

LOCAL MEMORANDUM OR UNDERSTANDING

BETWEEN

AMERICAN POSTAL WORKERS UNION, AFL-CIO

MILWAUKEE AREA LOCAL

AND

U.S. POSTAL SERVICE

WAUKESHA/NEW BERLIN POST OFFICE

APWU CRAFT

ARTICLE VII. IDENTIFICATION OF ASSIGNMENT COMPRISING A SECTION

SECTION I. This section shall consist of all positions having a position title of Distribution clerk only.

SECTION II. This section shall consist of all clerks' positions other than Distribution Clerk. (Bulk Mail Technicians, Accountant, Secretary, Window Clerk Etc,)

SECTION III. This section shall consist of all Clerk positions at the New Berlin Branch for the purpose of overtime and possible excessing situation.

APWU CRAFT

Article 8. Overtime Assignments (all crafts)

When needed, overtime work for regular full time- employees shall be scheduled among qualified employees doing similar work in the work location where the employees regularly work in accordance with the following:

- A. Two weeks prior to the start of each Calendar quarter, full time regular employees desiring to work overtime during that quarter shall place their names on an "overtime desired" list
- B. The "overtime desired" list shall be established by section by tour. Employees who volunteer for overtime will be able to designate whether they wish to work before tour, after tour (10 or 12 hours) or full tour overtime.
- C. When during the quarter the need for overtime arises, employees with the necessary skills, having listed their names, will be selected in order of their seniority on a rotating basis within the section, prior to utilizing a **non career employee** in excess of eight (8) work hours in a service day and in excess of forty (40) work hours in any one service week.
- D. If the volunteer "overtime desired" list does not provide sufficient qualified people with the necessary skills, within the section where the overtime is needed, employees on the overtime desired lists outside the section, with the necessary skills, will be utilized on a rotating basis.
- E. In the event the "overtime desired" lists do not provide sufficient people non-volunteers with the necessary skills, within the section where the overtime is needed will be utilized. Selection will be by inverse seniority on a rotating basis.
- F. In the event the "overtime desired" lists do not provide sufficient people, non-volunteers with the necessary skills, outside the section where the overtime is needed, will be utilized, on a rotating basis.
- G. At no time will an individual working overtime replace a Clerk in his/her bid assignment. Overtime personnel are to be used to augment the regular force, not to replace. Only after all regularly scheduled Clerks are being utilized in their bid assignment will overtime personnel bid assignments before volunteers, PTF's **and Non Career**.
- H. The uniform system for recording overtime opportunities for employees on the overtime desired list shall be as follows:

1. A "mark" will be given for any increment of overtime worked after thirty (30) minutes overtime scheduled or overtime offered. (For example, overtime offered in contravention of Article 8.5 F of the National Agreement shall be recorded as a "mark" provided the 12 hour and 60 hour limits are not involved.) This includes overtime on a holiday or a day designated as a holiday.
2. Employees reaching sixty (60) hours of any combination of work and/or leave (including LWOP) in a week will be considered unavailable for overtime for that week and will not be given further "mark" for that week.
3. Employees unavailable to be scheduled for overtime, due to off days, shall not be given a "mark".
4. Employees absent on leave or any detail (e.g., 204B voluntary detail outside of section etc.) shall be passed over and given a "mark". This includes being unavailable for scheduling due to any of the above.

Section 2. Part Time Flexible Hours (All Crafts)

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 "marks", one (1) more than the senior overtime volunteer.

Section 3. Maintenance / Custodial Craft (If Applicable)

- A. As far as practicable, additional positions created within the Maintenance Craft shall have a fixed basic workweek of five consecutive days upon consultation with the union.
- B. " Overtime desired list" shall be provided to the maintenance custodial craft.

Section 4. Overtime Notification (all crafts)

- A. The employer shall make every effort to give employees at least 1/2 hour advance notice of overtime, to the extent possible. If there is less than 1/2 hour advance notice, employees may request to be excused by submitting a Form 3971 and the supervisor will consider each request on an individual basis. Such requests will not automatically be denied.

Section 5. Establishment of Fixed or Rotating Schedules.

