

LOCAL MEMORANDUM OF UNDERSTANDING
BETWEEN THE
AMERICAN POSTAL WORKERS UNION, AFL-CIO
MILWAUKEE AREA LOCAL
AND THE
UNITED STATES POSTAL SERVICE
OAK CREEK POST OFFICE
NOVEMBER 7, 2020

APWU CRAFT

ARTICLE VIII. HOURS OF WORK

SECTION 1. OVERTIME ASSIGNMENT

1. An "Overtime Desired List" shall be established according to Article 8 Section 5 of the National Agreement by section and tour.
2. When the need for overtime arises, it will assigned according to Article 8, Section 5 of the National Agreement.

SECTION 2. WASH UP TIME

1. In accordance with Article 8 Section 9 of the National Agreement, clerical employees who perform dirty work or work with toxic materials, shall be allowed a reasonable amount of wash up time.

APWU CRAFT

ARTICLE VII. CURTAILMENT OF SERVICES

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 local conditions or orders of local authorities, shall determine if termination or curtailment of services is warranted.
 - B. When it has been determined to terminate or curtail service, the Postmaster or his designee will notify clerical employees by phone and/or radio, of his decision.
 - C. No announcement will be made if employees are required to report as scheduled.
 - D. In those instances where full-time regular employees report late for work due to a local emergency, they shall be allowed to complete their schedule, if work is available.

ARTICLE X. LEAVE

SECTION 1. Formulation of Local Leave Program (all crafts)

1. The choice period will begin the first full week of the leave year and extend through the first week in December.
 - A. Selections for the vacation periods shall be held during the first weeks in December until completion. Official results will be posted on the official bulletin board. When an employee is personally notified at work that their name has been reached for initial pick selections, that employee will have two (2) business days to make their selections. In the event that the employee does not pick their selections within two (2) business days, the employee will be placed on the bottom of the career seniority list for that selection period.
2. Employees who earn 13 days of annual leave per year shall be granted up to ten (10) continuous days within the choice period. Employees who earn twenty (20) or twenty-six (26) days of annual leave shall be granted up to fifteen (15) continuous days within the choice period on the first-round selection.
 - A. Employees will be required to submit a PS Form 3971 following his/her selection of annual leave.
3. The selection of choice vacation periods shall be by seniority.

4. One (1) clerical employee, at any one time, will be granted vacation leave during the choice period.
5. One (1) maintenance employee, at any one time, will be granted vacation annual leave during the choice period.
6. After the first-round selection is completed, the employees may select additional annual leave in five (5) day increments, by seniority, until their yearly allotment of annual leave is assigned.
7. The approved vacation schedule shall be posted on the official bulletin board after completion of all rounds.
8. The first day of a clerical employee vacation leave shall begin the first day of their basic work week, as defined in Article 10 Section 3-E of the National Agreement.
9. All annual leave requests, other than for choice vacation periods, shall be on a PS Form 3971. Such requests will be reviewed by management and the employee will be notified of the approval at least forty-eight (48) hours prior to the first day of the leave requested.
10. These type of annual leave requests will show the time clock punch of the day submitted. Earliest time clock punch shall be given first preference, except in emergencies.
Emergency annual leave will be granted for valid need and proper documentation. No clerical employee may have more than three (3) PS Form 3971's on file at one time, with the exception of the PS Form 3971's submitted during the initial choice vacation selections.
11. Employees submitting Form 3971 outside their vacation period, for Holiday weeks will not be granted more than one selection during the leave year unless no other employee has requested.
12. In the event that an employee requests to cancel all or part of previously approved leave, those canceled days will be available to other clerks by seniority for five (5) days. After five (5) days, if there are no requestors, the leave will be available on a first come-first served basis. Cancellation requests must be submitted at least ten (10) days prior to the first day of annual leave scheduled.
13. When annual leave is used to attend National or State Conventions during the choice period, the clerk shall be granted any other available period provided no more than one (1) clerical employee will be off on annual leave and the selection does not deprive anyone else of his/her first choice for scheduled vacation.
14. Any annual leave to attend Union activities other than for the local steward, shall be charged to the choice period. The local Union steward, or his designee, may take annual leave without charge to the choice vacation schedule as long as no more than one (1) clerk is on vacation.

SECTION 2.

During the last two weeks in November, employees will be permitted to select annual leave for the period beginning December 26 through the first full week in January by submission of a PS Form 3971, Request for or Notification of Absence. These requests will be granted by seniority and granted up to the annual leave quota.

ARTICLE XI. HOLIDAYS

SECTION 1. HOLIDAY SCHEDULE

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 employees who are not yet entitled to penalty overtime rate are available to be scheduled.
 - C. All PSE's with the necessary skills to the maximum extent possible, even if the payment of overtime is necessary.
 - D. Career employees who have not volunteered to work their holiday by juniority on a rotating basis.
 - E. Career 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. One light duty position will be established in the clerk craft. The duties of this assignment shall not adversely affect a regularly assigned clerk.
2. All ill or injured employees in the clerk craft will be utilized to the maximum extent possible, when work is available, commensurate with his/her physical capabilities.

APWU CRAFT

ARTICLE XX. PARKING

1. Available parking spaces in excess of the needs of the Postal Service may be utilized by clerical employees on a first come, first served basis.

APWU CRAFT

ARTICLE XXXVII CRAFT SUPPLEMENTAL - PRINCIPLES OF SENIORITY

SECTION 1. Full Time Regulars

- A. They shall apply to all full time regulars employees in so far as it implies to the equitable distribution of assignment 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 Flexible

- A. It is the intent of management that duties shall be equitably distributed in so far as possible.
- B. It is the intent of management that 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 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.

THIS LOCAL MEMORANDUM OF UNDERSTANDING
SHALL BE EFFECTIVE NOVEMBER 7, 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
FIRST 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.



POSTMASTER

12-01-2020

DATE



APWU SOUTH SECTIONAL DIRECTOR

11-25-2020

DATE