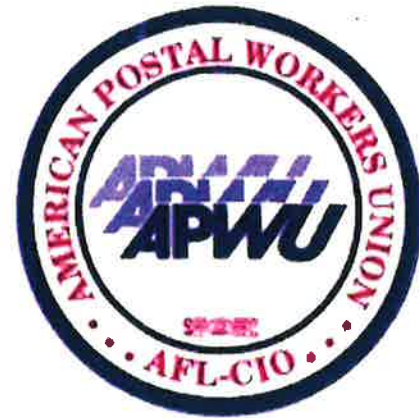


**-2021-**

**LOCAL MEMORANDUM  
OF UNDERSTANDING**



**United States Postal Service  
And  
American Postal Workers Union,  
AFL-CIO**

**Milwaukee, Wisconsin**

**April 1st, 2021 through September 20, 2021**



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**Article 7.1**

**ARTICLE 7**

**EMPLOYEE CLASSIFICATIONS**

**Section 1. Employee Complements (All Crafts)**

The total number of bargaining unit employees on the rolls, by craft, at the Milwaukee, WI Post Office shall be furnished upon request at reasonable intervals.

**ARTICLE 8**

**HOURS OF WORK**

**Section 1. Change in Work Week (All Crafts)**

Advance notice shall be given to the Union of any permanent change in the workweek, including changes in starting times, whether for individuals, sections or groups of individuals. The Union shall be consulted before these changes are made.

**Section 2. Wash-Up Time (All Crafts)**

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.

The parties recognize that the present language contained in the Local Memorandum of Understanding has not caused a problem due to the present manner in which it is applied. Therefore, it is the intent of the parties that by agreeing to carry forward the existing language, it is not expected the present application will be changed during the term of the Local Memorandum of Understanding without negotiations with the Union.

**Section 3. Work Hours (All Crafts)**

Supervisors shall not require, nor permit, employees to work "off the clock".

**Section 4. Identification of sections for overtime assignments and scheduling procedures (Clerk Craft)**

A. Overtime desired lists (Quarterly and Daily) shall be established wherein employees assigned to one of the following may volunteer to work overtime, by tour within their sections. The following shall define the sections:

1. **PLANT**
  - a. **Box**
  - b. **Outgoing**
  - c. **General Expeditors**

- d. Dock Expeditors
- e. Flat Automation
- f. Letter Automation
- g. Registry
- h. Nixie
- i. General Clerks
- j. PEDC (LDDC)
- k. Finance
- l. In-Plant Support
- m. Statistical Programs
- n. Complaints & Inquiry
- o. Human Resources
- p. Address Management System
- q. Business Mail Entry Office
- r. Business Mail Entry Unit
- s. Operation Programs Support

2. ANNEX

- a. Outgoing
- b. Expeditors
- c. SPBS
- d. General Clerks

3. STATIONS

- a. Each city stations, AMC, and main office window constitute individual sections
- b. Relief and Pool Clerks

4. CFS

B. The uniform system for the use of the overtime desired lists shall be as follows:

- 1. Quarterly overtime desired lists will be established by section and tour with the necessary skills, selection to be made by seniority on a rotating basis.
- 2. Employees who volunteer for Quarterly overtime will be allowed to designate whether they are available for overtime before tour/after tour and/or on non-scheduled workdays.
- 3. Employees who volunteer for Quarterly overtime will be able to designate whether they wish to work 10 or 12 hours.
- 4. Daily overtime desired lists shall be established by section and tour with the necessary skills wherein employees assigned to one of the above referenced sections may volunteer to work overtime, by tour with the necessary skills, within their respective sections, selection will be made by seniority. Excluding Stations, employees who volunteer for Daily overtime will be allowed to designate whether they are available for overtime after tour and/or their non-scheduled days. (For after tour, the employee signs

#### Article 8.4.B.4

for availability of 4 hours. The actual number of hours worked is determined by the overtime call. For their non-scheduled days, the employee signs for 8 hours). The exceptions under Article 8.7 in paragraph one apply to this provision.

5. With the exception of Stations, the sign-up times for the Daily overtime lists will be determined at the installation level by the local parties for the time they are to be posted and/or taken down.
6. In Stations, the Clerk Craft employees who sign the Daily OTDL must do so by Monday of the preceding Service Week. Daily Overtime desired lists shall be established wherein employees, with the necessary skills, may volunteer to work overtime, by tour within their respective stations. Employees who volunteer for Daily Overtime will be allowed to designate whether they are available for overtime before tour/after tour, and/or their non-scheduled days.
7. Should the Quarterly volunteer list within the section exceed the required number of people needed, selection shall start with the senior employee with the needed skills, on a rotating basis per the appropriate overtime desired lists.
8. In the event the Quarterly Overtime desired list does not provide sufficient people, then Daily Volunteers, within section, with the necessary skill will be utilized. Selection shall be by seniority.
9. Concerning **Subsection 8.4.A.1.a through 8.4.A.1.j (Plant) and 8.4.A.2 (Annex)** above, in the event the Quarterly and Daily overtime desired lists within the section do not provide sufficient people, **8.4.A.1 (Plant); 8.4.A.2 (Annex)** employees on the combined list with the necessary skills, will be utilized by seniority on a rotating basis by tour. Management shall have the right to decide the number of employees needed and the number of hours to be worked by each employee.
10. Concerning **Subsection 8.4.A.1.a through 8.4.A.1.j (Plant) and 8.4.A.2 (Annex)** above, in the event the overtime desired lists do not provide sufficient people, **8.4.A.1 (Plant); 8.4.A.2 (Annex)**, 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.
11. Concerning **Subsection 8.4.A.1.a through 8.4.A.1.j (Plant) and 8.4.A.2 (Annex)** above, in the event the overtime desired lists do not provide sufficient people, **8.4.A.1 (Plant); 8.4.A.2 (Annex)** Non-Volunteers with the necessary skills on the combined Non-Volunteer lists from outside the section where the overtime is needed, will be utilized. Selection will be by inverse seniority on a rotating basis.



12. Accordingly, the overtime pecking order for the Clerk Craft for **Section 8.4.A.1.a through 8.4.A.1.j (Main Plant) and 8.4.A.2 (Annex) above** will be as follows:

Quarterly OTDL in Section  
Daily OTDL in Section  
Quarterly OTDL out of Section  
Daily OTDL out of Section  
Non-Vols in Section  
Non-Vols out of Section

13. Accordingly, the overtime pecking order for the Clerk Craft for **Sections 8.4.A.1 (Main Plant) and 8.4.A.2 (Annex)** will be as follows:

**Annex Quarterly OTDL in Section**  
**Annex Daily OTDL in Section**  
**Annex Quarterly OTDL out of Section**  
**Annex Daily OTDL out of Section**  
**Combined Quarterly OTDL from Main Plant (who volunteer for Annex)**  
**Combined Daily OTDL from Main Plant (who volunteer for Annex)**  
**Combined Quarterly OTDL from Main Plant**  
**Combined Daily OTDL from Main Plant**  
**Annex Non-Vols, In section**  
**Annex Nov-Vols, Out of section**  
**Combined Main Plant Non-Vols**

- a) All volunteer overtime lists will be by section and tour with the necessary skills, selection to be made by seniority on a rotating basis.
- b) Mileage for using privately owned vehicles will be paid in accordance with the F-15 manual.

14. All OTDL volunteers who are already working at the Annex will have priority to work after tour overtime at the Annex, prior to any OTDL volunteers at the Main Plant.
15. Because the Annex is not part of the “out of section” overtime rotation with the Main Plant per Article 8.4.B.12 of the LMOU, the parties recognize that management is not obligated to call employees on the OTDL from the Main Plant to work overtime at the Annex when any PSE currently assigned to the Annex is utilized for overtime at the Annex.

**Article 8.4.B.16**

- 16. If management finds the need to bring mail from the Annex to the Main Plant the following pecking order to work that mail will apply:**
- a) Clerk Craft employees on the OTDL from the Outgoing Section in the plant (as identified in 8.4.A.1.b), by tour.**
  - b) Clerk Craft employees on the OTDL from the remaining “combined list” by tour.**
- 17. Concerning Subsection 8.4.A1.k through 8.4.A.1.s (Plant), 8.4.A.3.a (Stations) through 8.4.A.3.b (Relief and Pool Clerks) and 8.4.A.4 (CFS) above, overtime will be scheduled in accordance with the following pecking order:**

Quarterly OTDL in Section  
Daily OTDL in Section  
Non-Vois in Section

- a) Concerning Subsection **8.4.A.3.b (Relief and Pool Clerks)** above, overtime will be scheduled in accordance with the JCIM which states in relevant part; *“Pool and relief clerks will only be permitted to place their names on the overtime desired list of the pay location where domiciled.*

*When pool and relief clerks are assigned to units (station or branches) other than where their name is on the overtime desired list, they may be offered overtime, if available, after the overtime desired list is exhausted in that unit.*

*They may not place their name on that overtime desired list.”*

- b) At no time will an employee working overtime replace a clerk in his bid assignment. Overtime personnel are to be used to augment the regular workforce, not to replace it. Only after all regularly scheduled clerks are being utilized in their bid assignment will overtime personnel be used.

**Section 5. Identification of Sections for overtime assignments and scheduling procedures (Maintenance Craft)**

A. Overtime desired lists (Quarterly and Daily) shall be established wherein employees assigned to one of the following may volunteer to work overtime, by tour within their sections.

1. The following shall define the sections:

- a. Custodial Section, Stations and Branches to include VMF, AMC, Extended Annex and utility custodians, by tour.
- b. Custodial Section, Milwaukee Mail Processing Annex, by tour.
- c. Custodial Section, Main Office, by tour.
- d. Maintenance Mail Processing Equipment (MPE) Section, Main Office, by tour, consisting of the following occupational groups:
  - 1) Electronic Technicians
  - 2) MPE Mechanics
  - 3) Maintenance Mechanics
  - 4) Postal Machine Mechanics
- e. Maintenance Mail Processing Equipment (MPE) Section, Milwaukee Mail Processing Annex, by tour, consisting of the following occupational groups:
  - 1) Electronic Technicians
  - 2) MPE Mechanics
  - 3) Maintenance Mechanics
- f. Building Equipment Maintenance (BEM) section, Main Office, by tour, consisting of the following occupational groups:
  - 1) Electronic Technicians
  - 2) Building Equipment Mechanics
  - 3) Maintenance Mechanics
  - 3) Letter Box Mechanics
  - 4) Carpenters
  - 5) Painters
  - 6) Electricians
- g. Building Equipment Maintenance (BEM) Section, Milwaukee Mail Processing Annex, by tour, consisting of the following occupational groups:
  - 1) Building Equipment Mechanics
  - 2) Maintenance Mechanics

**Article 8.5.A.1.h**

- h. Maintenance Operations Support, Main Office, by tour, consisting of the following occupational groups:
  - 1) Maintenance Operations Support Clerk PS-07
  - 2) Maintenance Operations Support Clerk PS-06
- i. Maintenance Operations Support, Milwaukee Mail Processing Annex, by tour, consisting of the following occupational groups:
  - 1) Maintenance Operations Support Clerk PS-07
- j. Field Maintenance Office, by tour, consisting of the following occupational groups:
  - 1) Area Maintenance Technician PS-09
  - 2.) Area Maintenance Specialist PS-08

**B. The uniform system for the use of the overtime desired lists shall be as follows:**

1. Quarterly Overtime desired lists (for the sections defined above) will be established by section and tour with the necessary skills, selection(s) will be made by seniority on a rotating basis. Employees who volunteer for Quarterly overtime will be allowed to designate whether they are available for overtime before tour, and/or after tour, and/or their non-scheduled days. Advanced work scheduling is often possible by nature of maintenance work. Management will accordingly make an effort for the affected employees to know of non-scheduled day overtime calls by a posting in advance of their non-scheduled days. In determining if the employee has the necessary skills for the overtime assignment, the type of work required, employee qualifications or training, and/or those who have performed the duties on their regular assignment will be considered as possessing the skills needed for the overtime assignment. Maintenance crafts will only be notified of the overtime schedules via the written overtime posting or the supervisor's verbal notification while the employees are on duty.
2. In addition, Daily Overtime desired lists shall be established by section and tour with the necessary skills wherein employees assigned to one of the above referenced sections may volunteer to work overtime and selections will be made by seniority.
3. Employees who volunteer for Daily overtime will be allowed to designate whether they are available for overtime after tour and/or their non-scheduled days.
4. For after tour, the employee signs for availability of 4 hours. The actual number of hours worked is determined by the overtime call. The exceptions under Article 8.7 in paragraph one apply to this provision.
5. For their non-scheduled days, the employee signs for 8 hours. The employee will be allowed to designate their availability for either or both of their non-scheduled workdays. The exceptions under Article 8.7 in paragraph one apply to this provision.

