

LOCAL MEMORANDUM OR UNDERSTANDING

BETWEEN

AMERICAN POSTAL WORKERS UNION, AFL-CIO

MILWAUKEE AREA LOCAL

AND

U.S. POSTAL SERVICE

WHITEWATER POST OFFICE

NOVEMBER 20, 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 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 showing the amount of overtime hours worked.
  - 2. Hours of overtime will be kept as equal as possible.
  - 3. 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 2. Overtime Notification

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

#### SECTION 3. 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.

## 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.

- 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 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 choice period shall be January 1<sup>st</sup> through November 30<sup>th</sup>.

- A. Selection for the choice vacation periods shall be held during the entire month of December.

2. All employees shall be granted their full allotment of up to fifteen (15) continuous days within the choice period, according to their earned leave category.

3. One (1) clerical employee shall be granted leave at one time during the choice period. This will permit all clerical employees to choose, at their option, and within their earned leave category up to three (3) continuous week periods during the choice period.

4. The selection of choice vacation first round periods shall be on a seniority basis.
  - A. 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.
5. All leave request outside the choice period shall be by submission of PS Form 3971 in duplicate and granted by seniority. Such leave requests shall be either approved or disapproved by management no later than seven (7) days from the date of submission. If the duplicate PS Form is not returned to the requesting employee with the decision of management within the seven (7) days, the leave request shall be considered granted.
6. Each employee shall be required to submit, in duplicate, a PS Form 3871 "Request for or Notification of Absence" immediately following his or her selection of annual leave. Each 3971 submitted shall be time dated on the clock, where available. Where no time clock is available the Form 3971 shall be hand bumped with a postmark.
7. Duplicates of the Form 3971 submitted for leave during the choice period (s) shall be returned to the requesting employee no later than January 15<sup>th</sup>. Leave requests under #5 above shall be returned within seven (7) days as specified.
8. The first day of any employee's vacation shall be the 3rd day of the calendar week.
9. In the event of cancellation of all or any part of the employees approved leave selection it shall be available, by bid, to other employees on a seniority basis. Any employee desirous of relinquishing annual leave in the choice period for which he or she has signed will notify, in writing, a member of management seven (7) days in advance of the vacation period to allow sufficient time for posting, except in an emergency, and there is no time to post. The opportunity for this opening would be offered on a seniority basis to other employees.
10. 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.
11. Any annual leave to attend Union Activities shall be charged to choice vacation period, unless the employee is a steward or delegate.

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. 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. 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.
- 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, any additional full-time regulars are required to work, it shall be 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. Management shall make every effort to assign light duty in accordance with Article 13 of the National Agreement and 546.141 ELM. If light duty request is denied, the employee and the union will be immediately notified.
- C. Under no circumstances will ill, injured light duty employees from another craft be placed on temporary light duty assignments in preferred clerk craft positions.

APWU CRAFT

ARTICLE XIV SAFETY AND HEALTH

SECTION 1. Other

Any changes in the local 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.

## 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. 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 cancellation of a meeting for good cause does not preclude the necessity for calling a new meeting within three working days.
- C. All 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 (30) 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 Mechanization changes shall be subjects recognized for discussion in all labor/management meetings.
- H. The employer shall advise the Union's General President of changes due to technological and mechanization improvements and the expected impact on the workforce as soon as these changes become known to the employer.



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 Flexible

- 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. 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.

APWU CRAFT

ARTICLE XX. PARKING

1. Available parking space on the postal grounds shall be divided proportionally between crafts and within the crafts, on a seniority basis. 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 mat arise.

