

**LOCAL MEMORANDUM OF UNDERSTANDING
BETWEEN THE
AMERICAN POSTAL WORKERS UNION, AFL-CIO
MILWAUKEE AREA LOCAL
AND THE
UNITED STATES POSTAL SERVICE
MUSKEGO POST OFFICE
NOVEMBER 21, 2020**

APWU CRAFT

ARTICLE VIII. HOURS OF WORK

SECTION 1. OVERTIME

- A. Overtime assignments shall be in conformance with the provisions of Article 8, Section 5 of the National Agreement.

SECTION 2. WASH UP TIME

1. The Installation head shall grant reasonable wash-up to those employees who perform dirty work or work with toxic materials. The amount of wash up time granted each employee shall be subject to the grievance procedure.

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ARTICLE X. LEAVE

SECTION 1. CURTAILMENT OF SERVICES

1. Guidelines for curtailment, or termination of Postal Operations to conform with Local authorities or as conditions warrant because of emergency conditions. (All Crafts)
 - A. The Postmaster, or his designee, after consideration of appropriate Federal, State and Local Governmental recommendations and directives shall cause an announcement to be made in a timely manner by phone as to whether employees off duty shall be required to report for duty as scheduled. The postmaster or designee shall give the text of such announcement to employees responsible for taking calls of inquiry from off duty employees. No announcement will be made if employees are required to report as scheduled.

SECTION 2. FORMULATION OF LOCAL LEAVE PROGRAM (ALL CRAFTS)

- 1 The choice period shall be from the first full week in January through the end of November. **If the end of November ends on a Wednesday or later employees will be allowed to select annual through the end of the week. December 26 through the first full week in January will also be part of the initial vacation selection.**
 - A. Selections for the choice period shall start the first week of December and be completed by the last week of December.
 - B. At time of selection, employees shall submit their vacation pick(s) on a PS Form 3971 in duplicate, to their supervisor. Management shall furnish official written notice to each employee of his/her approved vacation utilizing the duplicate PS Form 3971 and returning it to the employee no later than January 2.
 2. During the initial vacation picks period, an employee shall be entitled on 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 3D 1-3 of the National Agreement.
 3. One (1) clerical employee shall be granted leave during the choice period, according to their earned leave category.
 4. The selection of choice vacation periods shall be by clerk seniority.
 - A. The second round of selection shall immediately follow the first, and before the remainder of the employee's full allotment but not utilized in the first round, according to their earned leave category.
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5. Upon completion of four (4) above, the employer shall post an annual leave calendar by **January 2** through which additional requests for unused Annual Leave shall be approved on a seniority basis.
6. Annual leave request for forty (40) or more hours after the provisions of 4 A and B above have been completed, shall be by submission of a PS Form 3971 in duplicate to the supervisor. If the leave quota is not filled for the requested period, the PS Form 3971 shall be approved and the duplicate copy returned to the employee no later than 3 days after the PS Form 3971 was submitted to the supervisor. Such leave to be granted on a first come, first serve basis. This provisions shall apply to annual leave requested for over 8 hours but less than 40 hours if the PS Form 3971 is submitted less than 10 days prior the date the requested annual leave is to begin. Approval of request not submitted by this cut off date, shall be at the option of the employer.
7. Annual leave requested for over eight (8) hours but less than forty (40) hours after the provisions of 4 A and B have been completed, shall be by submission of a PS Form 3971 in duplicate to the supervisor. If the leave quota is not filled for the requested period, the PS Form 3971 shall be approved and the duplicate copy returned to the employee no later than 3 days after the PS Form 3971 was submitted to the supervisor. Such leave to be granted on a first come, first serve basis. This provision shall not apply to annual leave requested for over 8 hours but less than 40 hours if the PS Form 3971 is submitted less than 10 days prior the date the requested annual leave is to begin. Approval of request not submitted by this cut off date, shall be at the option of the employer.
8. Annual leave requested for eight (8) or less hours after the provisions of 4 A and B have been completed, shall be by submission of PS Form 3971 in duplicate, to the supervisor. If the leave quota is not filled for the requested period, the PS Form 3971 shall be approved and the duplicate copy returned to the employee no later than 2 days after the PS Form 3971 was submitted to the supervisor. Such leave shall be on a first come, first serve basis. This provision shall not apply to annual leave requested for 8 or less hours if the PS Form 3971 is submitted less than 5 days prior to the date the requested annual leave was to begin. Approval of request not submitted by this cut off date, shall be at the option of the employer.
9. An employee may cancel any annual leave, in whole or in in part. Such cancellation shall be submitted to the employer on a PS Form 3971 ~~fourteen~~ (14) days in advance of the first day of the vacation period.

