

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

APWU CRAFT

ARTICLE V111. HOURS OF WORK

SECTION 1. OVERTIME ASSIGNMENTS

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

SECTION 2. WASH UP TIME

1. The amount of wash up time granted each employee shall be subject to the grievance procedure. The principle of wash up time, as set forth in the National Agreement shall be applied.

## APWU CRAFT

### 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.

A. The Postmaster, or his designee, after consideration of appropriate Federal, State and Local Governmental recommendations and directives shall cause an announcement to be made in a timely manner by local radio/phone as to whether employees off duty shall be required to report for duty as scheduled.

No announcement will be made if employees are required to report as scheduled.

He shall give the text of such an announcement to the supervisor on duty responsible for taking calls from off duty employees.

It is understood that civil disorders, military attack and extreme weather conditions, such as snow storms and tornado warnings are to be included in the items to be considered for termination or curtailment of services. In the specific case of tornado warnings, employees who are traveling on the roads in a duty capacity, are to call their immediate supervisor for instructions on whether to take cover, return to the office, delay their travel, etc. until such time as the warning has been lifted.

#### SECTION 2. FORMULATION OF LOCAL LEAVE PROGRAM (ALL CRAFT)

1. The choice period shall be January through the month of November.

A. Selection for the choice vacation periods shall be held during 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 by 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 to (1) one choice. The choice may be split, at the employee's option, into a maximum of (3) three parts of five (5) day increments consistent with his/her entitlement under Article 10, section 3.D 1-3 of the National Agreement.
3. One (1) clerical employee shall be granted leave at one time during the choice period. This will permit all clerical employees to choose, at their option, and within their earned leave category.
4. The selection of choice vacation periods shall be on a seniority basis.
  - A. The second round shall immediately follow the first round of selection and shall be for the remainder of the employees full allotment not utilized in the first round , according to their earned leave category.
5. Upon completion of four (4) above the employer shall post an annual leave calendar and give notice of a date through which additional requests for unused all shall be approved on a seniority basis – This date shall be mutually agreed upon between USPS and the APWU representatives.
6. Annual leave requested for forty (40) or more hours after the provisions of 4 and 5 above have been completed, shall be by submission of a PS Form 3971, w/duplicate to the supervisor. If the leave quota is not filled for the requested period, the 3971 shall be approved and duplicate copy returned to the employee no later than three (3) days after the 3971 was submitted. Such leave to be granted on a first come, first serve basis. This provision shall not apply if the PS Form 3971 is submitted less than twenty-one (21) days prior to the date the annual leave is scheduled to begin. Approval of requests not submitted prior to this cut off date shall be at the option of the employer.
7. Annual leave requested for more than eight (8) hours but less than forty (40) hours after the provisions of 4 and 5 above have been completed, shall be by submission of PS Form 3971, in duplicate. If the leave quota is not filled for the period requested, the PS Form 3971 shall be approved and the duplicate copy returned to the employee no later than three (3) days after its submission. Such leave to be granted on a first come, first serve basis. This provision shall not apply if the PS Form 3971 is submitted less than ten (10) days prior to the date the requested annual leave is to begin. Approval of requests not submitted by this cut off date shall be at the option of the employer.
8. Annual leave requested for eight hours or less after the provisions of 4 and 5 above have been completed shall be by submission of PS Form 3971, in the PS Form 3971 in duplicate . 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

Such leave to be granted on a first come first serve basis. This provision shall not apply if the PS Form 3971 is submitted less than five (5) days prior to the date the requested annual leave is to begin. Approval of requests not submitted by this cut off date are at the option of the employer.

9. The first day of the employees vacation shall begin on Sunday. Exceptions may be granted by agreement between the employee and the employer.
10. An employee may cancel any annual leave, in whole or in part. Such cancellation shall be submitted to the employer on a PS Form 3971, twenty-one (21) days in advance of the first day of the vacation period. This provision shall apply in all cases except when the employee is able to document the need for cancellation, or if it was caused by a situation beyond their control.

Such cancellations shall not reduce the annual leave quota, and must be posted by the employer in order that remaining employees are apprised of its availability. The opportunity for this open slot shall be offered to employees on the basis of seniority.

11. An employee 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 their choice for scheduled vacation.
12. Attendance at APWU seminars, conferences, and conventions by fully authorized union representatives shall not count toward annual leave slots during the choice periods.
13. The employer shall, no later than November 1, publicize on Bulletin Boards, the beginning date of the New year, which shall begin with the first day of the first full pay period of the calendar year.

## APWU MAINTENANCE CRAFT

### ARTICLE 10. LEAVE MAINTENANCE CRAFT

1. The choice vacation period shall be from the first full week in January and extend through the last full week in November.
2. One (1) maintenance craft employee shall be granted annual leave at any time during the choice period.

## APWU CRAFT

### 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.

## APWU CRAFT

### ARTICLE XIII ASSIGNMENT OF ILL OR INJURED REGULAR WORKFORCE EMPLOYEES

#### SECTION 1. LIGHT DUTY

1. Temporary light duty assignments may be made upon written request of the employee to the postmaster, substantiated by written medical certification.
2. After consultation between the employer and the union representative for the craft the light duty work exists in, such assignments shall be in accordance with the provisions of Article 13 of the National Agreement.
3. When the duties of the light duty assignment are primarily the work of the Clerk Craft, Clerk Craft employees requesting light duty shall have priority to this assignment over any employee from another craft.
4. In accordance with National Agreement, the parties recognize that a light duty assignment does not guarantee any set number of hours to a part-time flexible employee.



## APWU CRAFT

### ARTICLE XX PARKING

1. When parking space on the Postal grounds is available a Committee shall be established consisting of one (1) member of management and to include a representative of the American Postal Workers Union to resolve parking problems as they may arise.

APWU

ARTICLE XXXVII CRAFT SUPPLEMENTAL – PRINCIPLES OF SENIORITY

SECTION 1 FULL TIME REGULARS

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

SECTION 2. Part Time Flexibles

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

SECTION 3 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 4 SENIORITY LIST

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

## APWU CRAFT

### ARTICLE 43 SEPARABILITY AND DURATION

1. 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 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.

2. Durability

This Local Memorandum of Understanding shall be effective as of November 21, 2002 and shall remain in full force and effect until a new Local is negotiated as a result of negotiations at the national level.

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.

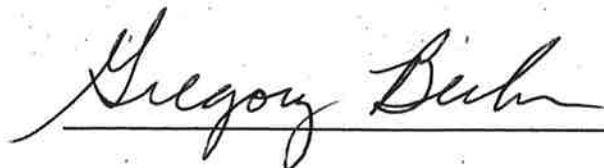
THIS MEMORANDUM OF UNDERSTANDING IS  
ENTERED INTO ON NOVEMBER 13, 2020 BETWEEN  
THE REPRESENTATIVE FOR THE  
UNITED STATES POSTAL SERVICE  
AND THE DESIGNATED AGENT FOR THE  
AMERICAN POSTAL WORKERS UNION,  
PURSUANT TO THE LOCAL IMPLEMENTATION  
PROVISIONS OF THE 2018 NATIONAL AGREEMENT.



Postmaster, Elkhorn Post Office

11/16/2020

Date



APWU South Sectional Director

11-12-2020

Date