

MEMORANDUM OF UNDERSTANDING
BETWEEN
UNITED STATES POSTAL SERVICE
AT
GRAND HAVEN, MI
AND
WESTERN MICHIGAN AREA LOCAL
AMERICAN POSTAL WORKERS UNION

ARTICLE 8

HOURS OF WORK

Section 1. Work Week

1. The regular work week shall be five (5) days with fixed days off.
2. **The regular work week for Non Traditional Fulltime (NTFT) employees shall be in accordance with the National Agreement.**

Section 5. Overtime Assignments

1. One (1) hour advance notice of overtime shall be given, unless the late arrival of mail prevents. The use of a telephone to arrange transportation shall be allowed.
2. "Overtime Desired" lists in Article 8 shall be by craft.

ARTICLE 10

LEAVE

Section 3. Choice Vacation Period

1. Requests for choice vacations period(s) shall be submitted on PS form 3971 in duplicate, and must be submitted within three (3) working days from the date of notification of your selection. The duplicate copy will be returned to the employee signed by the appropriate official notifying the employee of the choice vacation schedule approved for him/her. Employees may pass up choice vacation selections, however, they shall be given the opportunity to fill any unfilled vacation selections following the choice vacation selection period.
2. Selection for the choice vacation period(s) shall begin immediately following the initial selection period of the non-choice vacation period. Choice vacation periods(s) will be assigned on the basis of seniority in each craft.
3. An employee may, at his/her option, request two (2) selections during the choice vacation period in units of five (5) or ten(10) working days; the total not to exceed the ten (10) or fifteen (15) days described in Article 10, Section 3, D, of the 1994 National Agreement.
4. The choice vacation period shall be **twenty four (24) consecutive weeks** commencing the last full week in **March**, and the weeks that include **November 15th**, the Thanksgiving Holiday, **Christmas Holiday and New Years Holiday**.
5. The number of employees who may receive annual leave each week during the choice vacation period shall be equal to 15% of the **career** workforce, with the understanding that percentages will be in increments of 1/100's and that .49 will be rounded to the next lowest whole number, and .50 will be rounded to the next higher whole number. A minimum of one (1) employee per week, per craft will be allowed off during choice vacation period.

6. Employees shall begin their choice vacation periods on Monday. Exceptions may be granted by agreement among the employee, the Union representative, and the Employer.
7. Jury duty or attendance at National or State Union Conventions during the choice vacation period shall not be charged to the vacation period.

Section 4. Vacation Planning

1. Requests for annual leave during other than the choice vacation period may be submitted in duplicate on PS Form 3971. The signed duplicate copy indicating whether the leave was approved or disapproved will be returned to the employee within three (3) working days by the approving official. If disapproved, the reason will be stated. The leave request must be returned to the employee within three (3) working days or it will be considered approved.
2. Initial applications for annual leave during other than the choice vacation period will begin on or about November 1. Employees must submit request within one (1) working day from the date of notification of their selection.

Applications for annual leave during the initial period (November 1 through such time that the junior employee has been afforded an opportunity to submit for leave) will be considered on a seniority basis. All other applications for annual leave during other than choice vacation period will be on a first-come, first-served, daily basis.

3. Fifteen percent (15%) of the **career** workforce, per craft, with a minimum of one (1) shall be allowed annual leave during other than choice vacation period, with a three (3) day notification given.
4. Employees will be allowed up to six (6) weeks of maternity leave prior to childbirth and up to eight (8) weeks following childbirth. Additional length of absences for maternity reasons will be documented by the employee's physician.
5. An employee will be required to take all annual leave that has been approved, unless a one (1) week notice of cancellation of all or part of the annual leave has been submitted. The one (1) week notice of cancellation will not be required in the case of changing annual leave to sick leave, or in the case of an emergency, which will be determined by the Postmaster and the Union Representative.
6. **For the purpose of vacation planning and incidental Annual Leave, the term workforce will include all bargaining unit employees currently on the rolls, within each craft, at the time of the request.**

ARTICLE 11

HOLIDAYS

Section 6. Holiday Schedules

1. Not later than 9 a.m. on the day two (2) calendar weeks prior to the holiday, a volunteer list will be posted by Management. It is the sole responsibility of any employee who wishes to volunteer to work on a holiday to place his name on this list.
2. Employees shall be scheduled to work holidays in the following order:
 - A. Volunteers – by seniority
 - B. Non-volunteers – by inverse seniority
3. Any employee who works on a holiday shall be allowed, if possible to observe his/her regular starting time.

