

LOCAL MEMORANDUM OR UNDERSTANDING
BETWEEN
AMERICAN POSTAL WORKERS UNION, AFL-CIO
MILWAUKEE AREA LOCAL
AND
U.S. POSTAL SERVICE
BUTLER POST OFFICE
OCTOBER 1, 2011

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.

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.

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 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 choice period shall be January 1st and extend through the last Friday in November inclusive.

- A. Selection for the choice vacation periods shall start December 1st and be completed by December 31st

- B. 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 returning it to the employee no later than January 2nd.

2. All employees shall be granted their full allotment of up to fifteen (15) continuous days within into two (2) separate selections, in units of either 5 or 10 working days at the employee's option.
3. One (1) clerical employee shall be granted leave at one time during the choice period.
4. The selection of choice vacation first round periods shall be by clerk craft seniority.
 - 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 requested after the provisions in 4 and 4a above have been completed, including leave requests both inside and outside the choice period, shall submission of a PS Form 3971 in duplicate to the supervisor and granted on a first come first served basis. If the annual leave requested if for the choice period and the quota in not filled, the leave shall be granted and the duplicate PS Form 3971 made approved and returned to the employee within seven (7) days from date of submission of PS Form 3971. If the annual leave requested is outside the choice period, such requests shall be either approved or disapproved by management not later than seven (7) days from date of submission. If the duplicate PS Form 3971 is not returned to the requesting employee with the decision of management within seven (7) days, the leave request shall be considered granted. (This will not apply if the PS Form 3971 is submitted during the absence of the postmaster of one week or more. In this situation, the seven (7) day time period will begin the first day the Postmaster returns to duty.)

6. The first day of the employee's vacation shall be the 3rd day of the service week. (Monday) Exceptions may be granted by agreement among the employee, the Union representative and the employer.

7. In the event of cancellation of all or any part of the employees approved leave selection it shall be availabl, submission of a PS Form 3971 to the supervisor. Such canceled leave shall be offered to employees on a clerk seniority basis.

Any employee desirous of relinquishing annual leave in the choice period for which he/she had signed, will notify management by submitting a PS Form 3971. This form to be submitted even (7) days in advance of the vacation period to allow sufficient time for reposting. The seven (7) day time for cancellation shall be waived if the employee is able to document the reason for cancellation was unknown seven (7) days in advance of the leave period, or was caused by a situation beyond the employee's control.

8. 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.
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 unless leave to attend Union activities shall be charged to choice vacation period, unless the employee is a steward or delegate.
11. 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

1. Temporary light duty assignment may be made upon written request of the employee to the postmaster, substantiated by written medical certification.
2. 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.
3. 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.)
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 employee. A full-time regular's schedule will be the hours assigned for light duty.

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 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 may arise.

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.

THE LOCAL MEMORANDUM OF UNDERSTANDING SHALL
BE EFFECTIVE OCTOBER 1, 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
ON THE FIRST DAY OF OCTOBER 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 2011 NATIONAL AGREEMENT.

for David S. Mitchell 9/28/11
POSTMASTER, Butler USPS

Steve Kindall 9-28-11
DIRECTOR NSCF APWU

Paul J. Keenan 10/3/11
PRESIDENT APWU