6. The sign-up times for the Daily overtime lists will be determined at the installation level by the local parties for the time they are to be posted and/or taken down.
- C. Accordingly, the overtime pecking order for Section 5.A.1.A identified above, in the Maintenance Craft, will be as follows:
1. For the purpose of same day overtime, at a given station/branch (before or after tour), only overtime volunteers, assigned at the station/branch at the time will be considered available as overtime volunteers.
  2. Custodial employees in the Stations and Branches section will be allowed to designate whether they are available for overtime in their bid duty station, and/or at any other Stations and Branches where overtime becomes available.
  3. For the purpose of custodial section non-scheduled day overtime at a given Station or Branch the following pecking order shall apply.
    - a) Custodians on the Quarterly OTDL, whose bid assignment is at the Station and Branch (to include the AMC, VMF, and the Extended Annex) where the need for the overtime arises, with the needed skills, on a rotating basis, by tour.
    - b) Utility and other Custodians on the Quarterly OTDL whose bid assignment is at other Stations and Branches, with the needed skills, on a rotating basis, by tour.
    - c) Custodians at the Stations and Branches who volunteer to work overtime on the Daily Overtime list, with the needed skills by seniority.
- D. Accordingly, the overtime pecking order for Section 5.A.1 B through J identified above, in the Maintenance Craft, will be as follows:

Quarterly OTDL in Section  
Daily OTDL in Section  
Quarterly OTDL out of Section  
Daily OTDL out of Section  
Non-Vols in Section  
Non-Vols out of Section

1. Selection shall start with the senior employee on the Quarterly Overtime desired list, with the needed skills, on a rotating basis.
2. In the event the Quarterly Overtime desired list does not provide sufficient people, then Daily Volunteers, within section, with the necessary skill will be utilized. Selection shall be by seniority.

### **Article 8.5.D.3**

3. In the event the overtime desired lists does not provide sufficient people, then Non-Volunteers with the necessary skill will be utilized. Selection shall be by inverse seniority, on a rotating basis.
4. An employee working on overtime will not normally displace an employee working in his regularly scheduled assignment.

### **Section 6. Identification of Sections for overtime assignments and scheduling procedures (Motor Vehicle Craft)**

A. Overtime desired lists (Quarterly and Daily) shall be established wherein employees assigned to one of the following may volunteer to work overtime, by tour within their sections.

1. The following shall define the sections:

a. Motor Vehicle Service (By Job Classification):

- 1) Level 7-Motor Vehicle Operators
- 2) Level 8-Tractor / Trailer Operators
- 3) Level 6-Clerk Vehicle Dispatcher
- 4) Level 7-Driver Instructor / Examiner

b. Vehicle Maintenance (By Job Classification), by Tour.

c. The uniform system for the use of the overtime desired lists shall be as follows:

- 1) Employees on a schedule change or any detail (e.g., 204B, voluntary detail outside the section, etc.), with the exception of scheduled out of tour overtime and scheduled out of tour Holiday calls, will be passed over for Craft overtime assignments, unless all available bargaining unit employees are maximized. If an employee's scheduled off day(s) is/are changed, the employee will be considered unavailable for full tour overtime on the new off day(s). In addition, employees on leave will be unavailable for any Craft overtime assignment during that leave period.
- 2) Overtime desired lists shall be established by section, by tour and level, among qualified employees desiring to work overtime during the quarter and having placed their names on the overtime desired list, doing similar work with the necessary skills by seniority on a rotating basis. Employees who volunteer for overtime will be allowed to designate whether they are available for overtime before tour and/or after tour and/or on non-scheduled days and/or out of tour. Employees who volunteer for overtime will be allowed to designate whether they wish to work ten (10) or twelve (12) hours. In addition, employees not on the Quarterly OTDL, will be allowed to sign a Daily overtime list no later than two (2) days prior to the posting of the weekly schedule. Employees signing the Daily list will only be allowed to choose full tour overtime for their scheduled off day(s), with a choice of tour and/or out of tour.

- 3) If the voluntary overtime desired list on a particular tour does not provide sufficient qualified employees prior to penalty overtime, qualified full-time employees having signed the overtime desired lists for out of tour overtime, will be called, then qualified Full Time employees having signed the Daily list (Tour, Out of Tour). Once in penalty overtime, the selection will be as follows: Tour, Out of Tour, Daily (Tour, Out of Tour), by seniority, prior to the Non-Volunteers. If the voluntary overtime desired list(s) do not provide sufficient people, qualified Full-Time employees not on the lists (s) may be required to work overtime on a rotating basis with the first opportunity assigned to junior employees.
- 4) Assignment of Full-time Flexible employees shall be made according to seniority and preference of tour, whenever possible, after temporary hold down preference
- 5) No driver should be scheduled to work with less than ten (10) hours off between the employees' end tour and begin tour.
- 6) During the period of December, when the sixty (60) hour cap is lifted, drivers on the OTDL may work up to 68 hours.
- 7) When a Postal Support Employee (PSE) is promoted to full-time, 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. They will be allowed to sign up within the first 5 days of their return to work after the promotion.

**Section 7. Additional Overtime Procedures (All Crafts)**

- A. "Employees on leave or any detail (e.g., 204-b, voluntary detail outside the section, etc.) will be passed over for craft overtime assignments. In addition, if an employees scheduled off day(s) is/are changed, the employee will be considered unavailable for full tour overtime on the new off day(s). Additionally, the employee will be unavailable for any before tour or after tour overtime when the employee's begin tour is changed. At no time will an employee gain overtime as a result of their schedule change unless all bargaining unit employees are maximized. (This language excludes the Motor Vehicle Craft).
- B. **A Quarterly Clerk or MVS OTDL employee who accrues five (5) "strikes" in a quarter shall be removed from the Quarterly OTDL for the balance of the quarter. A "strike" is defined as follows: When a Quarterly OTDL employee fails to report for or writes out of overtime for which they would have been reached in rotation. (The Maintenance Craft will have "six strikes").**
- C. An OTDL employee changing sections/tours for any reason, except schedule changes during the quarter, will remain on the OTDL and they will be placed on the gaining sections OTDL based on their seniority.

#### Article 8.7.D

- D. A Non-OTDL employee changing sections/tours for any reason, except schedule changes during the quarter, will remain on the Non-OTDL and they will be placed on the gaining section Non-OTDL based on seniority.
- E. Light/limited duty employees will be assigned overtime for the section they were assigned to work immediately prior to the beginning of their light/limited duty assignment, consistent with the individual employee's medical restriction and the provisions of Article 8. Additionally, if management changes the tour of a light or limited duty employee, currently on the OTDL, then the above would apply on the new tour. If not on the OTDL (at the time of tour change) employees are eligible to sign the OTDL at the beginning of the next quarter, consistent with the above.
- F. Permanent Rehab employees are to be assigned to the sections in their "job offers" for the purposes of Article 8.
- G. No employee will be permitted on the OTDL after the sign-up period. "Except" if an employee was not at work during the entire sign-up period. They will be allowed to sign-up within the first 5 days of their return to work.
- H. An employee who signs on the BT/AT and off day quarterly overtime list will be allowed to withdraw their names from either the BT/AT or off day list. Management does not have to immediately honor the request if the employee is needed for overtime on the day the request is made or if the employee has previously been scheduled. Once the employee gets off the OTDL, they cannot get back on the list they withdrew from during that quarter.
- I. Employees on the OTDL within the section will be utilized to the maximum extent possible prior to OTDL Volunteers from outside the section.
- J. **Employees who are currently on the OTDL will have their current overtime list designation(s) automatically rolled over to the next quarter unless they indicate they want to get off the list or make changes to their current overtime designation(s).**
- K. Employees will be allowed to change their 10- or 12-hour designation once during the quarter. Management does not have to immediately honor their request if the employee is needed for overtime on the day the request is made or if the employee has previously been scheduled.
- L. When scheduling for non-scheduled off day overtime, a separate off day list will be used showing common off days. (I.E. Saturday / Sunday and Sunday / Monday list if the call is for a "Sunday" overtime) Rotation will be by seniority with the necessary skill(s), etc, and will follow the same principles as the before and after tour scheduling of overtime. Non-Volunteer overtime will be by inverse seniority; however, nothing herein is intended to mandate management to call non-scheduled off day overtime more than (1) one day in advance.



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

**ARTICLE 8 QUESTIONS & ANSWERS**

**(These apply to ALL Crafts unless specifically identified otherwise)**

- Q1. When can employees sign the quarterly overtime desired lists?
- A1. Employees will be allowed to sign the quarterly overtime desired lists during the first fifteen (15) days of the month immediately preceding the overtime quarter. For example, if an employee wants to sign the overtime desired list for the fourth quarter of the year, they would have from September 1<sup>st</sup> to September 15<sup>th</sup> to do so.
- Q2. **If an employee is currently on the OTDL, are they required to sign the OTDL for the next quarter?**
- A2. **No, Employees who are currently on the OTDL will have their current overtime list designation(s) automatically rolled over to the next quarter UNLESS they indicate they want to get off the list or make changes to their current overtime designation(s).**
- Q3. When a Quarterly volunteer requests to be removed from the OTDL or is removed under Article 8.7.B. of this agreement, can they sign the Daily OTDL?
- A3. Yes.
- Q4. When Quarterly OTDL employees are working after tour overtime and there is a need for additional overtime among some of those employees, who gets the additional overtime?
- A4. Senior employees on the appropriate Quarterly overtime list will be allowed to work the additional overtime prior to junior employees.
- Q5. When can a Daily Volunteer be called for overtime for full tour?
- A5. After Quarterly Volunteers have been called, including those who would be called at the penalty rate, but prior to Quarterly Volunteers on the combined list.
- Q6. When can a Daily Volunteer be called for after tour overtime?
- A6. After the Quarterly Volunteers have been maximized (up to 12 hours) unless management is operating to meet on operational window.

