

LOCAL MEMORANDUM OR UNDERSTANDING  
BETWEEN  
AMERICAN POSTAL WORKERS UNION, AFL-CIO  
MILWAUKEE AREA LOCAL  
AND  
U.S. POSTAL SERVICE  
MENOMONEE FALLS POST OFFICE  
NOVEMBER 1, 2016

## APWU CRAFT

### ARTICLE VIII. HOURS OF WORK

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

- A. When a part time flexible is promoted to full time regular, he/she will be allowed to sign the overtime desired list at the time of his/her promotion for the remaining period of the quarterly overtime desired list, and be given overtime "marks" one (1) more hour than senior overtime volunteer.

#### SECTION 2. Identification of Sections for Overtime Assignments

- A. Menomonee Falls
- B. Each RMPO**

#### SECTION 3. OVERTIME ASSIGNMENTS

- A. Overtime assignments shall be in conformance with the provisions of Article 8 Section 5 of the National Agreement.
- B. Overtime desired lists will be established by section and tour with the necessary skills, selection to be made on a rotating basis. Employees who volunteer for overtime will be allowed to designate whether they are available for before tour/ after tour and/or non-scheduled work days.
  - 1. Overtime will be equalized according to opportunities, to the extent possible.
- C. For the purpose of calling overtime, the Menomonee Falls Post Office (APO), and each of its Remotely Managed Post Offices (RMPO) will all be separate sections.**
- D. When overtime is needed, management will utilize qualified employees on the overtime desired list (OTDL) in the section where the overtime is needed, on a rotating basis starting with the senior employee on the overtime desired list.**
- E. If there are not enough OTDL employees in that section, overtime volunteers from another section who are qualified to do the work can be utilized on a rotating basis, as long as the overtime volunteers from the section that is called, are utilized to the maximum extent possible.**

- F. If there is still an additional need for overtime, qualified non-career employees will be utilized on a rotating basis starting with the junior employee from outside that section.**
- G. If there is an additional need beyond the OTDL from all sections, qualified employees not on the OTDL from the section where the overtime is being called, will be utilized on a rotating basis, starting with the junior employee.**
- H. If there is still an additional need for overtime, qualified employees from outside the section not on the OTDL, will be utilized on a rotating basis starting with the junior employee from outside that section.**

**Accordingly, the below pecking order is how overtime shall be called;**

- Quarterly OTDL in Section**
- Quarterly OTDL out of Section**
- Non- Career Employees**
- Non-Volunteers in Section**
- Non-Volunteers out of Section**

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

#### **SECTION 4. OVERTIME NOTIFICATION**

The employer shall make every effort to give employees as least one hour advance notice of overtime, to the extent possible.

#### **SECTION 5. 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. Guidelines for curtailment, or termination of Postal Operations to conform with Local Authorities or as conditions warrant because of emergency conditions.

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.

### SECTION 2. Formulation of Local Leave Program (All Crafts)

1. The choice period shall be from the first full week in January through the end of November and the week between Christmas and New Year's.
  - A. Selection for the choice vacation periods shall start the first week of November and end no later than December 22<sup>nd</sup> of the same year. During the initial pick selection process each employee will be given until the next business day to make their selection(s).
  - 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 return it to the employee no later than January.
2. **During the first round of initial picks the employees will be allowed to pick up to ten (10) continuous days within the choice period, according to the earned leave category. The allotment can be split into two (2) separate weeks at the employee's option.**

3. Eighteen percent (18%) of career employees in the Menomonee Falls cluster shall be granted annual leave for the period including the first full week in May and extend through the week including Labor Day. Thirteen percent (13%) of career employees in the Menomonee Falls cluster shall be granted annual leave for the remainder of 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 one (1) week using the same order of selection as 4 above.
5. An annual leave calendar shall be posted on a bulletin board on January 2nd, so employees can determine the availability of unused or cancelled annual leave slots.
6. Annual leave requested after the provisions of 4A above have been completed shall be by submission of a PS Form 3971 in duplicate to the supervisor. If the leave quota is not filled for the requested period, the PS Form 3971 shall be approved and the duplicate copy returned to the employee no later than 3 days after the PS Form was submitted to the supervisor. Such leave is to be granted first by date submitted, then by seniority. Approval of requests not submitted 14 days prior to the date requested annual leave is to begin shall be at the option of the employer.
7. An employee may cancel any annual leave, in whole or in part. Such cancellation shall be submitted to the employer on a PS Form 3971, no less than fourteen (14) days in advance of the first day of the vacation period.

This provision shall apply in all cases except when the 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. Such cancellation shall not reduce the number of employees allowed on annual leave for the canceled period. Such cancellation must be noted on the posted vacation calendar on the day the request for cancellation is received by the employer in order that the remaining employees are apprised of the availability of that leave period. The opportunity for this opened slot will be offered to employees on a seniority basis.

8. The first day of all employees vacation leave shall be the first day of the calendar week. (Monday) Exception may be granted by agreement among the employee the Union representative and the employer.
9. An employee who is called for jury duty during their scheduled vacation period is eligible for another available period provided this does not deprive any other employee of first choice for scheduled vacation.

10. The employer will grant leave to stewards for the purpose of attending regular or special meetings and/or Union activities.
11. Attending at a National and/or State Union Convention shall be charged to the choice periods, unless the employee is a delegate, in which case, he/she would be entitled to another choice.
12. 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.
13. 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.

### SECTION 3 CHOICE VACATION PERIOD (MAINTENANCE CRAFT)

- A. The choice vacation period shall be from the first full week in June and run through the Labor Day week.
- B. Requests for leave outside the choice period shall be made as far as advance as possible. (other than emergency requests) by submitting a PS Form 3971 in duplicate.

APWU CRAFT

ARTICLE XI. HOLIDAYS

SECTION 1. HOLIDAY SCHEDULE

- A. The employer will determine the number and categories of employees needed for holiday work in each section and a schedule shall be posted as of the Tuesday preceding the service week in which the holiday falls.
- B. For the purpose of Holiday Calls, the Menomonee Falls Post Office (Area Post Office-APO) and each of its Remotely Managed Post Offices (RMPO) will be separate sections and the pecking order for Holidays will be as follows;**
- C. Part time flexible employees to the maximum extent possible, even if the payment of overtime is necessary.**
- D. Full time employees who have volunteered to work their holiday by section, by seniority.**
- E. PSE clerks to the maximum extent possible even if the payment of overtime is necessary.**
- F. Full time employees who have volunteered to work their non-scheduled day, by section, by seniority.**
- G. Any full time employees who have not volunteered to work their holiday by section, by juniority, on a rotating basis.**
- H. Any full time employees who have not volunteered to work their non-scheduled day, by section, by juniority, on a rotating basis.**

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. Under no circumstances will ill, injured or light duty employees from another craft be placed on temporary light duty assignments in preferred clerk craft positions.
4. In accordance with the National Agreement, the parties recognize that a light duty assignment does not guarantee any set number of **daily and weekly** hours.



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. 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. 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 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 DECEMBER 1, 2016  
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 27th DAY OF OCTOBER 2016  
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 2015-2018 NATIONAL AGREEMENT.

  
\_\_\_\_\_  
Kenneth Kolafa – Postmaster USPS    Menomonee Falls, WI    11/18/16  
Date

  
\_\_\_\_\_  
Chris Czubakowski -Director NSCF    Milwaukee APWU    11/15/16  
Date

  
\_\_\_\_\_  
Paul McKenna – President    Milwaukee APWU    11/22/16  
Date