

LOCAL MEMORANDUM OF UNDERSTANDING
BETWEEN
AMERICAN POSTAL WORKERS UNIN, AFL/CIO
MILWAUKEE AREA LOCAL
AND
U.S. POSTAL SERVICE
OCONOMOWOC POST OFFICE

APWU CRAFT

ARTICLE VII. 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 worked.

 - 2. 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” 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, to the extent possible.

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.

1. Guidelines for curtailment, or termination of Postal Operations to conform with Local Authorities or as conditions warrant because of emergency conditions. (All crafts)

- 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. 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 full week in January through the end of November.

- A. Selection for the choice vacation periods shall start the first week in December and be completed by the last week in December.

- 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. 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.

3. The selection of choice vacation 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.

4. The number of clerks to be scheduled off on vacation leave shall be determined as follows:
 - A. The number of authorized clerk positions as of November 30 of each year shall be multiplied by 12.6%
 - B. When the resulting number ends in a fraction, any fraction .50 or greater will be rounded to the next higher whole number. Any fraction of .49 or less will be dropped.
 - C. The resulting whole number determines the number of clerks permitted to be off on vacation leave.
5. An annual leave calendar shall be posted on a bulletin board on January 2, so employees can determine the availability of unused or cancelled annual leave slots.
6. Annual leave requested for forty (40) hours 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 to be granted on a first come first serve basis. This provision shall not apply to annual leave requested for 40 or more hours if the PS Form 3971 is submitted less than 21 days prior to the date requested annual leave is to begin. Approval of requests not submitted by this cut off date, shall be at the options of the employer.
7. Annual leave requested for over eight (8) hours but less than (40) hours after provisions of 4A and B above have been completed, shall be submitted on 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 3971 was submitted to the supervisor. Such leave to be granted on a first come first served basis. This provision shall apply to annual leave requested for less than 40 hours. The PS Form 3971 must be submitted no sooner the twenty-one (21) days but no less then five (5) days prior to the date the requested annual leave is to begin. Approval of requests not submitted by this 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 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 2 days after the PS Form 3971 was submitted to the supervisor. Such leave shall be on a first come, first served basis. This provision shall not apply to annual leave requested for 8 or less hours if the PS Form 3971 is submitted less than 5 days prior to the date the requested annual leave was to begin. Approval of request not submitted by this cut off date, shall be at the option of the employer.

9. The first day of the employees vacation leave shall be the first day of the calendar week. (Monday) Exceptions may be granted by agreement among employee, the Union representative and the employer.
10. 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, twenty-one (21) 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 twenty-one (21) 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.

11. 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.
12. 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.
13. Any annual leave to attend Union activities shall be charged to the choice vacation period, 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.

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 (ALL CRAFTS)

A. For holiday scheduling, or the day designated as the holiday, will be according to the following sequences:

1. Full-time regular employees with necessary skills, who have volunteered to work on their holiday, by seniority and tour on a non-rotating basis.
2. **All PSE employees must be utilized on a Holiday to the maximum extent possible, even if the payment of overtime is necessary.**
3. Full-time regular employees with necessary skills, who are on the quarterly volunteer overtime list to work on their regularly scheduled off-day, by tour in accordance with the overtime desired list rotation.
4. Full-time regular employees with necessary skills, who have not volunteered to work on their holiday, will be scheduled by juniority, by tour, on a rotating basis. (The fact that an employee volunteered for any prior holiday does not take the employee out of rotation.)
5. Full-time regular employees with necessary skills, who have not volunteered to work their regularly scheduled off-day, will be scheduled by juniority, by tour, on a rotating basis.

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 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 immediately notified.
- C. 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.

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 employee parking on the Postal grounds shall be granted to employees. A committee shall be established consisting of one (1) member of management and to include a representative of the APWU to resolve parking problems as they arise.

APWU CRAFT

ARTICLE XXXVII CRAFT SUPPLEMENTAL - PRINCIPLES 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 assignment 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 FLEXIBLES

- A. Duties shall be equitably distributed in so far as possible.
- B. Duty hours available shall equitably 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, December 1, and June 1, each year. A copy shall be provided to the Local APWU at the same time.

OCONOMOWOC, WISCONSIN 53066

THIS LOCAL MEMORANDUM OF UNDERSTANDING
SHALL BE EFFECTIVE SEPTEMBER 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
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 USPS



WEST SECTIONAL DIRECTOR APWU



PRESIDENT APWU