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This provision shall apply in all cases except when the employee is able to document that the reason for the cancellation was unknown **fourteen (14)** days in advance of the first day of the vacation period, or was caused by a situation beyond their control.

Such cancellation shall not reduce the number of employees is able to document that the reason for the cancellation was unknown **fourteen (14)** days in advance of the first day of the vacation period, or was caused by a situation beyond their control.

10. The first day of the employee's vacation shall begin on Sunday.
11. An employee who is called for jury duty during their scheduled choice vacation period is eligible for another available period provided this does not deprive any other employee of first choice for scheduled vacation.
12. Attendance at National and/or State Conventions shall be charged to the choice periods, unless the employee is a delegate, in which case he would be entitled to another choice.
13. Any annual leave to attend Union activities shall be charged to choice vacation period.
14. The employer shall, no later than November 1, publicize on bulletin boards, the beginning date of the new leave year, which shall begin with the first day of the first full pay period of the calendar year.

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ARTICLE XI HOLIDAY

SECTION 1. HOLIDAY SCHEDULING

1. Holiday scheduling for the holiday or day designated as a holiday shall be according to the following sequence:
 - A. Full-time regular employees with the necessary skills who have volunteered to work their holiday, by seniority.
 - B. Full-time regular employees with the necessary skills who have volunteered to work on their regularly scheduled off day, by seniority and on a non-rotating basis. The employer is not required to utilize career employees at the penalty overtime rate if qualified career volunteer employees who are not yet entitled to penalty overtime rate are available to be scheduled.
 - C. All PTF's with the necessary skills to the maximum extent possible, even if the payment of overtime is necessary.
 - D. All PSE's with the necessary skills to the maximum extent possible, even if the payment of overtime is necessary.
 - E. Career full-time regular employees who have not volunteered to work their holiday by juniority on a rotating basis.
 - F. Career full-time regular employees who have not volunteered to work their non-scheduled day by juniority, on a rotating basis.

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ARTICLE XIII ASSIGNMENT OF ILL OR INJURED REGULAR WORKFORCE
EMPLOYEES

SECTION 1. LIGHT DUTY

- A. Temporary light duty assignments may be made upon written request of the employee to the postmaster, substantiated by written medical certification.
- B. After consultation between the employer and the union for the craft the light duty work exist in, such assignment shall be in accordance with the provisions of Article 13 of the National Agreement and Employee Labor Relations Manual 546.141.

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ARTICLE XX. PARKING

1. A committee shall be established consisting of one (1) member of management and to include a representative of the American Postal Workers Union, AFL-CIO resolve parking problems as they arise.

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ARTICLE XXXVII CRAFT SUPPLEMENTAL - PRINCIPLES OF SENIORITY

SECTION 1. POSTING AND BIDDING

1. When a decision is made to change the starting time of a full time regular duty assignment by more than one hour, the incumbent shall have the option of accepting the new reporting time. If the incumbent accepts the new reporting time, the assignment will not be reposted.

SECTION 2. SENIORITY LIST

The Installation Head shall post an updates seniority list on an employee bulletin board, December 1, and June 1, each year. A copy shall be provided to the Local APWU at the same time.

SECTION 3. PART TIME FLEXIBLE

- A. Duties shall be equitably distributed in so far as possible.
- B. Duty hours available shall be equitably distributed in so far as is possible.

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ARTICLE XXXXIII. SEPARABILITY AND DURATION

A. Separability.

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

B. Durability.

This Local Memorandum of Understanding shall be effective upon signing of the agreement, and shall remain in full force and effect until a new Local is negotiated as a result of negotiations at the National Level.


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THIS LOCAL MEMORANDUM OF UNDERSTANDING
SHALL BE EFFECTIVE NOVEMBER 21, 2020 AND
SHALL REMAIN IN FULL FORCE AND EFFECT UNTIL
A NEW LOCAL MEMORANDUM OF UNDERSTANDING
IS NEGOTIATED AS A RESULT OF NEGOTIATIONS
AT THE NATIONAL LEVEL.

THIS MEMORANDUM OF UNDERSTANDING IS ENTERED INTO
ON THE 21st DAY OF NOVEMBER 2020 BETWEEN THE REPRESENTATIVE
FOR THE UNITED STATES POSTAL SERVICE
AND THE DESIGNATED AGENT FOR THE
AMERICAN POSTAL WORKERS UNION, PURSUANT TO THE
LOCAL IMPLEMENTATION PROVISIONS OF THE
2018 NATIONAL AGREEMENT.



MUSKEGO POSTMASTER/IOC



APWU SOUTH SECTIONAL DIRECTOR


11/16/2020
DATE

11-12-2020
DATE

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