- A. It is agreed that management shall consult with and mutually agree with representative of the APWU on the establishment of any new assignment or position or new assignment will be posted with a fixed work week.

Section 6. Wash Up Time

- A. 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 ANNUAL LEAVE

SECTION 1. Clerk Craft

- A. The choice vacation period shall begin the first full week in January and extend through the end of November **and the days between Christmas and New Years.**
1. Selections for the choice vacation period shall start the first week of December and be completed by the last week of December.
 2. 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 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 2.
- B. All employees shall be granted their full allotment of up to fifteen continuous days within the choice period, according to their earned leave category. Employees shall also have the option to split their selection into a maximum of three (3) parts of five (5) day increments consistent with his/her entitlement under Article 10, Section 3-D 1-3 of the National Agreement.
- C. The maximum allowed off in the clerical craft shall be **determined by the number of authorized positions between the Waukesha Post Office and the New Berlin Post Office combined, including non career employees. The date to determine the actual number of authorized annual slots shall be November 15th. The below percentages will be used to determine the number of employees off.**
- | | |
|--|------------------------|
| 1. January through February | 6% |
| 2. March through April | 9% |
| 3. The week before and after Easter | 9% plus 1 slot |
| 4. May through the week prior to Memorial Day | 12% |
| 5. The week of Memorial Day through the week of Labor Day | 12% plus 1 slot |
| 6. The week after Labor through November | 9% |
| 7. Thanksgiving Week | 9% |
| 8. Christmas through New Years (12/26-12/31) | 12% plus 1 slot |
- D. The percentages in C-1,2,3,4,5,6,7 & 8 above establish a quota which shall not be reduced and shall be honored during the life of this Local Memorandum of Understanding in accordance with the terms of this provision with the following exception: **No more than 50% of Bulk Mail Tech/Clerk can be scheduled off at the same time.**
1. For the purpose of calculating the quota, five (5) days are considered to be a week. If five (5) days have been granted, the entire week is then blocked off.
 2. In computing the percentage, the rounding figure shall be .50.

- E. During the initial selection period as defined in 1-A above, selection shall be by clerk craft seniority and granted up to the established quota as defined in **C, 1-8 above between the Waukesha and New Berlin post offices.**
- F. An annual leave calendar will be posted after January 2nd so employees can determine the availability of unused or canceled annual leave slots.
- G. Annual leave requested for forty (40) or more hours after the provisions of 1-A and B above have been completed, shall be by submission of a PS Form 3971 shall be in triplicate to the supervisor. Upon submission, supervisor will immediately notify 3971 and return copy to employee. 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 working days after the PS Form 3971 was submitted to the supervisor. If PS Form 3971 is not returned within the 3 working days, the annual leave will automatically be approved. Such leave to be granted on a first come, first serve basis, except those requests received on the same day and will be by seniority.
- H. Annual leave requested for over (8) hours but less than forty (40) hours after the provisions of 1-A and B above have been completed, shall be by submissions of a PS Form 3971 in triplicate to the supervisor. Upon submission, supervisor will immediately notify 3971 and r return copy to employee. 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 then 3 working days after the PS Form 3971 was submitted to the supervisor. If the PS Form 3971 is not returned within the 3 working days, the annual leave will automatically be approved. Such leave to be granted on a first come, first serve basis, except those requests received on the same day and will be by seniority.
- I. Annual leave requested for eight (8) or less hours after the provisions of 1-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 3971 and return copy to employee. 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 then 2 working days after the PS Form 3971 was submitted to the supervisor. If PS Form 3971 is not returned within the 3 working days, the annual leave will automatically be approved. Such leave to be granted on a first come, first serve basis, except those requests received on the same day and will be by seniority.
1. In accordance with I above, annual leave for less than eight hours in a day shall constitute the slot being filled.
- J. Annual leave requested for December (**Other than the days between Christmas and New Years**) shall be by submission of a PS Form 3971 in duplicate to the supervisor. Requests for December 1st-24th may not be submitted before 10:30 A.M. on the first (1st) Tuesday in November. The granting of such leave requests is strictly at the discretion of the employer. The decision to approve or disapprove the requested annual leave shall be recorded on the PS Form 3971 and the duplicate copy returned to the employee by the Wednesday prior to the week in which the leave was requested.

