

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

APWU CRAFT

ARTICLE VIII HOURS OF WORK

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

1. 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

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. Hours of overtime will be kept as equal as possible..
 - C. If a volunteer employee declines overtime by the use of Form 3971 they shall be given a "mark" for each hour declined, as if he/she worked the overtime.

SECTION 3 WASH UP TIME

1. The installation heads shall grant reasonable wash up time to those employees who perform dirty work or work with toxic materials.

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.
 - A. Selections for the choice period shall start the first week of December and be completed by the last week of December.
 - 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. All employees shall be granted their full allotment of up to fifteen (15) continuous days within the choice period, according to, the earned leave category. During the initial selection period, an employee shall be entitled to one choice. The choice may be split, at the employee's option, into a maximum of three (3) parts of five day increments consistent with his/her entitlement under Article 10, Section 3.D 1-3 of the National Agreement.
3. One (1) clerical employee shall be granted leave during the choice period, according to their earned leave category.

4. The selection of choice vacation periods shall be on a craft seniority basis by section granted as follows.
 - A. The second round of selection shall immediately follow the first round of selection and shall be in units of five (5) days using the same order of selection as above.
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 th is 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 say shall be approved by seniority. Approval of request not submitted by this cut off date, shall be at the option of the employer.
9. An employee may cancel any annual leave, in whole or in 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 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.

10. The first day of the employee's vacation leave shall be the first day of the calendar week . (Monday) Exceptions may be granted by agreement among the employee, the Union and the representative of the employee.
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.

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's 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.

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, supported by a medical statement from a licensed physician or by written statement from a licensed chiropractor.

2. The employer will notify the Union representative of light duty assignments made in the clerk craft.

3. Light duty assignments shall be in accordance with the provisions of Article 13 of the National Agreement.

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.

ARTICLE XIV SAFETY AND HEALTH

SECTION 1. OTHER

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

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 practice 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/management 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.

ARTICLE XX PARKING

1. A committee shall be established consisting of one (1) representative from the APWU and at least one (1) member of management to resolve parking problems as they may arise.

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ARTICLE XXXVII CRAFT SUPPLEMENTAL – PRINCIPLE 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 assignments duties and hours of work, provided such distribution in not in conflict with National Agreement and other Articles of the Memorandum of Understanding.

SECTION 2. PART TIME FLEXIBLES

- 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. 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 reposted.

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.


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Hartland, Wisconsin 53029

THIS LOCAL MEMORANDUM OF UNDERSTANDING SHALL
BE EFFECTIVE September 30th, 2011
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
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 Hartland USPS


West Sectional Director APWU


President APWU