

Memorandum of Understanding
Between The
United States Postal Service
And
The Western Michigan Area Local
American Postal Workers Union, AFL-CIO



Grand Rapids Installation
Grand Rapids, Michigan

Western Michigan Area Local Memorandum of Understanding Between the United States Postal Service And the American Postal Workers Union, AFL-CIO

PREAMBLE

This agreement (referred to as the Local Memorandum of Understanding) is entered into by the United States Postal Service (hereinafter referred to as the "Employer") and the American Postal Workers Union, AFL-CIO (hereinafter referred to as the "Union"), pursuant to the local implementation provisions of the **2015** Collective Bargaining Agreement.

ARTICLE 8 Hours of Work

I. SECTION 1. Work Week

- A. The regular work week shall be five (5) days with fixed days off, except Motor Vehicle Maintenance employees whose regular work week shall be five (5) days with Sunday and a rotating day off.
- B. A modified work week may be implemented by agreements between the employer and the Union.
- C. The regular work week for Non Traditional Full Time employees will be in accordance with the National Agreement.

Section 5. Overtime Assignments

- A. The employer agrees to equalize overtime opportunities between each tour whenever possible.
- B. One (1) hour advance notice of overtime will be given unless the late arrival of mail prohibits such notification. The use of the telephone to arrange transportation will be allowed.
- C. CLERK CRAFT: Overtime desired list shall be by tour (Tour 1 starting at 9:00pm, Tour 2 starting at 5:00am, Tour 3 starting at 1:00pm) and sections as follows:
 - 1. Non-Scheme clerks
 - a. Main Office
 - b. P-1 Campus

2. Flat Sorting Machine
3. Letter Automation
 - a. **Main Office**
 - b. **P-1 Campus**
4. SPBS/APBS
5. ODIS/RPW
6. Business Mail Entry Unit (BMEU)
7. Riverview Building
8. Each separate Station and Branch:
 - a. Northeast
 - b. Northwest
 - c. Wyoming/Rogers Plaza
 - d. Kentwood
 - e. East Paris
 - f. Centerpointe
 - g. Eastown
 - h. Main Office Windows/Service Counter, Ledyard, Seymour
 - i. **Grand River Carrier Annex**
9. Unlisted areas my sign the non-scheme overtime desired list for their tour.

D. MAINTENANCE CRAFT: Overtime desired list shall be by tour and section as follows:

1. Custodians – Sections are defined as follows:
 - a. Main Office
 - b. P-1 Campus
 - c. Station and Branches
2. Building Equipment – Sections are defined as follows:
 - a. Main Office
 - b. P-1 Campus
3. Mail Processing Equipment – Sections are defined as follows:
 - a. Main Office
 - b. P-1 Campus
4. Maintenance Support – Sections are as follows:
 - a. Main Office
 - b. P-1 Campus

E. MOTOR VEHICLE CRAFT: Overtime desired list will be by tour and section as follows:

1. Motor Vehicle Transportation employees
2. Vehicle Maintenance Facility employees.

F. The following pecking order shall be utilized to determine disbursement of overtime opportunities for all Crafts:

1. "Overtime Desired" lists within section by seniority on a rotating basis
2. Volunteers within section by seniority on a rotating basis
3. Volunteers installation wide by seniority on a rotating basis(except in the Motor Vehicle and Clerk Crafts)
4. Non-volunteers within section by inverse seniority on a rotating basis

- G. Detailed and pool/augmented employees will be assigned overtime in the section they are detailed to, and not from.

ARTICLE 10 LEAVE

SECTION 3 Choice Vacation Period

- A. Selection for choice vacation period shall begin on January 15 and end the last day of February. Request for choice vacation selections must be returned to the supervisor within three (3) calendar days (excluding leave and holidays), unless otherwise requested by the union. Choice vacation period(s) will be assigned on the basis of seniority in each section by tour. Employees sections are defined as:

