

2016

LOCAL MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE MILWAUKEE AREA LOCAL  
AMERICAN POSTAL WORKERS UNION, AFL-CIO  
AND  
THE UNITED STATES POSTAL SERVICE  
WILMOT, WISCONSIN 53192

## **TABLE OF CONTENTS**

Article 1.	Work Schedules	Page 1
Article 2.	Leave	Page 2
Article 3.	Overtime	Page 6
Article 4.	Postings	Page 6
Article 5.	Holiday Schedule	Page 6
Article 6.	Light Duty	Page 7
Article 7.	Curtailment of Operations	Page 7
Article 8.	Wash-up	Page 8
Article 9.	Parking	Page 8
Article 10.	Labor-Management	Page 8

**ARTICLE 1.           WORK SCHEDULES**

**Section 1.**           All full time regular positions shall have fixed off days.

**Section 2.**           Management shall give ten (10) days advance notice to the APWU representative when it is proposed to permanently change starting times, and/or scheduled off days.

**Section 3.**           Updated seniority lists for all APWU represented crafts will be provided to the APWU representative on a semi-annual basis.

**ARTICLE 2. LEAVE**

**Section 1. DEFINITIONS**

- A. "Guaranteed Leave." All leave scheduled on the vacation chart via regular round selections shall be guaranteed. Incidental leave requests submitted by the Wednesday immediately preceding the week in which the requested leave falls, and within the quota established in Article 2, Section 6 shall also be guaranteed. Wednesday shall include the day "Wednesday" i.e. prior to midnight on Wednesday.
- B. "Non-Guaranteed." Requests for incidental leave in excess of the quota established in Article 2, Section 6, or submitted after the Wednesday immediately preceding the week in which the requested leave falls. Management retains full discretion concerning approval of such requests.
- C. "Incidental Leave." Leave requested after the completion of the regular selection choices, or for periods not capable of being selected during the selection rounds.

**Section 2. ORDER OF SELECTION**

Employees will make annual leave selections in order of seniority.

**Section 3. VACATION PERIODS**

Vacation periods shall begin on Sunday, and end on Saturday

**Section 4. CHOICE PERIOD**

The choice vacation period shall be defined as beginning with January 2<sup>nd</sup>, and running through November 30<sup>th</sup>.

## Section 5.

### ANNUAL LEAVE CHOICES

- A. Employees shall be allowed two choice as follows:
  - 1. The first choice may consist of :
    - a. Three (3) consecutive weeks for employees who earn 20 to 26 days of annual leave only; or
    - b. Two (2) consecutive weeks; or
    - c. Two (2) weeks split; one (1) and one (1); or
    - d. One (1) week
  - 2. The second choice will be in two (2) phases:
    - a. Phase one: One (1) week
    - b. Phase two: Any remaining open leave (including single days and/or partial weeks).
- B. Employees shall commence their annual leave choices on or about February 1<sup>st</sup>, and continue until each employee has had the opportunity to make all choices afforded them in Section 5A (1) and (2).
- C. All annual leave selections/requests are not to exceed the employee's annual leave balance (regulars) or the leave that will be earned by the date(s) selected for Part-time flexibles and Transitional employees.
- D. 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 pick by utilizing the duplicate PS Form 3971 and return it to the employee no later than February 1<sup>st</sup>.

**Section 6. QUOTAS**

One clerk craft employee shall be allowed off on annual leave on any one day during the choice vacation period for that year. Should the number of clerk craft employees increase to twelve (12) or more. Two employees are to be allowed off on annual leave.

**Section 7. INCIDENTAL LEAVE**

- A. Incidental leave requests shall be on a first come first served basis. Where more than one request is received on the same date for the same date of leave, seniority shall apply. Requests for full weeks shall have preference over partial weeks.
- B. Incidental leave requests shall not be accepted more than six (6) months in advance. The six (6) months will be applied from the beginning day of the leave being requested. Regular round selections shall have preference where other requests are received prior to the round selections. A decision will be made as to approval, or disapproval, in accordance with the applicable provisions, as soon as possible.

**Section 8. RELINQUISHMENTS**

- A. Any employee with leave scheduled on the vacation selection chart shall be expected to use such leave, unless relinquished at least seven (7) days in advance of the beginning day (Sunday) of the leave slot (full week) involved. Relinquishments of scheduled annual leave, including partial week(s) or single day(s), shall be re-posted as soon as management is notified of the cancellation. It shall be posted for ten (10) days, or up to the Tuesday preceding the cancelled week.
- B. Clerks who bid on the relinquished leave will be granted that leave by seniority.
- C. Management will notify the successful bidder as soon as possible. The senior bidder will then complete PS-3971. Management shall approve the annual leave, and place the employee's name on the vacation chart.

**Section 9. CONVENTION LEAVE**

- A. Leave to attend union functions, which are known in advance, will be blocked out on the vacation chart, unless the leave is for a steward or a delegate. Any cancellations will be handled in accordance with the Relinquished Leave.
- B. For union functions not known or scheduled in advance; Management shall make every effort to release employees to attend these union functions.