- K. The first day of the employees vacation leave shall be the first day of the calendar week (Monday) and run through Sunday. Exceptions may be granted by agreement among the employees, the Union representative and the employer.
- L. An employee may cancel may cancel any annual leave in whole or 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 caused by a situation beyond their control.

Such cancellation shall not reduce the number of employees allowed on annual leave for the calendar period. Such cancellation must be noted on the official 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 open slot will be available to employees on a seniority basis.

Once an employee has selected a vacation, and the selection is approved in accordance with this article, the employee shall retain that annual leave period even if the employee bids to another section, unless the employee cancels in accordance with the provisions of this article. If off days and/or scheduled hours change employees may amend the 3971 to reflect their new schedule. The annual leave shall be charged against the quota in the section that the employee bid into can include it in the quota in that section, it should be also included, there by showing it as a cancellation in the losing section. Management will make the necessary changes on the annual leave calendar as soon as possible within seven (7) days of the posting results.

- M. An employee who is called for jury duty during their scheduled choice vacation period eligible for another available period providing this does not deprive any other employees of their choice for scheduled vacation.
- N. Attendance at National and/or State conventions shall be charged to the choice periods, unless the employee is a delegate to said convention, in which case they shall be entitled to another choice which will be considered a slot of the choice vacation period.
- O. The employer shall, no later than November 1, publicize on bulletin boards, the beginnings of the new year, which shall begin with the first pay period of the calendar year.
- P. All of the above provisions apply to the **Waukesha and New Berlin Branch post offices.**
- Q. Discretionary Leave (This Provision applies to both the Waukesha Office **and New Berlin post offices.**

Since administrative and service needs vary on a day to day basis, additional allotments of annual leave for the periods of less than an assigned work day may be granted at the discretion of the employer. For this purpose a sign-up sheet shall be provided by the employer and shall be readily available for all to sign or inspect. The sheet will be pre-numbered allowing for ten consecutive signatures. The sheet shall be maintained on a daily basis and no entries will be permitted prior to the current date. All leave applications submitted on a Form 3971 prior to the current date, shall have consideration over discretionary leave.

Discretionary leave, advanced by the supervisor, shall be in order of the daily sign-up sheet. Deviations and a brief explanation of cause shall be noted by the supervisor on the sign-up sheet. A form 3971 shall be completed when the employee is notified by the supervisor that discretionary leave has been granted.

Daily sign-up sheets or a copy shall be provided to the union upon request provided the request is made within fourteen (14) days of the date of the sign-up sheet requested.

SECTION 2. Maintenance Craft

Local Leave Program

- A. The choice vacation period shall be **the same as used in the Clerk Craft in Section 1.c.1-8 in this Article.**
- B. Requests for leave outside the choice period shall be made as far in advance as possible (other than emergency requests) by submitting PS Form 3971 in duplicate.

APWU CRAFT

ARTICLE 11. HOLIDAY SCHEDULING

A. For holiday scheduling, or the day designated as the holiday, will be according to the following sequence with the necessary skills.

1. Part-Time Flexibles
2. Holiday **Volunteers**
3. Overtime Volunteers
4. PSE Employees
5. Holiday Non-Volunteers
6. Overtime Non-Volunteers

B. Credit will be given to non-volunteers for the holiday worked. A uniform method for recording credit will be established. Holiday crediting procedures will continue form year to year for the life of the contract.

ARTICLE 12.

Section 1. Definition of "Tours" (All Craft)

"Tours" as referred to in this agreement, shall be classified by assignment with starting times as follows:

- A. Tour One: Any assignment with a starting time between 8:00pm and 3:59am
- B. Tour Two: Any assignment with a starting time between 4:00am and 11:59am
- C. Tour Three: Any assignment with a starting time between 12:00 noon and 7:59pm

Section 2. Definition of " Sections" for Reassignment Purpose Only (Clerk Craft)