## Article 8 Q's & A's

- Q7. When Daily and Quarterly overtime employees are working simultaneously after tour overtime, due to an operational window, and the need for additional overtime is determined, who gets the additional overtime?
- A7. Quarterly by seniority up to 12 hours, then Daily Volunteers by seniority (if management is not managing to an operational window).
- Q8. When Quarterly and Daily OTDL employees are already working after tour overtime and there is a need to cancel the rest of the after tour overtime call for some of those employees, whose overtime is cancelled first?
- A8. The cancellation will be made by juniority for Daily OTDL then by juniority for Quarterly OTDL.
- Q9. How is full tour penalty overtime called for OTDL employees?
- A9. Penalty overtime in each section will be by seniority and necessary skills on a rotating basis during the quarter. (This excludes Maintenance calls during the three (3) days of a Holiday. See Article 11.2)
- Q10. If an employee is an overtime volunteer for full tour only, and not on the before and after tour volunteer list, must management call them for a two (2) or four (4) hour overtime call prior to an employee who is not on any overtime list?
- A10. No. An employee who has not volunteered for a specific overtime desired list will be considered a Non-Volunteer for any such overtime.
- Q11. Can employees be called for overtime before their scheduled begin tour on a day they are scheduled to work full tour overtime?
- A11. Yes; however, management retains the right to utilize employees on the appropriate overtime list at 150% prior to employees at the penalty overtime rate.
- Q12. If the OT call is for four (4) hours before or after tour in Outgoing, based on a mail dispatch commitment, are the ten (10) hour Volunteers available?
- A12. Only those OTDL who signed the twelve (12) hour list in the Outgoing section are available, unless all twelve (12) hour Volunteers outside the section have been used, then the ten (10) hour Volunteers in the Outgoing Section would be used before going to any ten (10) hour Volunteers outside the section or any Non-Volunteers.

Q13. Can a ten (10) hour OTDL be forced to work Twelve (12) hours?

A13. Yes. If all available twelve (12) hour Volunteers have been used, both within the section and from the combined list, then the ten (10) hour Volunteers, within the section, would be called **for twelve (12) hours** before for any ten (10) hour Volunteers from the combined list or any Non-Volunteers.

Q14. If the OT call is for two (2) hours before or after tour, which OTDL are considered available?

A14. Both the ten (10) hour OTDL and the twelve (12) hour OTDL, based on seniority on a rotating basis, within the section first.

Q15. If there are not enough twelve (12) hour OTDL within the section for a four (4) hour before or after tour call, who from outside the section would get called for the overtime?

A15. The twelve (12) hour OTDL from the combined list, by seniority, on a rotating basis.

Q16. What if I miss the OTDL sign up period?

A16. If you were not at work during the entire sign up period, you would be allowed to sign up for the OTDL within five (5) days of your return to work.

Q17. If a section needs twenty-five (25) OTDL for two (2) hours each (no mail dispatch commitment), can management utilize OTDL from outside the section if the twelve (12) hour OTDL from within the section only work ten (10) hours?

A17. No. Anytime an OTDL from outside a section is utilized, the OTDL Volunteers in the section must be utilized to the maximum extent possible (twelve (12) hours Volunteers must work twelve (12) hours and ten (10) hour Volunteers must work ten (10) hours).

Q18. If an overtime call in the Outgoing Section is for fifteen (15) OTDL for four (4) hours each, who is called?

A18. The twelve (12) hour OTDL from the Outgoing Section, then any additional twelve (12) hour OTDL from the combined list.

Q19. If the overtime call is for a Duty Assignment that is a higher level than the employees bid job, will they be paid at the higher level rate?

A19. Yes.

Q20. Can employees who have bid out of a section with a skill (i.e. FSM, SPBS, Etc.), be utilized for overtime in the section with the former skill?

A20. No. The skill is utilized for bidding purposes only.

**Article 8 Q's & A's**

**Q21. Can the OTDL in Subsection 8.4.A1.k through 8.4.A.1.s (Plant) of the LMOU be called for overtime in Subsection 8.4A.1.a through 8.4.A.1.j (Plant)?**

**A21. Yes.**

**Q22. Can the OTDL in Subsection 8.4.A.1.a through 8.4.A.1.j (Plant) and Subsection 8.4.A.2 of the LMOU be called for overtime in Subsection 8.4.A.1.k through 8.4.A.1.s (Plant)?**

**A22. No.**

**Q23. What options does an overtime volunteer have?**

**A23. Overtime Volunteers can sign the following lists:**

1. Before and after tour. (One list and the employee is considered available for both, except in the Maintenance Craft. See Article 8.6.B)
2. Full tour. (8 hours)
3. Ten (10) or twelve (12) hours.

**Q24. If an employee changes sections during the quarter, may they change their OT designations?**

**A24. Only per Article 8.7.C.**

**Q25. If an employee is a twelve (12) hour volunteer, can they change to a ten (10) hour volunteer during the quarter?**

**A25. Yes. Employees can change their designation one (1) time per quarter according to Article 8.7.J**

**Q26. If an employee is a ten (10) hour volunteer, can they change to a twelve (12) hour volunteer during the quarter?**

**A26. Yes. Employees can change their designation one (1) time per quarter according to Article 8.7.J**

**Q27. If an employee is a full tour only volunteer, can they change to a BT/AT volunteer during the quarter?**

**A27. No**

**Q28. If an employee is a BT/AT only volunteer, can they change to a full tour volunteer during the quarter?**

**A28. No**

Q29. Is the quarterly OTL used for the Holiday scheduling for full tour overtime?

A29. No. The OTDL is not used when preparing the full tour Holiday schedule. (See Article 11.)

Q30. How is before or after tour overtime called on the three (3) days of a Holiday?

A30. Before or after tour overtime is called from the employees on the appropriate quarterly OTDL available on that day.

Q31. How many hours in a service day or in a service week can an overtime Volunteer work?

A31. An overtime Volunteer can only work twelve (12) hours a day and up to sixty (60) hours a week (excluding the month of December per the National Agreement).

Q32. How many hours in a service day or in a service week can a Non-Volunteer work?

A32. A Non-Volunteer can work a maximum of ten (10) hours a day on four (4) of their five (5) normal workdays and can work eight (8) hours on one of their non-scheduled days (excluding the month of December per the National Agreement)

**Q33. How do clerks that work at the main plant sign up to work overtime at the Annex?**

**A33. When a clerk who works at the main plant signs the quarterly OTDL, they will have an additional option to work at the Annex.**

**Q34. If I am a quarterly OTDL volunteer at the main plant, can I be forced to work at the Annex?**

**A34. Yes. Management may draft OTDL volunteers from the main plant after calling those on the OTDL who volunteered to work at the Annex.**

**Q35. Can Non-Volunteers from the main plant be drafted to work overtime at the Annex?**

**A35. Yes, in accordance with the pecking order found in Section 8.4.B.13 after all OTDL vols from the main plant and all Annex non-volunteers have been called.**

**Q36. Are clerks working at the city stations or CFS allowed to sign the OTDL to work at the Annex?**

**A36. No**

Article 8 Q's & A's

**The following questions and answers apply to the Motor Vehicle Craft only:**

- Q37. Can overtime Volunteers working in Motor Vehicle Services work outside of their Bid tour?
- A37. Yes. Employees in Motor Vehicle Services may volunteer to work outside their Bid tour prior to Non-Volunteers being forced to work. (See the pecking order for Motor Vehicle Services employees in Article 8.6.c.4)
- Q38. What is the pecking order for Full Tour Overtime for Motor Vehicle Services?
- A38. OTDL Tour Volunteers by section (regular overtime rate)  
OTDL Out of Tour Volunteers by section (regular overtime rate)  
Daily Volunteers by section (In Tour / Out of Tour at the regular overtime rate)  
OTDL Tour Volunteers by section (penalty overtime rate)  
OTDL Out of Tour Volunteers by section (penalty overtime rate)  
Daily Volunteers by section (In Tour / Out of Tour at the penalty overtime rate)
- Q39. How is the Overtime Rotation tracked for Motor Vehicles Services?
- A39. Overtime rotation for Motor Vehicle Services is credited by Marks. An overtime Mark is given for each full tour overtime worked and /or each full tour unavailable to work.
- Q40. Does an Off Day(s) during leave period receive a Mark for being unavailable?
- A40. Overtime rotation for Motor Vehicle Services is credited by Marks. An overtime Mark is given for each full tour overtime worked and /or each full tour unavailable to work.
- Q41. Can Before and /or After Tour Overtime Volunteers within a section be used prior to Full Tour Overtime Volunteers for Full Tour Overtime?
- A41. No
- Q42. Can an employee on the OTDL be taken off the list involuntarily?
- A42. Yes. (See Article 8.6.C.2)
- Q43. Can a PSE employee work overtime before the OTDL or Daily List?
- A43. No. However, the parties agree that if any future changes occur with the PSE MOU or CBA that affect this specific issue, the parties will follow the National Agreement.

Q44. Can an Overtime Volunteer in Motor Vehicle Services be contacted outside of work when an overtime opportunity becomes available?

A44. Yes. The overtime marks determine who is next in line for overtime (Senior Volunteer with the least marks, within the pecking order). If an Overtime Volunteer who receives a call, declines the overtime, a mark is given. When time permits, if an Overtime Volunteer is needed, a reasonable effort will be made to reach them by phone and a message will be left to call dispatch within 15 minutes. Once the 15 minutes expires a call will be made to the next senior overtime Volunteer with the least marks. The process will continue and the overtime will be given to the first Volunteer who accepts. Once the 8 hour OTDL or Daily is exhausted by this processor at 1.5 hours prior to the overtime, Before and/or After Tour Volunteers may be used.

Q45. If additional overtime is needed after the overtime call is posted, how is it done?

A45. By the pecking order and marks even if the original overtime call needs to be amended.

## **ARTICLE 10**

### **LEAVE**

#### **Section 1. Guidelines for the Curtailment or Termination of Postal Operations to Conform to Local Authorities or, as Conditions Warrant, Due to Emergency Conditions (All Crafts)**

The Installation Head or 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 as to whether or not 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.

Employees who are operating a motor vehicle in a duty capacity when a tornado warning is in effect should contact their supervisor for instructions.

In any instance, when operations are curtailed or terminated, the Employer shall apply the current administrative leave policy as appropriate.

## **Article 10.2**

### **Section 2. Employees on Leave with Regard to Union Business (All Crafts)**

The Employer will give full consideration to granting leave to organizational representatives and employees, subject to service needs, for the purpose of attending regular or special meetings and/or union activities.

### **Section 3. Christmas Eve Policy (All Crafts)**

- A. Requests for one (1) to four (4) hours of Annual Leave will be honored, subject to service conditions, for Full Time Tour Three employees.
- B. Tour Three employees requesting temporary schedule changes (via a PS Form 3189) for Christmas Eve will be granted same within that tour, subject to service conditions.
- C. Tour Two employees will be expected to work their full tour of duty on December 24th to enable these Tour Three requests to be granted.

### **Section 4. Formulation of Local Leave Program (All Crafts)**

- A. The choice vacation period shall be January through the first full week following the last Friday in November, inclusive.
- B. No later than November, the Employer will publicize the beginning of the new leave year.
- C. The same method of vacation leave scheduling shall be used in all sections. Management shall furnish visual notice to each employee of his/her selected vacation, by posting sectional schedules on bulletin boards. Employees may make their selections(s) according to Article 10 Section 4.F, of this agreement, via a PS Form 3971 prepared in triplicate. All three copies of the PS Form 3971 will be dated and marked notified. The top two will be retained by management. The third and bottom copy, which is notified only, will be returned to the employee. Prior to the commencement of the leave selection, the request will be finalized in accordance with the employee's current Annual Leave balance. If the employee has not preserved an adequate balance, the request will be denied and the Annual Leave slot will be released immediately.

