

LOCAL MEMORANDUM OF UNDERSTANDING  
BETWEEN  
AMERICAN POSTAL WORKERS UNION, AFL-CIO  
MILWAUKEE AREA LOCAL  
AND  
U.S. POSTAL SERVICE  
FREDONIA POST OFFICE  
NOVEMBER 21ST, 2010

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.
- B. The employer shall make every effort to give employees at least one (1) hour advance notice of overtime, to the extent possible.

SECTION 2. Wash Up Time

- A. 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

A. Guidelines for termination of Postal Operations to conform with Local authorities or as conditions warrant because of emergency conditions.

1. 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 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)

A. The choice period shall be from **January 1<sup>st</sup> through December 31<sup>st</sup>**.

1. Selection for the choice vacation periods shall start December 1st and be completed by December 31<sup>st</sup>.
2. At the 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 by utilizing the duplicate PS Form 3971 and return it to the employee no later than January 2nd.

- B. All employees shall be granted their full allotment of up to ten (10) days, either continuous or in two 5 day increments at the employee's option.**
- C. One (1) clerical employee shall be granted leave at one time during the choice period.**
- D. The selection of choice vacation first round periods shall be by clerk craft seniority.
1. The second round shall immediately follow the first round of selection and shall be for no more than (1) week using the same order of selection as 4 above.
- E. All leave requested after the provisions in 4 above have been completed shall be by submission of a PS Form 3971 in duplicate to the supervisor. If the annual leave quota is not filled, the leave shall be granted and the duplicate PS Form 3971 approved and returned to the employee within seven (7) days from date of submission of PS Form 3971. This provision shall not apply to annual leave requested for 40 hours or more if the PS 3971 is submitted less than 7 days prior to the date requested annual leave is to begin, 8 hours but less than 40 hours if the PS 3971 is submitted less than 3 days prior to the date the requested annual is to begin, or 8 hours if the PS 3971 is submitted less than 1 day prior to the date the requested annual is to begin. Approval of requested annual leave not submitted by the required cut off dates will be at the option of the employer.
- F. The first day of the employee's vacation shall be the 3<sup>rd</sup> day of the service week. (Monday) Exceptions may be granted by agreement among the employee, the Union representative and the employer.
- G. An employee may cancel any annual leave, in whole or in part. Such cancellation shall be by submission of a PS Form 3971 to the supervisor twenty one (21) days in advance of the first day of the vacation period. Canceled leave shall be offered to employees on a first come seniority basis. The twenty one (21) day time for cancellation shall be waived if the employee is able to document the reason for cancellation was unknown 21 days in advance of the leave period or was caused by a situation beyond the employee's control.
- H. An employee who is called to 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.

- I. 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.
- J. Any annual leave to attend Union activities shall be charged to choice vacation period, unless the employee is a steward or delegate.
- K. 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.

## 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 maximum 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

- A. Temporary light duty assignment 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 exists in, such assignment shall be in accordance with the provisions of Article 13 of the National Agreement.
- C. 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.)
- D. 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.

APWU CRAFT

ARTICLE XVII REPRESENTATION

SECTION 1. Labor/Management

- A. Joint labor/management meetings shall be held when requested by the Union / Employer on matters of concern to crafts involved.

ARTICLE XX. PARKING

SECTION 1. Parking

- A. Excluding EMA rural carriers, all available employee parking space on the postal grounds shall be on a first come, first serve basis.**

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 equitably distributed in so far as possible

SECTION 3. Posting and Bidding

- A. If the starting time of a full time duty assignment is to be changed by more than one (1) hour, after consultation (if there is no agreement between the employer and the union), the position shall be reposted.


SECTION 4. Seniority List

- A. 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 NOVEMBER 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 - 2015 NATIONAL AGREEMENT.

 10/27/11  
\_\_\_\_\_  
Tony Tobiasz - POOM 3 USPS

 10/27/11  
\_\_\_\_\_  
Steve Kendall - Dir. NSCF Milw. Area Local - APWU

 10/27/11  
\_\_\_\_\_  
Paul J. McKenna - President Milw. Area Local - APWU