- A. Distribution Clerks, Waukesha by tour
- B. Bulk Mail Technicians, (if applicable) by tour
- C. Accountant (if Applicable), Waukesha by tour
- D. Secretary (if applicable), Waukesha by tour
- E. Window Clerks, Waukesha by tour
- F. Vehicle Operations Maintenance Asst. (if applicable) Waukesha by tour
- G. Distribution Clerk, New Berlin by tour
- H. Bulk Mail Technicians (if applicable), New Berlin by tour
- I. Accountant (if applicable), New Berlin by tour
- J. Secretary (if applicable) New Berlin by tour
- K. Window Clerks, New Berlin by tour
- L. Vehicle Operations Maintenance Asst. (if applicable) New Berlin By tour

Section 3. Definition of "Section" for Reassignment Purpose Only (Maintenance Craft)

- A. Maintenance, Waukesha

APWU CRAFT

ARTICLE 13.

Light Duty

Section 1.

- A. Temporary light duty assignments may be made upon written request of the employee to the Postmaster, substantiated by written medical certification.
- B. After consultation between the employer and the union for the craft with light duty work exists in, such assignment shall be in accordance with the provisions of Art. 13 of the National Agreement and Employee Labor Relations Manual 546-141.
- 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 unless concurred with by the APWU.

ARTICLE 14.

Section 1. Representation (if Applicable)

- A. Safety and Health Committee meetings will be scheduled in accordance with Article 14, Section 7 of the National Agreement.
- B. The Union shall designate one representative for the Safety and Health Committee.

ARTICLE 17

Section 1. Labor / Management meeting (All Craft)

- 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 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.
- F. Where local committees are formed on a craft basis, a craft representative shall be designated by the Union's general President.
- G. The employer agrees to the scheme committee, as outlined in the National agreement.
- H. Technological and Mechanization changes shall be subjects recognized for discussion in all Labor / Management meetings.
- I. The employer shall advise the Union of changes due to technological and mechanizational improvements and the expected impact on the workforce as soon as these changes are known to the employer.

ARTICLE 20

Curtailment of Services

Section 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, of his/her designee, after consideration of appropriate Federal State, and Local governmental recommendation and directives shall 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.
- B. No announcement will be made if employees are required to report as scheduled.
- C. He/She shall give the text of such announcement to the supervisor on duty responsible for taking calls from off duty employees.
- D. 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.
- E. In these instances where operations are curtailed or terminated as set forth above, the employer shall apply the current administrative leave policy.

***** DOES NOT APPLY TO WAUKESHA *****

Waukesha Only

The text of such an announcement shall be made available to employees calling in

ARTICLE 37 CLERK CRAFT SUPPLEMENT

Section 1 Principles of Seniority

A. Full -Time Regulars

They shall apply to all full time regular employees in so far as it implies to the equitable distribution of bid assignment duties and hours of work provided such distribution is not in conflict with the National Agreement and other Articles of this Memorandum of Understanding.

B. Part-Time Regulars

Duties and duty hours shall be equitably distributed in so far as possible and with the skill, knowledge and capabilities of the employee to be considered.

Section 2. Seniority List

- A. The Installation head shall post an undated 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.

Section 3. Posting and Bidding

No assignment will be reposted when the change in starting time is one (1) hour or less. The criteria negotiated above will also apply to cumulative changes in starting times as defined in the National Agreement.

If the starting time of a bid assignment is changed by more than one (1) hour, after consultation with the Union (if there is no agreement) the bid position will be reposted.

- A. Length of posting shall be ten (10) days
- B. Fixed or rotating days shall be shown on the posting.
- C. The successful bidder shall be placed in the new position within twenty-eight (28) in so far as possible. (Except in the month of December)

THIS LOCAL MEMORANDUM OF UNDERSTANDING
SHALL BE EFFECTIVE DECEMBER 1, 2011
AND SHALL REMAIN IN FULL
FORCE AND EFFECTIVE UNTIL A
NEW LOCAL MEMORANDUM OF UNDERSTANDING
IS 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.

9.26.11

JEFFREY M. HANSEN
POSTMASTER-USPS, WAUKESHA, WI.

DATE

9/26/11

JEFFREY WORDEN
DIRECTOR, WEST SECTION
MILWAUKEE, WI AREA LOCAL APWU

DATE

9/26/11

PAUL J. MCKENNA
PRESIDENT
MILWAUKEE, WI AREA LOCAL, APWU

DATE