An employee who has no leave to cover his/her vacation pick/choice during the choice vacation period may be granted LWOP to cover the absence. The granting of LWOP is a matter of administration discretion. (Robert W. McAllister Award, July 1, 1997)



#### Article 10.4.D

- D. A calendar shall be used in each section with the current and the next month posted for review. The remaining months will be made available for review so that employees of the section may determine the availability of unused or canceled Annual Leave slots.
- E. The initial selection period shall be from December 1 through December 31 of each year. The vacation schedule will be completed by January 2 and the employees notified in accordance with Subsection C above.
- F. During the initial selection period, an employee shall be entitled to one (1) choice. The choice may be split, at the employee's option, 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.
- G. The number of employees allowed off in each craft/section shall be determined by the number of authorized positions in the craft/section no sooner than two (2) weeks prior to the initial vacation selection period.
- H. Once an employee has selected a vacation, and the selection is scheduled 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 schedule 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 initial selection was made unless the section that the employee bid into can include it in the quota of that section, it should be so included, thereby 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 posting results.
- I. An employee may cancel any Annual Leave, in whole or in part, which has been scheduled for him/her by presenting a completed duplicate PS Form 3971 to the supervisor no less than two (2) weeks in advance of the first day of the service week in which the Annual Leave was to have been taken.

This provision shall apply in all cases except when the employee is able to document that the reason for the cancellation was unknown two (2) weeks prior to the service week or was caused by a situation beyond his/her control. Such cancellation shall not reduce the number of employees allowed off on Annual Leave for the canceled period. Such cancellation must be so noted on the calendars on the day the request for cancellation is received by the employer in order that the remaining employees in the section will be apprised of the availability of that leave period.

## Article 10.4.J

- J. Requests for Unused Annual Leave, other than during the initial selection period, up to the quota established in the craft section, shall be granted in accordance with the following procedures:
1. Leave slots within the quotas established by section, which are not filled during the initial selection period, shall be granted on a first-come, first-served basis, with preference given to requests of one (1) week or more if the requests are received on the same day.
  2. Employees requesting Annual Leave for a time period within the next two (2) to eight (8) days will submit PS Form 3971 in triplicate to their immediate supervisor. The PS Form 3971 will be returned as soon as possible but not less than two (2) days prior to when the Annual Leave is to commence. The employee must be available at work to receive the approved or disapproved PS Form 3971.
  3. Employees requesting Annual Leave in the future (more than eight (8) days out) will submit PS Form 3971, in triplicate to their immediate supervisor. These requests will be returned to the employee no later than seven (7) calendar days after submission of the PS Form 3971. If the supervisor does not return the PS Form 3971 within the aforementioned timeframe, then the requested leave shall be considered approved, as long as the employee has a PS Form 3971 signed as "notified" by the supervisor (excluding Holiday weeks defined in Article 10. 4.V.2).
  4. All requests for Annual Leave submitted and accepted by the employee's immediate supervisor, unless immediately approved or disapproved, will be recorded as "notified" and the third copy given to the employee at the time the PS Form 3971 is submitted and accepted. The Annual Leave of any employee who takes the requested Annual Leave without possessing a "notified" copy of the PS Form 3971 shall be considered disapproved. The employee must be available at work to receive the approved or disapproved PS Form 3971.

This provision does not apply to requests for Annual Leave during the initial selection process under Article 10.4.A of this agreement.

## Article 10.4.K

- K. Requests for Cancelled Annual Leave, up to the quota established in the craft section, shall be granted in accordance with the following procedures.
1. Employees will be allowed to submit for a cancelled annual leave slot(s) within ten (10) days of the slot(s) being cancelled. Within 2 days after the 10-day period, the annual leave slot(s) will be granted within the proper quota for the section based on the following:
    - a. Requests for full week or more, by seniority.
    - b. Requests for less than full week by seniority.
  2. If any of the aforementioned "cancelled" annual leave slot(s) remain vacant after the 10-day period as outlined above, they will be awarded in accordance with Article 10.4.J.
  3. Requests of less than four (4) hours within the quota are an exception to the above and will be governed by Article 10.4.P.4-5, below.
- L. If two (2) or more requests are received simultaneously (within the same tour on the same day) within any of the priorities in Subsection J and K above, seniority will be the governing factor.
- M. Request for Annual Leave for vacations will be submitted on a PS Form 3971. The PS Form 3971 will reflect both scheduled workdays and one (1) set of off-days, at the option of the employee, i.e., each week of leave will reflect seven (7) days.
- N. Excluding selections for the period between Christmas (December 26<sup>th</sup>) and New Year's (December 31<sup>st</sup>), full weeks of Annual Leave shall commence on the first day of the employee's basic workweek, or at the start of the service week, at the option of the employee, with the exception of station clerks. (Vacation periods for station clerks will begin on a Sunday and end on a Saturday, inclusive.) The employee will exercise this option at the time of submission of the request for leave. In the event the employee selects the basic workweek, the leave period shall be applied against the quota for the week in which the majority of Annual Leave days are charged.
- O. **Except for the Clerk Craft as identified in Section 5 of this Article**, any resulting overlap created as a result of the employee's options in Section M above will be limited to twenty percent (20%) of the total number of authorized annual leave slots, but no less than one (1). (i.e. In a section of 100 employees, for a period in which the annual leave quota is 17%, the number of authorized slots is 17. Twenty percent (20%) of the 17 authorized annual leave slots is 3.4 slots equating to 3 additional "over quota" slots {rounding rules for percentages resulting in a fraction currently identified in Article 10.4.Q of this LMOU apply} for a total of no more than twenty (20) employees allowed off.)

## Article 10.4.P

- P. The following applies to Annual Leave requests beyond the quota established for each section:
1. Annual Leave requests for an employees full scheduled day (except emergency leave) shall be requested in writing on a duplicate PS Form 3971 at least two (2) days in advance.
  2. Management will render a decision as soon as possible based on the applicant's seniority, but no later than one (1) calendar day prior to the requested period.
  3. If, under Subsection 1 above, a request is made for a full week or more, a decision shall be rendered at least seven (7) calendar days prior to the requested period if the application was submitted at least (2) weeks prior.
  4. Employees requesting short-term Annual Leave when at work shall submit their request to their immediate supervisor within the first two (2) hours of their tour.
  5. Management shall render a decision based on the applicant's seniority, whether the request may be granted or denied. Management's decision shall be made known to the employee no later than the third hour of the tour.
- Q. When percentages are used to express the quota allowed off and the application of the percentage results in a fraction, if the fraction is five-tenths (5/10) or larger, the number will be the next highest number. If the fraction is less than five-tenths (5/10), the next lower number will be used except when less than one (1), then one (1) will be used.
- R. Employees chosen or elected to attend a National or State Union Convention shall not have this time charged to their Choice/Initial Annual Leave Selection.
- S. Employees called to jury duty shall not have this time charged to their Choice Vacation Selection.
- T. Elected delegates to national or state union conventions will not be counted as part of the total quotas off under this Agreement.
- U. All Annual Leave requests must indicate the date and time of submission on the PS Form 3971.
- V. It is the intent of the parties that the number of employees, up to the quotas of this Local Memorandum, should be permitted off during Holiday weeks. If for any reason the quota is not filled (e.g., due to canceled leave, insufficient Annual Leave, etc.) requests to be off on the Holiday or on the day designated as the Holiday will be honored as follows:

1. Request may be submitted no earlier than thirty (30) days prior to the Holiday and will be considered by seniority.
  2. Requests will be honored up to the quota, by submission of PS Form 3971 and employees will be notified ten (10) days prior to the Holiday.
- W. Final submissions for Annual Leave requests that are for any part of the three (3) days which make up any Holiday will be on the Monday preceding the required Tuesday for Holiday postings. Management maintains the right to grant individual leave requests in response to emergencies and personal circumstances.
- X. When an employee transfers to another installation, leaves the Postal Service (i.e. any separation) or leaves the craft for an EAS position, the annual leave slots which they previously held, will be placed back on the respective annual leave calendars as an available slot.

**Section 5. Clerk Craft**

- A. The following identifies the sections for purposes of annual leave selections:

**1. PLANT**

- a. Box
- b. Outgoing
- c. General Expeditors
- d. Dock Expeditors
- e. Flat Automation
- f. Letter Automation
- g. Registry
- h. Nixie
- i. General Clerks
- j. PEDC (LDDC)
- k. Finance
- l. In-Plant Support
- m. Statistical Programs
- n. Complaints and Inquiry
- o. Human Resources
- p. Address Management System
- q. Business Mail Entry Office
- r. Business Mail Entry Unit
- s. Operation Programs Support

Article 10.5.A.2.

**2. ANNEX**

- a. Outgoing**
- b. Expeditors**
- c. SPBS**
- d. General Clerks**

**3. STATIONS**

- a. Each city station, AMC, and main office window constitute individual sections**
- b. Relief and Pool Clerks**

**4. CFS**

- B. For the purpose of the initial selection period during the entire months of January, February, March, April and through the first two weeks in May, thirteen percent (13%) of employees will be allowed off on Annual Leave in each section.

Starting with the third (3<sup>rd</sup>) week in May and continuing through the second (2<sup>nd</sup>) week in September and the service week (Saturday-Friday) in which the Thanksgiving Holiday falls, seventeen percent (17%) of employees will be allowed off on Annual Leave in each section.

Starting with the third (3<sup>rd</sup>) week in September and continuing through the first full week following the last Friday in November (inclusive), thirteen percent (13%) of employees will be allowed off on Annual Leave in each section. This provision excludes the service week of Thanksgiving as identified above.

**For the period falling between the Holidays of Christmas Day and New Year's Day, seventeen percent (17%) of employees will be allowed off on Annual Leave within each section located at the Plant and Annex. This week will be included in the initial selection period for Annual Leave.**

**For the period falling between the Holidays of Christmas Day and New Year's Day, fourteen percent (14%) of employees will be allowed off on Annual Leave within CFS and at each CITY STATION. This week will be included in the initial selection period for Annual Leave.**

- C. Any resulting overlap created as a result of the employee's options in Section 10.4.N above will be limited to ten percent (10%) of the total number of authorized annual leave slots, but no less than one (1). (i.e. In a section of 100 employees, for a period in which the annual leave quota is 17%, the number of authorized slots is 17. Ten percent (10%) of the 17 authorized annual leave slots is 1.7 slots equating to 2 additional "over quota" slots {rounding rules for percentages resulting in a fraction currently identified in Article 10.4.Q of this LMOU apply} for a total of no more than twenty (20) employees allowed off.)

- D. **Annual Leave in increments of four (4) hours or more must be submitted no later than the first five (5) hours of the employee's tour of duty no later than the day immediately prior to the day of the requested leave (for entire Clerk Craft).** These requests will be approved up to the quotas established in each section.
- E. When incoming secondary schemes are required, the number of clerks within that secondary, who are allowed off during a given week, will be restricted to twenty percent (20%) of the number of clerks assigned to a particular secondary within that section. (This provision merely establishes a restriction within the secondary and does not restrict the total number off within the section in accordance with Subsections A and B above.)
- F. Clerks in NTFT assignments shall be considered part of their assigned section for leave purposes.
- G. Annual Leave sections shall be those sections identified in Article 8, Section 4 of this Local Memorandum of Understanding.
- H. Vacation selection will be based on clerk craft seniority among all clerks in the section.
- I. During the initial selection period, the Airport Mail Center will be divided into two (2) sections per tour, window/distribution clerk and distribution clerk, by tour. Requests for Annual Leave, other than during the initial selection period, up to the quota established, shall be available for ALL clerks.