ARTICLE 12

PRINCIPLES OF SENIORITY, POSTING AND REASSIGNMENTS

Section 3. Principles of Posting

1. An assignment shall be reposted if a change in starting time exceeds one (1) hour, **unless the Union request otherwise. The incumbent shall not have the option of accepting a new reporting time in excess of one (1) hour.**
2. A duty assignment shall be reposted if the principal assignment area(s) or principal duties, as stated in the original posting, are changed.
3. The successful bidder shall be placed in the new assignment within fourteen (14) days.
4. A duty assignment shall be posted with principle assignment areas and principle assignment duties.

ARTICLE 13

LIGHT DUTY ASSIGNMENTS

The Postmaster and the APWU, recognizing their responsibility to aid and assist deserving full-time or part-time employees who, through illness or injury, are unable to perform fully their regularly assigned duties, agree to the following provisions and conditions for reassignment to temporary or permanent light duty assignments:

1. Light duty assignments, for those eligible employees represented by the APWU, will be those normal assignments that can be adjusted to the physical limitations of the employee without seriously affecting the production of the assignment.
2. The number of light duty assignments reserved for eligible employees represented by the APWU will be limited only by the ability of the employee to perform the assignment without hazard to him self or his fellow employees.
3. Every effort shall be made to reassign the concerned employee within the employee's present craft or occupational group. In this regard, consideration will be given to working the employee within his present hours of duty. After all efforts are exhausted in this area, consideration will be given to reassignment to another craft or occupational group within the same installation.

ARTICLE 14

SAFETY AND HEALTH

Section 1. Guidelines for Curtailment or Termination of Postal Operation

1. In the event of unusual or emergency circumstances which could effect the safety and health of employees, the Postmaster or his designee shall give serious consideration to, but not limited to, the following:
 - a. The Safety and Health of the Employee
 - b. Civil Disorders
 - c. Acts of God
 - d. Hazardous Weather Conditions
 - e. Advise of Local Authorities

Management will notify the employees at the earliest possible time of termination or curtailment of postal operations. Such notification will be by telephone, and/or available public media such as television or radio.

When a "Tornado Warning" applicable to this installation is reported, either by Civil Defense or by the radio station officially designed to broadcast such alerts, then Management will follow these general rules:

- a. When a "Tornado Watch" is announced, the radio shall be kept tuned to a local station.

- b. In the event of a "Tornado Warning", the Supervisor in charge shall advise employees to proceed to a shelter area.

Section 2. Cooperation

Current lists of telephone numbers for doctors, ambulances, rescue squads, hospitals, and other medical facilities shall be posted on all first aid cabinets and near outgoing telephones.

ARTICLE 17

REPRESENTATION

Section 5. Labor-Management Committee Meetings

1. Labor-Management meetings shall be held on an as needed basis at 1:30 PM the third Tuesday of each month upon submissions of agenda items at least twenty-four (24) hours in advance of the scheduled meeting. The meeting date may be changed by mutual consent.

ARTICLE 20

PARKING

1. Management will take reasonable steps, based on specific needs of USPS vehicles and its customers to provide employee parking on any remaining space on a first-come, first-served basis.
2. Union Officials shall be allowed to park on Post Office premises when on Union business.

This MEMORANDUM OF UNDERSTANDING is entered in on September 9, 2011 between the representatives of the United States Postal Service, and the designated representative of the American Postal Workers Union, AFL-CIO, pursuant to the local implementation procedures of the 2010 - 2015 National Agreement.

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For the United States Postal Service

Amy S. Lubatky 9/9/2011
For the American Postal Workers Union, AFL-CIO