

LOCAL MEMORANDUM OF UNDERSTANDING
BETWEEN
AMERICAN POSTAL WORKERS UNION, AFL-CIO
MILWAUKEE AREA LOCAL
AND THE
UNITED STATES POSTAL SERVICE
BURLINGTON POST OFFICE
AND ALL OF ITS
REMOTELY MANAGED POST OFFICES
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.
- B. For the purpose of calling overtime, the Burlington Post Office (Administrative Post Office-APO) and each of its Remotely Managed Post Offices (RMPO) will be separate sections.**
- C. When overtime is needed, management will utilize the employees on the overtime desired list (OTDL) in the section where the overtime is needed, on a rotating basis starting with the senior employee on the overtime desired list.**
- D. If there are not enough OTDL employees in that section, overtime volunteers from another section can be utilized on a rotating basis, as long as the overtime volunteers from the section that is called are utilized to the maximum extent possible.**
- E. If there is an additional need beyond the OTDL from all sections, employees not on the OTDL from the section where the overtime is being called, will be utilized on a rotating basis, starting with the junior employee.**
- F. If there is still an additional need for overtime, employees from outside the section not on the OTDL, will be utilized on a rotating basis starting with the junior employee from outside that section.**

Accordingly, the below pecking order is how overtime shall be called;

- Quarterly OTDL in Section**
- Quarterly OTDL out of Section**
- Non-Volunteers in Section**
- Non-Volunteers out of Section**

A. 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.

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. The postmaster designee shall give the text of such announcement to employees will be made if employees are required to report as scheduled.

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

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

1. The choice period shall be from the first full week in January through the last full week in November. If the end of November ends on a Monday, Tuesday, etc; employees will be allowed to select annual leave through the end of that week.
 - 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 by utilizing the duplicate PS Form 3971 and returning it to the employee no later than January 2.
2. All employees shall be granted their full allotment of up to fifteen (15) continuous days in units of five (5), ten (10) or fifteen (15) working days within the choice period, according to their earned leave category.
3. One (1) clerical employee shall be granted leave at one time during the choice period with in their earned leave category.

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4. The selection of choice vacation periods shall be by clerk seniority.
 - A. The second round shall immediately follow the first round of selection and shall be in units of five (5) or ten (10) working days, using the same order of selection in 4 above.
5. An annual leave calendar shall be posted on a bulletin board by January 2, so employees can determine the availability of unused or canceled annual leave slots.
6. Annual leave request for forty (40) or more hours after the provisions of 4A 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, and the leave was received by 12:00 pm, the PS Form shall be approved and the duplicate copy returned to the employee no later than 5 days after the PS Form 3971 was submitted to the supervisor. Such leave to be granted on a first come first serve basis.
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, and the request was received by 12:00 pm, the PS Form 3971 shall be approved and the duplicate copy returned to the employee no later than 5 days after the PS Form 3971 was submitted to the supervisor. Such leave to be granted on a first come, first serve basis.
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 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 2 days after the PS Form 3971 was submitted to the supervisor. Such leave shall be on a first come and first serve basis.
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.

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 allowed off on annual leave for the canceled period. Such cancellation must be noted on the posted vacation calendar on the day the request for cancellation is received by the employer in order that the remaining employees are apprised of the availability of that leave period. The opportunity for this opened slot will be offered on a seniority basis.

10. The first day of the employee's vacation leave shall be the first day of the calendar week. (Monday) Exceptions may be granted by agreement among employee, the Union representative and the employer.
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.

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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. HOLIDAYS

SECTION 1. HOLIDAY SCHEDULE

- A. For the purpose of Holiday calls, the Burlington (Administrative) Post Office (APO) and each of its Remotely Managed Post Offices (RMPO's) will be separate sections.
- B. Holiday scheduling for the holiday or day designated as a holiday shall be according to the following sequence:
 - 1. Full-time regular employees with the necessary skills who have volunteered to work their holiday, by seniority.
 - 2. 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.
 - 3. All PSE's with the necessary skills to the maximum extent possible, even if the payment of overtime is necessary.
 - 4. Career full-time regular employees who have not volunteered to work their holiday by juniority on a rotating basis.
 - 5. 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 X111 ASSIGNMENT OF ILL OR INJURED REGULAR WORKFORCE
EMPLOYEES

SECTION 1 LIGHT DUTY

1. Temporary light duty assignment 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 representative for the craft the light duty work exists 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 APWU to 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 updated seniority list on an employee bulletin board by December 1, and June 1 each year. A copy shall be provided to the Local APWU at the same time.

SECTION 3 Part Time Flexibles

Part Time Flexible job duties shall be equitably distributed in so far as possible.

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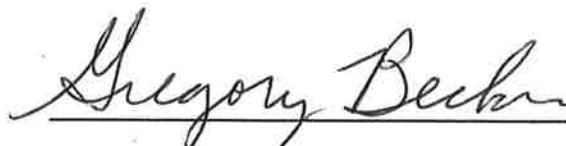
THIS LOCAL MEMORANDUM OF UNDERSTANDING
SHALL BE EFFECTIVE NOVEMBER 21, 2020
AND SHALL REMAIN IN FULL FORCE AND EFFECT
UNTIL A NEW LOCAL MEMORANDUM OF UNDERSTANDING
IS NEGOTIATED AS A RESULT OF NEGOTIATIONS
AT THE NATIONAL LEVEL.

THIS LOCAL MEMORANDUM OF UNDERSTANDING
IS ENTERED INTO ON THE DAY 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 BURLINGTON, WI

12-03-2020
DATE



APWU SOUTH SECTIONAL DIRECTOR

11-27-2020
DATE