**Section 6. Maintenance Craft**

- A. Vacation selection will be by Maintenance Craft seniority. The vacation period for all Maintenance Craft employees will be the entire calendar year. The month of December will be limited to a total of 10% for each section and tour. The number of employees that may be scheduled off each week, by section and by tour, of the choice vacation period of January through November shall be as follows:
  - 1. Custodial section, Stations and Branches to include VMF, AMC, Extended Annex and utility custodians, by tour:
    - a. 19.5% or a minimum of one (1)
  - 2. Custodial section, Milwaukee Mail Processing Annex, by tour:
    - a. 19.5% or a minimum of one (1)
  - 3. Custodial section, Main Office, by tour:
    - a. Group Leaders, 19.5% or a minimum of one (1)
    - b. Laborer Custodial and Custodians; 19.5% or a minimum of one (1)

**Article 10.6.A.4**

4. Maintenance Mail Processing Equipment (MPE) Section, Main Office, by tour:
  - a. Electronic Technicians, 19.5% or a minimum of one (1)
  - b. MPE Mechanics, 19.5% or a minimum of one (1)
  - c. Maintenance Mechanics and Postal Machine Mechanics, 19.5% or a minimum of one (1)
  
5. Maintenance Mail Processing Equipment (MPE) Section, Milwaukee Mail Processing Annex, by tour:
  - a. Electronic Technicians, 19.5% or a minimum of one (1)
  - b. MPE Mechanics, 19.5% or a minimum of one (1)
  - c. Maintenance Mechanics, 19.5% or a minimum of one (1)
  
6. Building Equipment Maintenance (BEM) section, Main Office, by tour:
  - a. Electronic Technicians, 19.5% or a minimum of one (1)
  - b. Building Equipment Mechanics, 19.5% or a minimum of one (1)
  - c. Maintenance Mechanics, 19.5% or a minimum of one (1)
  - d. Letter Box Mechanics, 19.5% or a minimum of one (1)
  - e. Carpenter, 19.5% or a minimum of one (1)
  - f. Painter, 19.5% or a minimum of one (1)
  - g. Electrician, 19.5% or a minimum of one (1)
  
7. Building Equipment Maintenance (BEM) section, Milwaukee Mail Processing Annex, by tour:
  - a. Building Equipment Mechanics and Maintenance Mechanics, 19.5% or a minimum of one (1)
  
8. Maintenance Operations Support, Main Office, by tour:
  - a. Maintenance Operations Support Clerk PS-07 and Maintenance Operations Support Clerk PS-06, 19.5% or a minimum of one (1)
  
9. Maintenance Operations Support, Milwaukee Mail Processing Annex, by tour, consisting of the following occupational groups:
  - a. Maintenance Operations Support Clerk PS-07, 19.5% or a minimum of one (1)
  
10. Field Maintenance Office, by tour:
  - a. Area Maintenance Technician PS-09 and Area Maintenance Specialist PS-08, 19.5% or a minimum of one (1)



**Section 7. Motor Vehicle Craft**

A. Motor Vehicle Craft:

1. For the period falling between the Holidays of Christmas Day and New Year's Day, ten percent (10%) or a minimum of one (1) employee will be allowed off on Annual Leave in each section. This will be included in the initial selection period for Annual Leave.
2. Concerning Annual Leave selections, there is no guaranteed over quota.

B. Motor Vehicle Service:

1. Sixteen and one-half percent (16.5%) of the Full-Time drivers will be allowed off on Annual Leave each week of the vacation period, with selection by Motor Vehicle Craft seniority.
2. Sixteen and one-half percent (16.5%) or the minimum of one (1) Clerk Vehicle Dispatcher will be allowed off on Annual Leave each week of the vacation period, with selection by Motor Vehicle Craft seniority.
3. Sixteen and one-half percent (16.5%) or the minimum of one (1) Driver Instructor / Examiner will be allowed off on Annual Leave each week of the vacation period, with selection by Motor Vehicle Craft seniority.

C. Vehicle Maintenance:

1. Vacation picking will be done by Craft seniority by tour:
  - a. Tour I will be allowed to have three (3) employees off each week of the vacation period.
  - b. Tour II will be allowed to have three (3) employees off each week of the vacation period.
  - c. Tour III will be allowed to have three (3) employees off each week of the vacation period.
  - d. Tour II Administrative Section will be allowed one person off each week of the vacation period. Tour II stockroom will be allowed one person off each week of the vacation period.
  - e. Tour I and III Stockroom will be allowed one person off each week of the vacation period.

**Article 10.7.C.1.f**

- f. Vehicle Maintenance re-hab employees will pick by vehicle maintenance unit seniority, by tour, on a separate list.
  - Tour I: Fifteen percent (15%) or a minimum of one (1)
  - Tour II: Fifteen percent (15%) or a minimum of one (1)
  - Tour III: Fifteen percent (15%) or a minimum of one (1)
- 2. All Vehicle Maintenance craft employees will be included in this vacation picking procedure.

**ARTICLE 11**

**HOLIDAYS**

The following days shall be considered Holidays: New Years' Day; Martin Luther King Jr.'s Birthday; Washington's Birthday; Memorial Day; Independence Day; Labor Day; Columbus Day; Veterans' Day; Thanksgiving Day; and Christmas Day.

**Section 1. Clerk Craft**

- A. For Holiday scheduling purposes, the sections defined in "B" shall be utilized. Each section will prepare individual schedules for the individual sections. Holiday scheduling for the 3 days designated as the Holiday will be according to the following sequences:
  - 1. All non-career employees, to the maximum extent, even if overtime is necessary; (Holiday scheduling for non-career employees supercedes the requirements under Article 8 of the National Agreement with regard to volunteers being scheduled for overtime prior to non-career employees.)
  - 2. Full-time and Part-time regular employees with the necessary skills, who have volunteered to work on their Holiday, by seniority and tour, on a non-rotating basis.
  - 3. Full-time regular employees with the necessary skills, who have volunteered to work on their regularly scheduled off day, by seniority and tour, on a non-rotating basis; however, the employer is not required to utilize employees at the penalty overtime rate if qualified employees, who are not yet entitled to penalty overtime rate, are available to be scheduled.
  - 4. Full-time and Part-time regular employees with the necessary skills, who have not volunteered to work on their Holiday, will be scheduled by juniority, by tour, with the least amount of "Holiday Marks". (The fact that an employee volunteered for any prior Holiday does not take the employee out of the rotation.)

5. Full-time regular employees with the necessary skills, who have not volunteered to work their regularly scheduled off day, will be scheduled by juniority, by tour, with the least amount of "Holiday Marks".

B. Sections defined for purposes of the Clerk Craft in Section 1.A. shall be as follows:

**1. PLANT**

- a. **Box**
- b. **Outgoing**
- c. **General Expediters**
- d. **Dock Expediters**
- e. **Flat Automation**
- f. **Letter Automation**
- g. **Registry**
- h. **Nixie**
- i. **General Clerks**
- j. **PEDC (LDDC)**
- k. **Finance**
- l. **In-Plant Support**
- m. **Statistical Programs**
- n. **Complaints and Inquiry**
- o. **Human Resources**
- p. **Address Management System**
- q. **Business Mail Entry Office**
- r. **Business Mail Entry Unit**
- s. **Operation Programs Support**

**2. ANNEX**

- a. **Outgoing**
- b. **Expediters**
- c. **SPBS**
- d. **General Clerks**

**3. STATIONS**

- a. **Each city station, AMC, and main office window constitute individual sections**
- b. **Relief and Pool Clerks**

**4. CFS**

**Article 11.1.C**

- C. Scheduling shall be according to the procedure outlined below:
  - 1. At least twelve (12) days prior to the Tuesday Holiday Schedule posting day, a list will be posted requesting volunteers for the 3 days designated as the Holiday. The list will be removed on the Thursday prior to the Tuesday posting day for Holiday scheduling at 2000 hours on Tour III, at 1200 noon on Tour II, and at 0600 on Tour I.
- D. Credit will be given to Non-Volunteers who actually worked on any of 3 days designated as Holidays. A uniform method for recording credit will be established for all tours. Holiday crediting procedures will continue from year to year for the life of the contract. Employees moving from one tour to another or from one location to another will be given credit for the year's Holiday work in their former assignment.

**Section 2. Maintenance Craft**

- A. For holiday scheduling purposes the sections defined shall be utilized. Each section will prepare individual schedules for the individual sections. Holidays, for the purpose of determining the rotation and scheduling, shall be considered the three (3) days involving the holiday. The holiday schedule shall be separate from the overtime desired list. Scheduling will be according to the following sequence:
  - 1. All non-career employees with the necessary skills, to the maximum extent, even if overtime is required.
  - 2. Full-time regular employees with the necessary skills, who have volunteered to work on their designated holiday, by seniority and tour, on a non-rotating basis.
  - 3. Full-time regular employees with the necessary skills, who have volunteered to work on their regularly scheduled off day, by seniority and tour, on a non-rotating basis, regardless of pay rate.
  - 4. Full-time regular employees who have not volunteered to work on their designated Holiday, by juniority and tour, on a rotating basis (as determined by the number of prior Holiday "marks").
  - 5. Full-time regular employees who have not volunteered to work on their regularly scheduled off day, by juniority and tour, on a rotating basis (as determined by the number of prior Holiday "marks").
- B. Sections defined for the purpose of 2.A are:
  - 1. Custodial section, Stations and Branches to include VMF, AMC, Extended Annex and utility custodians, by tour;
  - 2. Custodial section, Milwaukee Mail Processing Annex, by tour;

3. Custodial section, Main Office, by tour;
4. Maintenance Mail Processing Equipment (MPE) Section, Main Office, by tour, consisting of the following occupational groups:
  - a. Electronic Technicians
  - b. MPE Mechanics
  - c. Maintenance Mechanics
  - d. Postal Machine Mechanics
5. Maintenance Mail Processing Equipment (MPE) Section, Milwaukee Mail Processing Annex, by tour, consisting of the following occupational groups:
  - a. Electronic Technicians
  - b. MPE Mechanics
  - c. Maintenance Mechanics
6. Building Equipment Maintenance (BEM) Section, Main Office, by tour, consisting of the following occupational groups:
  - a. Electronic Technicians
  - b. Building Equipment Mechanics
  - c. Maintenance Mechanics
  - d. Letter Box Mechanics
  - e. Carpenter
  - f. Painter
  - g. Electrician
7. Building Equipment Maintenance (BEM) Section, Milwaukee Mail Processing Annex, by tour, consisting of the following occupational groups:
  - a. Building Equipment Mechanics
  - b. Maintenance Mechanics
8. Maintenance Operations Support, Main Office, by tour, consisting of the following occupational groups:
  - a. Maintenance Operations Support Clerk PS-07
  - b. Maintenance Operations Support Clerk PS-06
9. Maintenance Operations Support, Milwaukee Mail Processing Annex, by tour, consisting of the following occupational groups:
  - a. Maintenance Operations Support Clerk PS-07

**Article 11.2.B.10**

10. Field Maintenance Office, by tour, consisting of the following occupational groups:
  - a. Area Maintenance Technician PS-09
  - b. Area Maintenance Specialist PS-08
11. Maintenance Mechanic PS-06 positions that are assigned to Maintenance Mail Processing Equipment (MPE) or to Building Equipment Maintenance (BEM) sections shall remain part of those sections, by tour, unless their positions are excessed or reverted due to a re-staffing survey.

