraph 5. Any employee desirous of relinquishing annual leave shall notify, in writing, a member of management 14 days in advance of the approved leave period, to allow sufficient time for changing the leave calendar, except in an emergency.
9. 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.
10. Any annual leave to attend Union activities shall be charged to choice vacation period, unless the employee is a steward or delegate.

### SECTION 3 MAINTENANCE CRAFT

- A. The choice vacation period shall be from the first full week in January and extend through the last full week in November.
- B. Requests for leave outside the choice period shall be made as far in advance as possible (other than emergency request) by submitting a PS Form 3971 in duplicate.

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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. As many full-time and part-time regular schedule employees as 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 on a voluntary basis to the senior clerks(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, and additional full-time regulars are required to work, non-vols shall be assigned on a rotating basis by juniority.

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ARTICLE XIII ASSIGNMENT OF ILL OR INJURED REGULAR WORKFORCE  
EMPLOYEES

SECTION 1. LIGHT DUTY

- A. Temporary light duty assignments may be made upon written request of the employee to the postmaster, substantiated by written medical certification.
- B. 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.

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ARTICLE XX. PARKING

- 1. Availability employee 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 CRAFT

ARTICLE XXXVII CRAFT SUPPLEMENTAL - PRINCIPLES OF SENIORITY

SECTION 1. FULL TIME REGULARS.

- A. They shall apply to all full time regular 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 FLEXIBLES

- A. Duties shall be equitably distributed in so far as possible.
- B. Duty hours available shall 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.

AWPU CRAFT

ARTICLE XXXXIII. SEPARABILITY AND DURATION

A. Separability.

Should any part of this LMOU, or any provisions contained herein, be rendered or declared invalid by reason of nay 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 Local Memorandum, and they shall remain in full force and effect.

B. 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.