**Section 10. JURY DUTY AND MILITARY LEAVE**

Jury duty and/or military leave shall not count against the allotted quota on the leave chart.

**Section 11. NOTIFICATION**

No later than November 1<sup>st</sup> of each year, Management shall post a notice advising employees of the beginning date of the new leave year.

**ARTICLE 3. OVERTIME**

**Section 1.** Overtime desired lists shall be posted by craft.

**Section 2.** Part-time flexibles converted to regular during the quarter shall be allowed to add their name to the overtime desired list.

**ARTICLE 4. POSTING**

The successful bidder for a duty assignment shall be placed in that new duty assignment no later than twelve (12) days after the winning bid is announced.

**ARTICLE 5. HOLIDAY SCHEDULE**

**Section 1.**

The provisions of this Article shall apply to holidays and designated holidays.

**Section 2.**

Management will schedule clerks to work on holidays in the following order:

- A. Part-time flexibles, to the extent possible, even if the payment of overtime is required.
- B. Full-time regulars who possess the necessary skills who volunteer to work on their holiday or designated holiday.
- C. Full-time regulars who possess the necessary skills who volunteer to work on their non-schedule day.
- D. PSE's to the extent possible, even if the payment of overtime is required.
- E. Full-time regulars who possess the necessary skills who did not volunteer to work on their holiday or designated holiday.
- F. Full-time regulars who possess the necessary skills did not volunteer to work on their non-scheduled day.



**Section 3.**

Volunteers for holiday work shall be accepted by seniority.

**Section 4.**

Non-volunteers shall be assigned on the basis of juniority.

**ARTICLE 6. LIGHT DUTY**

**Section 1.** The parties recognize that light duty assignments are supplemental to regular assignments, and shall not adversely affect a regularly assigned member of the regular work force.

**Section 2.** The parties agree that light duty assignments shall be administered in exactly the same manner prescribed by ELM (version 16) 546.142.

**Section 3.** If light duty is requested, Union and management will consult and reach an agreement in accordance with Article 30, Section B.16. No light duty assignments shall be implemented across craft lines into the crafts represented by the APWU without prior notification and agreement.

**ARTICLE 7. CURTAILMENT OF OPERATIONS**

**Section 1.** The Postmaster or his/her designee, after reviewing local, state, and/or federal recommendations, shall cause announcements to be made in a timely manner in the event employees are not to report for work.

**Section 2.** When it has been determined that employees should not report for work, the responsible postal official on duty shall initiate direct telephone contact to so advise employees. Such notification shall take place in such a manner so as to provide as much advance notice to employees as possible.

**Section 3.** In cases where employees report late due to emergency conditions, including severe weather conditions, they will be allowed to finish their schedule. Employees so affected, will also be allowed to change their schedule if necessary. Any schedule adjustments shall be made on a fair and equitable basis.

**Section 4.** In any emergency situation that requires APWU-represented employees to evacuate the building, the APWU Local President, or ranking officer available shall be contacted as soon as possible.

**Section 5.** A copy of the USPS Emergency Action Plan for the facility shall be furnished to the APWU Local President.

**ARTICLE 8. WASH –UP TIME**

The practice of affording reasonable wash-up time to all APWU represented employees shall continue. This shall apply to before lunch, before breaks, before end of tour, and to other times when needed.

**ARTICLE 9. PARKING**

Employee parking spaces are not assigned, however, parking spaces excess to the needs of the USPS shall continue to be made available, as is the current practice, for employee parking on a first come, first served basis, on the west side of the current facility.

**ARTICLE 10. LABOR-MANAGEMENT MEETINGS**

The parties to this agreement shall meet as mutually agreeable for the purpose of conducting Labor-Management meetings in accordance with the provisions of Article 17.5 of the National Agreement.


Agenda items for such discussions shall be exchanged at least two days prior to the scheduled meeting. Items not on the agenda will be discussed only by mutual agreement.


The number of representatives for each party permitted to attend shall be limited to three (3). One union representative shall be permitted to be on the clock.

Written disposition of such meetings shall be provided, to be signed by both the APWU President and the Postmaster or their respective designees. This will be accomplished on an alternating basis.

This Memorandum of Understanding is entered into on November 6<sup>th</sup>, 2016 at Wilmot, Wisconsin between the representatives of the United States Postal Service and the Designated Agent of the Milwaukee Area Local, American Postal Workers Union, AFL-CIO pursuant to the local implementation provisions of the 2016 National Agreement.

  
\_\_\_\_\_  
Loretta Jaffe, Postmaster  
Wilmot, Wisconsin  
For the U.S.P.S

  
\_\_\_\_\_  
Gregory Becker, South Sectional Director  
Milwaukee Area Local-APWU

 10/25/16  
\_\_\_\_\_  
Paul McKenna, President  
Milwaukee Area Local-APWU