**Section 3. Motor Vehicle Craft**

- A. For Holiday scheduling purposes, the Sections defined in Subsections D & E (below) shall be utilized. Employees will be scheduled within their respective Sections, by tour. Holiday scheduling for the three (3) days designated as the Holiday will be according to the following sequences:
  1. All non-career and Part-time flexible employees, to the maximum extent, even if overtime is necessary.
  2. Full-time and Part-time regular employees with the necessary skills, who have volunteered to work on their Holiday, by seniority and tour, on a non-rotating basis.
  3. Full-time regular employees with the necessary skills, who have volunteered to work on their regularly scheduled off day, by seniority and tour, on a non-rotating basis; however, the employer is not required to utilize employees at the penalty overtime rate if qualified employees who are not yet entitled to penalty overtime rate are available to be scheduled.
  4. Full-time and Part-time regular employees with the necessary skills, who have not volunteered to work on their Holiday, will be scheduled by juniority, by tour, with the least amount of "Holiday Marks". (The fact that an employee volunteered for any prior Holiday does not take the employee out of the rotation.)
  5. Full-time regular employees with the necessary skills, who have not volunteered to work their regularly scheduled off day, will be scheduled by juniority, by tour, with the least amount of "Holiday Marks".

The only exception to the above pecking order for "Motor Vehicle Craft" is where employees volunteering for their own tour may also volunteer to work on a different tour. If Holiday Non-Volunteers are needed on a particular tour, the coverage shall be drawn first from that Tour's Holiday Volunteers, then Holiday Volunteers from another tour.

- B. Credit will be given to Non-Volunteers who actually worked on any of three (3) days designated as Holidays. A uniform method for recording credit will be established for all tours. Holiday crediting procedures will continue from year to year for the life of the local contract. Employees moving from one tour to another or from one location to another will be given credit for the year's Holiday work in their former assignment.
- C. A Holiday volunteer whose normally scheduled bid assignment is scheduled for their designated Holiday will be given first consideration to be scheduled on that run assignment.
- D. Motor Vehicle Service:
  - 1. Level 7-Motor Vehicle Operator
  - 2. Level 8-Tractor / Trailer Operator
  - 3. Level 6-Clerk Vehicle Dispatcher
  - 4. Level 7-Driver Instructor / Examiner

Scheduling shall be as follows: At least twelve (12) days prior to the Tuesday Holiday Schedule posting day, a list will be posted requesting volunteers for the three (3) days designated as the Holiday. The list will be removed on the Thursday prior to the Tuesday posting day for Holiday scheduling at 1800.

- E. Vehicle Maintenance:
  - 1. By Job Classification, by tour

Scheduling shall be as follows: At least twelve (12) days prior to the Tuesday Holiday Schedule posting day, a list will be posted requesting volunteers for the three (3) days designated as the Holiday. The list will be removed on the Thursday prior to the Tuesday posting day for Holiday scheduling at 2000 hours on Tour III, at 1200 noon on Tour II, and at 0600 on Tour I.

**ARTICLE 11 QUESTIONS & ANSWERS**

**(These apply to ALL Crafts unless specifically identified otherwise)**

- Q1. How does an employee sign up for the Holiday?
  - A1. An employee will have the option to sign the Holiday sign up sheet, for their respective section, for full tour for one (1), two (2), or all three (3) days of the Holiday that are not their regularly scheduled work days.
- Q2. Can a quarterly Non-Volunteer sign up for any or all three (3) days of the Holiday?
  - A2. Yes.

## Article 11 Q's & A's

**Q3. If my initial annual leave pick(s) was for a week that contained a holiday, may I still volunteer to work my holiday, or the day designated as my holiday?**

**A.3 Yes, however, this choice must be made during the Holiday sign-up period as identified in Article 11.1.C.**

Q4. If an employee is on the quarterly overtime desired list and they want to volunteer to work all or part of the Holiday call, do they have to sign up to work on their off days and/or their Holiday?

A4. Yes. Employees who wish to volunteer for any of the three (3) days of the Holiday call, will be given an opportunity to do so by signing the Holiday sign-up sheet that will be located in the General Clerks office prior to the Holiday.

Q5. Can a Holiday Non-Volunteer be forced in on both of their scheduled off days as part of the Holiday call?

A5. Yes.

Q6. Must a Holiday volunteer be called for penalty pay before utilizing a Holiday Non-Volunteer?

A6. Yes.

Q7. If a Non-Volunteer is called in on a Holiday and doesn't report to work, will they receive a "Mark"?

A7. No.

Q8. How are the Non-Volunteers called in on a Holiday?

A8. By tour, by skill, by juniority, on a rotating basis (least amount of "Holiday Marks").

Q9. How do I receive "Holiday Marks" as a Non-Volunteer on a Holiday call?

A9. You would receive a Non-Volunteer "Holiday Mark" for any and all of the days that you are forced in as a Holiday Non-Volunteer on any of the three (3) days of the Holiday call and you report for work.

Q10. How long do Non-Volunteer "Holiday Marks" last?

A10. For the term of the LMOU contract.

Q11. Does a Holiday volunteer receive "Holiday Marks" for any of the three (3) days that they volunteer for and work as a Holiday Volunteer?

A11. No. Only Non-Volunteers who actually work receive "Holiday Marks".



- Q12. When scheduled for the Holiday as a Holiday Volunteer, or as a Holiday Non-Volunteer, how many hours will I be scheduled for?
- A12. Full-time employees are guaranteed what ever hours they normally would have worked if it were not a Holiday.
- Q13. What if more than eight (8) hours of work is needed on any of the three (3) days scheduled as a Holiday?
- A13. Any hours needed beyond the scheduled eight (8) hours, employees will be selected from the appropriate overtime desired list, by seniority on a rotating basis, in accordance with Article 8 of this agreement.
- Q14. When a Non-Volunteer is scheduled in on day one (1) as part of the Holiday call, can they be bypassed on day two (2) or day three (3) to avoid penalty overtime pay?
- A14. Yes.
- Q15. When a unit needs additional Holiday Volunteers from outside the Section, where do they come from?
- A15. Holiday Volunteers from outside the Section are drawn from the combined Volunteer list, by tour and by seniority.
- Q16. Do Non-Volunteers have to work in their Bid Section if scheduled?
- A16. Normally, Non-Volunteers will work in their bid section prior to Volunteers when simultaneously scheduled.
- Q17. Can overtime Volunteers working in Motor Vehicle Craft work outside of their Bid tour during the three (3) days of a Holiday?
- A17. Yes. Employees in Motor Vehicle Craft may volunteer to work any of the three (3) days of the Holiday Call outside of their Bid tour prior to Non-Volunteers being forced to work. (See the exception in the paragraph following the pecking order for Motor Vehicle Craft in Article 11.3.A.)
- Q18. Can overtime Volunteers working in Vehicle Maintenance work outside of their Bid tour during the three (3) days of a Holiday?
- A18. Yes. (See the exception in the paragraph following the pecking order in Article 11.3.A.)

## Article 11 Q's & A's

Q19. When scheduling a Holiday call, can management in the Maintenance Craft bypass an Overtime Volunteer at the 200% rate for someone at the 150% rate?

A19. No. When scheduling a Holiday call in the Maintenance Craft for the three (3) days of a Holiday, once management has determined overtime is needed, they must call overtime Volunteers strictly by seniority, skill and tour, on a non-rotating basis, regardless of pay rate. (See the pecking order for Maintenance employees in Article 11.2.A.)

Q20. If a "three (3) day Holiday period" Volunteer is utilized in a section other than their own on any of the three (3) days, are the Full Time employees who are overtime Volunteers from the section where the "out of section" volunteer is working, given any guarantees of more than eight (8) hours?

A20. No.

Q21. What if I miss the three (3) day Holiday sign up period?

A21. If you were not at work during the entire sign up period, you would be allowed to sign up for the three (3) day Holiday call within five (5) days of your return to work.

Q22. Can light/limited duty employees be assigned Holiday work for the section they were assigned to work immediately prior to the beginning of their light/light duty assignment, consistent with the individual employee's medical restrictions and the provisions of Article 11, Holiday Assignment?

A22. Yes.

Q23. Can permanent rehab employees be assigned to the sections in their job offers for the purposes of Article 11 Holiday Assignments?

A23. Yes.

Q24. Can Clerks holding a bid outside of the Letter Automation or Flat Automation Sections be called into these Sections for the three (3) days of the Holiday call?

A24. Yes, provided the employee has been trained to work on the machine where they are to be utilized and the call does not create a bypass. The General Clerks will keep a record of all Clerks who have been trained to work on the Letter Automation and Flat Automation machines.

Q25. Can an employee on a schedule change be called in for their Holiday?

A25. Yes. The restriction on overtime during schedule changes does not apply to the employee's designated Holiday, as the Holiday is not overtime.

**ARTICLE 12**

**PRINCIPLES OF SENIORITY, POSTING AND REASSIGNMENT**

**Section 1. Definition of "Tours" (All Crafts).**

"Tour" as referred to in this Agreement, shall be classified by assignments with starting times as follows:

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

**Section 2. Assignment of New Positions (All Crafts)**

Any new positions created during the life of this Agreement, or any position not now identified in existing sections, shall be placed in a section by agreement between the Employer and the Union. The Union will be given advance notice of such action prior to the posting of said position(s).

**Section 3. Definition of "Sections" for Reassignment Purposes Only (Clerk Craft)**

A. The following are defined as "Sections":

- 1. **PLANT**
  - a. **Box**
  - b. **Outgoing**
  - c. **General Expeditors**
  - d. **Dock Expeditors**
  - e. **Flat Automation**
  - f. **Letter Automation**
  - g. **Registry**
  - h. **Nixie**
  - i. **General Clerks**
  - j. **PEDC (LDDC)**
  - k. **Finance**
  - l. **In-Plant Support**
  - m. **Statistical Programs**
  - n. **Complaints and Inquiry**
  - o. **Human Resources**
  - p. **Address Management System**
  - q. **Business Mail Entry Office**
  - r. **Business Mail Entry Unit**
  - s. **Operation Programs Support**

**Article 12.3A.2**

**2. ANNEX**

- a. Outgoing**
- b. Expeditors**
- c. SPBS**
- d. General Clerks**

**3. STATIONS**

- a. Each city station, AMC, and main office window constitute individual sections**
- b. Relief and Pool Clerks**

**4. CFS**

**Section 4. Definition of "Sections" (Maintenance Craft)**

The following are defined as "Sections":

- A. Custodial Section, Stations and/or Branches to include VMF, AMC, Extended Annex and utility custodians, by tour;
- B. Custodial Section, Milwaukee Mail Processing Annex, by tour;
- C. Custodial Section, Main Office, by tour;
- D. Maintenance Mail Processing Equipment (MPE) Section, Main Office, by tour, consisting of the following occupational groups:
  - 1. Electronic Technicians
  - 2. MPE Mechanics
  - 3. Maintenance Mechanics-Level 06
  - 4. Postal Machine Mechanics
- E. Maintenance Mail Processing Equipment (MPE) Section, Milwaukee Mail Processing Annex, by tour, consisting of the following occupational groups:
  - 1. Electronic Technicians
  - 2. MPE Mechanics
  - 3. Maintenance Mechanics

- F. Building Equipment Maintenance (BEM) Section, Main Office, by tour, consisting of the following occupational groups:
1. Electronic Technicians
  2. Building Equipment Mechanics
  3. Maintenance Mechanics
  4. Letter Box Mechanics
  5. Carpenters
  6. Painters
  7. Electricians
- G. Building Equipment Maintenance (BEM) Section, Milwaukee Mail Processing Annex, by tour, consisting of the following occupational groups:
1. Building Equipment Mechanics
  2. Maintenance Mechanics
- H. Maintenance Support Operations Section, Main Office, by tour, consisting of the following occupational groups:
1. Maintenance Support Clerks-Level 07
  2. Maintenance Support Clerks-Level 06
- I. Maintenance Operations Support, Milwaukee Mail Processing Annex, by tour, consisting of the following occupational groups:
1. Maintenance Operations Support Clerk PS-07
- J. Field Maintenance Office, by tour, consisting of the following occupational groups:
1. Area Maintenance Technicians PS-09
  2. Area Maintenance Specialist PS-08
- K. Maintenance Mechanic Level 06 positions that are assigned to Maintenance Mail Processing Equipment (MPE) Sections or to Building Equipment Maintenance (BEM) Sections shall remain part of those sections, by tour, unless their positions are excessed or reverted due to a re-staffing survey.