1. ODIS/RPW data collection
2. Each separate Station and Branch:
 - a. Northeast
 - b. Northwest
 - c. Wyoming/ Rogers Plaza
 - d. Kentwood
 - e. East Paris
 - f. Centerpoint
 - g. Eastown
 - h. Ledyard
 - i. Seymour
 - j. Main Office Windows
 - k. Grand River Carrier Annex**
3. Mailing Requirements
4. Non-scheme
 - a. Main Office
 - b. P1 Campus
5. Maintenance
 - a. Main Office
 - i. Building Equipment
 - ii. Mail Processing Equipment
 - iii. Maintenance Operations Support
 - iv. Custodial (including Northeast, Northwest, and Station C)
 - v. Area Maintenance
 - b. P-1 Campus
 - i. Building Equipment
 - ii. Mail Processing Equipment
 - iii. Maintenance Operations Support
 - iv. Custodial (including VMF, East Paris, and Kentwood)
6. Motor Vehicle Maintenance Facility
 - a. Stockroom and Administrative Clerks**
 - b. Technicians/Mechanics**
7. Motor Vehicle Transportation Operations
8. Bulk Mail Unit (BMEU)
9. Letter Automation
 - a. Main Office**

b. P-1 Campus

10. Flat sorting Machine

11. SPBS/APBS

12. Administrative Clerks by section (each functional area will be considered a section)

- B. The number of employees who may receive leave each week during the choice vacation period shall be equal to 18% of the total number of career employees assigned to the section or work area, as of the first Saturday of the second pay period of the leave year. The employer and the union will meet prior to the selection period and determine the number of employees off each week based on the agreed percentage. Percentages will be in increments of 1/100s and it is understood that .49 employees will be rounded to the next lowest whole number of employees and .50 will be rounded to the next higher whole number of employees. In units of less than twenty (20) employees percentages will be in increments of 1/100s and it is understood the .24 will be rounded to the next lowest whole number .25 will be rounded to the next higher whole number of employees.
- C. An employee may, at his/her option, request two (2) selections during the choice vacation period in units of either five (5) or ten (10) days, the total not to exceed ten (10) or fifteen (15) days described in Article 10, Section 3D, of the **2015** National Agreement.
- D. Choice vacation periods for the life of this contract shall be eighteen (18) consecutive weeks commencing the second full week in May.
- E. Vacation periods shall start:
1. On the first day of the employee's work week (the first day following the employee's two (2) non-scheduled workdays). Exceptions may be granted by agreement between the employee, the Union, and the Employer.
 2. On Monday for the Motor Vehicle craft. Exceptions may be granted by agreement between the employee, the Union, and the Employer.
- F. Union conventions or jury duty will not be charged against choice vacation selections.

SECTION 4. Vacation Planning

- A. On or before November 1st, a notice will be placed in the order books indicating the beginning of the new leave year.
- B. 1. Request for the choice vacation period(s) shall be submitted to the immediate supervisor, in triplicate when available, on a PS form 3971. A copy will be returned to the employee signed by the appropriate official notifying the employee of the choice vacation schedule approved/disapproved for him/her, within four (4) days (excluding leave, holidays, and SDO's). The approved annual leave will be honored in the event of an assignment change, and at the request of the employee the leave may be adjusted to coincide with his/her new SDO's. The approved total vacation schedule will be posted when choice selections have been completed.

2. Employees may pass up choice vacation periods during the selection period; however, those employees shall be given the opportunity to select any unfilled choice vacation periods following choice vacation selection by seniority after the approved schedule has been posted. All applications by those employees must be submitted within ten (10) calendar days and approved on a seniority basis at the end of the ten (10) calendar days. At the end of the ten (10) calendar days these requests will be returned to the employee within four (4) calendar days (excluding leave, holidays, and SDO's). If not returned within four (4) calendar days (excluding leave, holidays, and SDO's) the leave will be considered approved.

C. 1. Requests for annual leave during other than choice vacation period or annual leave during choice vacation periods, after the initial selection period, may be submitted, in triplicate when available, on PS form 3971. A signed copy indicating leave approval or disapproval will be returned to the employee within four (4) calendar days (excluding leave, holidays, and SDO's) by the appropriate official. If disapproved, the reason will be stated. If the leave request is not returned to the employee within four (4) calendar (excluding leave, holidays, and SDO's) the leave will be considered approved.