**Section 5. Definition of "Sections" (Motor Vehicle Craft)**

The following are defined as "Sections":

- A. Motor Vehicle Services:
1. Level 7 - Motor Vehicle Operators, by tour
  2. Level 8 - Tractor /Trailer Operators, by tour

**Article 12.5.A.3**

3. Level 6 - Clerk Vehicle Dispatcher, by tour
4. Level 7 – Driver Instructor / Examiner

**B. Vehicle Maintenance:**

1. By Job Classification, by tour

**ARTICLE 13**

**ASSIGNMENT OF ILL OR INJURED REGULAR WORKFORCE EMPLOYEES**

**Section 1. Temporary Light Duty (All Crafts)**

**A. Temporary Light-Duty Assignments (All Crafts)**

1. Temporary light-duty assignments may be made upon written request of the employee to the Installation Head or Designee, substantiated by written evidence.
2. Light-duty assignments shall be made in accordance with the National Agreement, after consultation between the Employer and the employee's craft representative.
3. The light-duty assignment shall be reviewed by the Installation Head or Designee at thirty (30) day intervals.
4. The tour of temporary light-duty assignments within the employee's craft shall coincide with the employee's present tour of duty, whenever possible.

**B. Areas of Temporary Light-Duty Assignments (All Crafts)**

Light-duty assignments, as defined by crafts, will be subject to physical restrictions based on medical statements, when the employee is able to perform productive operational work. The definition of productive work includes any function or combination of functions described within any bid assignment. Such assignment shall not be made to the detriment of any full-time regular on a scheduled assignment or give a reassigned part-time flexible preference over other part-time flexible employees.

1. Clerk Craft

- a. Combination Outgoing/Incoming Primary; Rehab Area; Nixie Section; Label Room/Re-labeling Cases; Claims and Inquiry; PEDC; Bag Room; Miscellaneous Clerical Duties or other assignments consistent with the employee's physical limitations; however, such assignment is not to be to the detriment of employees who are holding bid positions in these areas.
- b. Other duties may be assigned according to capabilities, provided that no assignments of more than ten (10) days are made to clerk-craft positions and such assignment is not to the detriment of employees who are holding bid positions.
- c. Under no circumstances will ill, injured or light-duty employees **from a non-APWU craft** be placed on temporary light-duty assignments in clerk-craft positions, tours or basic workweeks.

2. Maintenance/Custodial Craft

- a. Maintenance: Stock Room; Bench Work; Control Room -- or any other duties, as assigned.
- b. Custodial: Custodial light-duty assignments shall be a matter of agreement between the Employer and a representative of the maintenance craft. Light duty shall be subject to physical restrictions based upon a physician's medical statement.

3. Motor Vehicle Craft

- a. Shuttling of vehicles; washing vehicles; assisting in the stockroom; fueling and parking trucks; cleaning windshields and interiors of trucks; cleaning work benches, shop machines and steam cleaning parts prior to assembly; assisting in the dispatch office; performing miscellaneous clerical duties in the Motor Vehicle Operations' Office; perform inspection on MVS & Contractor's equipment.

**Section 2. Permanent Light Duty (All Crafts)**

A. Permanent Light-Duty Assignments (All Crafts)

Permanent light-duty assignments will be made and reviewed according to the National Agreement.

### **Article 13.2.A.1**

1. Any bid assignment that can be attained where the bidder meets all requirements of the position.
  2. Other duties may be assigned according to the employee's capabilities.
  3. The Employer will continue to place all applicants for permanent light duty, providing they meet the requirements for such duty and providing the number of positions is not greater than the available work.
  4. Such assignment is not to be to the detriment of employees holding bid positions in these areas.
- B. Areas of Permanent Light-Duty Assignments (All Crafts)
1. Areas of assignments will be the same as the assignment areas for temporary light-duty (Section 1.B. above).
  2. Any permanent light-duty employee assigned to Mail Processing will be under the supervision of the Manager of Distribution Operations, by tour.

### **Section 3. Hardship Cases (All Crafts)**

- A. Upon concurrence between the APWU and Management, employees may be allowed schedule changes for hardship/personal reasons for an initial request not to exceed thirty (30) days with no more than ninety (90) total days granted in a calendar year. Requests beyond ninety (90) total days in a calendar year may be granted upon concurrence between management and the Local APWU President or designee. When an off day(s) is/are changed under this provision, the entire week will count as the schedule change. Employees taking a "no lunch" will NOT be included as having changed their schedule under this provision.

## **ARTICLE 14**

### **SAFETY AND HEALTH**

#### **Section 1. Representation**

- A. The Union shall designate one (1) representative for the Safety and Health Committee.
- B. Safety and Health Committee meetings will be scheduled in accordance with Article 14, Section 7 of the National Agreement.



**Section 2. Other**

- A. When a driver is to be given remedial behind-the-wheel training after an accident, the same size and type of vehicle will be used as was used at the time of the accident.
- B. Mail shall not be loaded loosely above the top of any equipment. It shall be the obligation of all employees to report defective equipment. It shall be the obligation of all supervisors to see that defective equipment is tagged and taken out of service for repair.
- C. If a police citation is issued because of faulty equipment, the Employer shall provide assistance in clearing the citation if the employee had properly reported the faulty equipment as soon as he/she became aware of same.
- D. The transport of heavy and cumbersome equipment shall be accomplished by appropriate equipment with sufficient assistance. The established weight limits for all equipment will be strictly adhered to.
- E. The Union agrees to encourage its members who operate government vehicles to help keep the interiors clean by removing non-Postal items and personal items from the vehicle at the end of their tour of duty.
- F. Any changes in the 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.

**ARTICLE 17**

**REPRESENTATION**

**Section 1. Labor/Management Meetings**

- 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 (2) 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 (3) working days.

## **Article 17.1.C**

- 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 (30) days.
- D. Additional items placed on the agenda may be discussed by mutual consent.
- E. Within ten (10) days after the meeting, printed copies of the summary of the meeting shall be provided to the craft directors and to the Union's General President.
- F. Where local committees are formed on a craft basis, a craft representative shall be designated by the director representing that craft or by the Union's General President.
- G. The Employer agrees to the continuation of the local 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 become known to the Employer.
- J. An FSM/OCR/BCS/DBCS/LMLM committee shall be appointed by the parties to review activities and problems.

## **ARTICLE 20**

### **PARKING**

#### **Section 1. Parking Committee**

- A. There will be a joint Employee/Management committee established with representatives from each craft at the Main Post Office. This committee is to be known as the "Parking Committee" and its purpose will be to study and resolve present and future problems and needs and submit recommendations to the Installation Head or Designee. The committee will be guided by the following suggestions, and by the National Agreement.
  - 1. Parking decals shall be issued to each employee upon proof of vehicular ownership. No more than two (2) parking decals shall be issued per employee.
  - 2. Parking decals are to be checked at least once per year, preferably in the fall, for legibility and replacement, if necessary. The committee is to spot check the parking lot at least quarterly, unannounced, to review parking practices.

3. Only career Postal employees and employees hired under the severely handicapped program, will be allowed to park in the Postal employees' parking lot. Casual employees, except as outlined above, will not be issued parking decals.
  4. The committee will pursue the policy of maximum utilization of the employee parking area.
- B. The above items shall be subject to the findings of the joint parking committee at the National level.

## **ARTICLE 30**

### **LOCAL IMPLEMENTATION**

#### **Section 1. Policy on Telephones (All Crafts)**

Recognized appropriate Union representatives shall be allowed the use of telephones for the purpose of receiving and placing local calls relating to legitimate union business.

#### **Section 2. Seniority (All Crafts)**

- A. The Employer will provide the Union with personnel change orders for all employees of the Milwaukee, Wisconsin Post Office.
- B. Employees will normally work their duty assignments. If it becomes necessary to move employees to perform work outside their bid duty assignments, the principle of seniority, to the extent possible, will be observed; however, employees from other sections and/or crafts will not normally be utilized in the vacated assignments until all bid personnel are returned to their bid sections.

## **ARTICLE 37**

### **CLERK CRAFT**

#### **Section 1. Posting**

- A. In instances where more than one (1) duty assignment is posted, clerks may indicate preference via the web based and/or the telephone bidding procedures. An employee who has submitted a bid shall have the right to withdraw, in accordance with the current bidding process.

## Article 37.1.A.1

1. Clerks are required to enter their bids via the web and/or phone bidding system if available. In the event there is a break down or other problems with the bidding system(s) available to them, (i.e. web and/or phone), then clerks may indicate their preference in accordance with the standard operating procedures (SOP) located on page 52 of this agreement.
- B. The senior bidders and their seniority dates shall appear on the complete bid list. If a bidder is to be disqualified due to the fact that he/she has no bids left under the National Agreement, the complete bid list shall indicate his/her name and the reason for the disqualification. The restriction does not apply to bids that resulted from re-staffing.
- C. Definitions:
1. An "unencumbered" employee is a full-time career employee who does not hold a position by bid or application.
  2. A "detail" is defined as an assignment to cover an unforeseen or temporary absence of a full-time employee or a special project of limited duration.
- D. A successful bidder shall be placed in the new assignment within twenty-eight (28) days following the posting of the bidding results, except during the month of December.
- E. When an assignment has been posted for application, all applications received must be held and sealed until the day after the closing date.
- F. New postings, after the date of signing of this Local Memorandum of Understanding, may contain a rotating basic workweek, provided the Union and the Employer mutually agree and determine which postings shall carry such rotating basic workweeks.
- G. A returning service member, who was a full-time regular employee and held an assignment by bid or application at the time of his/her separation, will be reassigned to that same bid position, in every case possible. If such assignment is not possible, then the most closely-related assignment within the same section or work area, on the same tour and with the same basic workweek as had been previously held, shall be made.
- H. Vacant duty assignments shall be posted for bid by the fifth (5th) workday of each month.
- I. If it is determined to add a scheme requirement, to delete a scheme requirement, or to change the scheme requirement of a bid position, after consultation (if there is no agreement between the employer and the union), the bid position will be reposted.

- J. If the starting time of a Full-Time duty assignment is to be changed by more than one (1) hour, after consultation (if there is no agreement between the employer and the union), the position will be reposted.

## **ARTICLE 38**

### **MAINTENANCE CRAFT**

#### **Section 1. Seniority**

A returning service **member**, who was a full-time regular employee and held an assignment by bid or application at the time of his/her separation, will be reassigned to that same bid position in every case possible. If such an assignment is not possible, then the most closely related assignment within the same section or work area, on the same tour and with the same basic workweek as had been previously held, shall be made.

#### **Section 2. Posting**

- A. If, at a future date, the duties or principal assignment areas are changed in a duty assignment, Management and the Union shall determine if the change is sufficient to cause reposting. If there is no agreement, the position shall be reposted.
- B. As far as practicable, all job assignments and/or additional positions created within the maintenance craft shall have a fixed basic work week of five (5) consecutive days.

## **ARTICLE 39**

### **MOTOR VEHICLE CRAFT**

#### **Section 1. Bidding**

- A. When requested by the Union, all Full-time Regular Motor Vehicle Operator and Tractor-Trailer Operator craft assignments shall be posted for bid once each calendar year.
- B. Schedules ("runs") shall be made available for inspection by the Union two (2) weeks prior to the bid process.
- C. If there is more than a one (1) hour change in the starting time of a Bid Assignment, the incumbent shall have the option to remain on the assignment if the Union agrees. If there is no agreement by the parties or the employee does not accept the new assignment, the Bid Assignment will be reposted.
- D. Vehicle operators shall be able to inspect schedules "runs" five (5) days prior to bidding.

## **Article 39.1.E**

- E. Information on postings shall be as outlined in the National Agreement.
- F. Employees in the Vehicle Maintenance Facility shall have a fixed basic workweek of five (5) consecutive days.
- G. Employees not bidding may be assigned to any vacant duty assignment. If more than one (1) exists, preference shall be considered according to seniority.
- H. Employee requests for leave to allow for tour changes as a result of bidding ("picking") shall be granted.
- I. When requested by the Union, all Full-time Motor Vehicle Maintenance Craft duty assignments shall be posted for bid once each calendar year.
- J. A Vehicle Operator, upon written request, shall be given an examination of his assigned run for irregularities. Such examination shall be given as soon as possible by supervision.
- K. When the contents of a run change from the original run picked, the incumbent shall have the option to remain in the assignment. If not accepted, the run will be reposted.

## **ARTICLE 43**

### **SEPARABILITY AND DURATION**

#### **Section 1. Separability**

Should any part of this Local Memorandum of Understanding, or any provisions contained herein, be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by a court of competent jurisdiction, such invalidation of such part or provision of this Local Memorandum shall not invalidate the remaining portions of the Local Memorandum, and they shall remain in full force and effect.

#### **Section 2. Duration**

This Local Memorandum of Understanding shall be effective **April 1<sup>st</sup>, 2021** 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 LOCAL MEMORANDUM OF UNDERSTANDING, entered into on the **12th day of November, 2020** at Milwaukee, Wisconsin, between representatives of the UNITED STATES POSTAL SERVICE of Milwaukee, WI 53201-9998, hereinafter referred to as the "Employer", and the "American Postal Workers Union", hereinafter referred to as the "UNION", pursuant to Article 30 (Local Implementation) of the **2018-2021** National Agreement, constitutes the agreement and understanding of all matters relating to conditions of employment.

**For the Employer:**

\_\_\_\_\_  
**Fred Schroeder, Acting HR Manager**

\_\_\_\_\_  
**Ronald Hirn, Acting Labor Relations, Manager**

\_\_\_\_\_  
**Randy Elsen, Plant Manager**

\_\_\_\_\_  
**Tim Lewis, Acting Postmaster**

**For the Union:**

\_\_\_\_\_  
**Paul McKenna, President**

\_\_\_\_\_  
**Mark Ferrari, Local Business Agent**

\_\_\_\_\_  
**Chris Czubakowski, Vice President**

\_\_\_\_\_  
**Glenn Griggs, Customer Service Dir.**

\_\_\_\_\_  
**Nicole Anthonasin, Mech/Manual Dir.**

\_\_\_\_\_  
**James Arneson, Maintenance Dir.**

\_\_\_\_\_  
**Larry Brown Jr., Automation Dir.**

\_\_\_\_\_  
**Mark Krueger, MVS Dir.**

## Bidding Guidelines / SOP

The following Guidelines / SOP for bidding is hereby incorporated into Article 37.1.A.1 of the Local Memorandum of Understanding with the APWU, Milwaukee Area Local.

During the bidding cycle, APWU employees that work at the Milwaukee Processing & Distribution Plant (excluding Maintenance Craft), Stations and Branches, and the Milwaukee Annex must use the telephone and/or web based bidding system to enter bids. (Employees are allowed to bid on the clock)

If for some reason the computers are not working properly employees should try the system at a later time. While employees may experience computer problems unexpectedly due to server problems, this does not occur frequently. If it does, it is usually for only short periods of time. In most cases, when the employee uses the system at a later time, they are able to enter their bids. Whenever a problem with the system occurs the Union should be notified and they in turn will notify the General Clerks at (414) 270-2333 and/or the Local Service Representatives at (414) 287-1826.

If a problem occurs with the computers on the last day of bidding and it is close to the time that the postings will be closing, employees are to use the phone bidding system. In many cases, if the computer is not working properly, employees are still able to enter their bids on the phone bidding system. In the unlikely event that both systems are not functioning, Form 1717A (yellow bid card) may be submitted via fax to the Local Service Representatives at (414)287-1850, immediately.

Employees should notify the Union of this type of problem and the Union will notify the Local Service Representatives at (414)287-1826 so the Personnel Office is aware of any problems. The Union Office, Stations and Branches and the General Clerks Office should maintain a supply of Form 1717As (yellow bid cards) in case this emergency occurs. The Form 1717As (yellow bid cards) must be completed properly and date stamped prior to the postings closing at midnight and faxed immediately to the Local Service Representatives in Personnel Services. If Personnel Services verifies that both systems were not working properly, the Form 1717A (yellow bid card) will be accepted for that bidding cycle to ensure no employee is denied the right to bid.

Failure to obtain a Postal Ease pin number or if an employee forgets his/her Postal Ease pin number is not an acceptable reason to use the bid cards.

 5/25/07

Paul McKenna  
APWU President  
Milwaukee Area Local

 5/25/07

Peter P. Vetter  
Manager, Labor Relations  
Lakeland Performance Cluster

 5/25/07

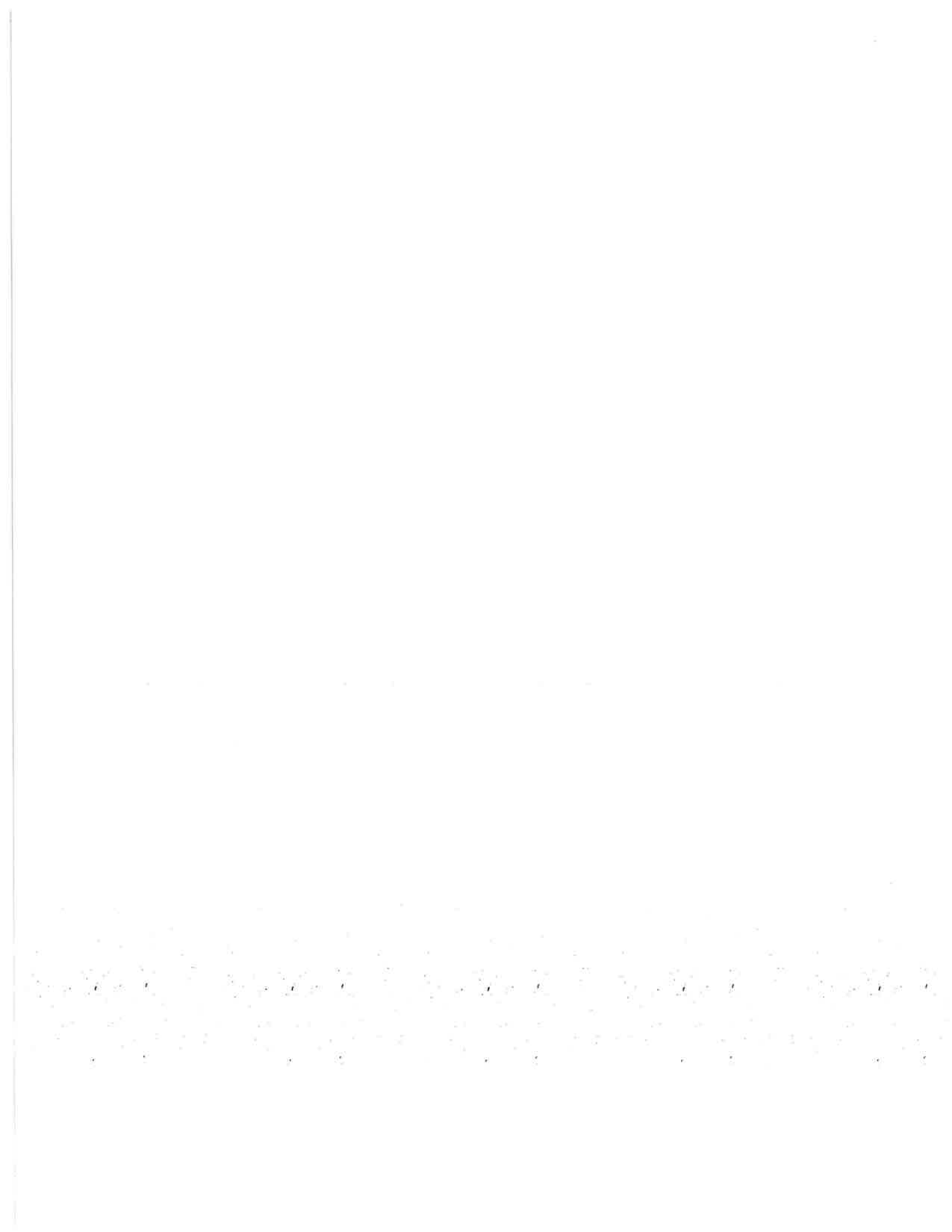
Mark Ferrari  
APWU Local Business Agent  
Milwaukee Area Local

 5/30/07

Rita Schramek  
Local Service Representative  
U.S.P.S.







For the Employer:

*Fred Schroeder*

Fred Schroeder, Acting HR Manager

*[Signature]* 2/9/21

Ronald Bira, Acting Labor Relations Manager

*Randy Eisen* 2/9/21

Randy Eisen, Plant Manager

*[Signature]*

Tom Lewis, Acting Plant Manager

For the Union:

*[Signature]*  
Paul McKenna, President

*[Signature]*  
Mark Ferrari, Local Business Agent

*[Signature]*  
Chris Czuhakowski, Vice President

*[Signature]*  
Glenn Griggs, Customer Service Dir.

*[Signature]*  
Nicole Anthonasin, Mech/Manual Dir.

*[Signature]*  
James Arneson, Maintenance Dir.

*[Signature]*  
Larry Brown Jr., Automation Dir.

*[Signature]*  
Mark Kroeger, MVS Dir.