2. Applications for annual leave during other than the choice vacation period will be considered on a first-come, first-serve basis up to seven (7) months in advance (exceptions may be made between the Union and Employer) with craft seniority as a tie breaker, except for the period between November 15th through November 30th and December 24th through December 31st, by work area. Application for this period will be considered on a seniority basis and should be submitted during the choice vacation selection period. In sections of fifteen (15) employees or less, employees may request one of these periods on a seniority basis.

D. Employees shall be allowed up to twelve (12) weeks for maternity leave. Request for additional maternity leave must be substantiated by medical documentation.

**ARTICLE 11
HOLIDAYS**

SECTION 6 Holiday Schedules

- A. Not later than 9:00a.m. on the day of posting, three (3) calendar weeks prior to the holiday, management will post a volunteer list. The volunteer list will be posted until noon (12pm) on the Friday preceding the Tuesday holiday schedule posting date. It shall be the sole responsibility of any full time regular employee volunteering to work a holiday, to place his/her name and qualifications on the list.
- B. Employees shall be scheduled to work holidays by tour, (within the below exception for the Maintenance Craft employees) in the following order:
 - 1. Volunteers – Full time employees by seniority
 - a. Whose regular schedule includes that day
 - b. Whose regular schedule does not include that day
 - 2. Non-volunteers – Full time employees by inverse seniority
- C. Any employee who works on a holiday will be allowed to observe his/her normal starting time, if possible.
- D. Employees will not be excused from holidays based on annual leave of less than 24 hours (3 days) in conjunction with a holiday. Exceptions may be made by agreement between the employee, the Union, and the Employer. If an employee elects to work in lieu of taking his/her pre-approved annual leave, he/she will then be scheduled to work the holiday. Premium pay will not be paid due to cancellation of the annual leave by the employee.
- E. Maintenance Craft will be separated as follows for the holiday schedule by tour:
 - 1. Main Office (to include Northeast, Northwest, Seymour, Ledyard, Wyoming, Rogers, and Eastown)
 - 2. P-1 Campus (to include VMF, East Paris, Centerpointe, and Kentwood)

ARTICLE 12
PRINCIPLES OF SENIORITY, POSTING, AND REASSIGNMENTS

SECTION Principles of Posting

- A. An assignment shall be re-posted if a change in starting times 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.
- B. 1. Chances in a duty assignment as specified below, will require re-posting.
 - a. If there is a 50% change in a duty assignment (actual duty performed).
 - b. If there is a change in a principle duty assignment area which requires reporting to a different physical location; i.e. station, branch, facility, annex, etc. Exception: The incumbent shall first have the option to accept the new duty assignment.
 - c. In the event of a general relocation of the Processing and Distribution Center, re-posting will not be required.
- C. The successful bidder shall be placed in the new assignment within fourteen (14) days, unless mutually agreed upon the Employer and the union.
- D. Seniority roster will be furnished to the union President quarterly, upon request.
- E. Motor Vehicle TTO and Motor Vehicle Maintenance craft assignments shall be posted for the bid once each calendar year, within thirty (30) days, when requested by the Union in writing.
- F. If new sections are established during the life of this agreement, either party can request a meeting for the purpose of discussing Article 12/Item 18 of the LMOU.

SECTION 4 Principles of Reassignments

- A. Maintenance and Motor Vehicle are sections and shall be by tour.
- B. Clerk craft shall be by tour and sections. Sections are defined as:
 - 1. Mailing Requirements
 - 2. Non-Scheme Clerks (including Main Office and P-1 Campus)
 - 3. Each separate Station and Branch
 - a. Northeast
 - b. Northwest
 - c. Wyoming/ Rogers Plaza
 - d. Kentwood
 - e. East Paris
 - f. Centerpointe

- g. Easttown
 - h. Ledyard
 - i. Seymour
 - j. Main Office Windows
 - k. Grand River Carrier Annex**
- 4. Bulk Mail Unit (BMEU)
 - 5. Letter Automation (**including the Main office and the P-Campus**)
 - 6. Flat Sorting Machines
 - 7. SPBS/ APBS
 - 8. Riverview Building

ARTICLE 13 LIGHT DUTY ASSIGNMENTS

The Employer and the Union, recognize their responsibility to aid and assist deserving full time or part time employees who, through illness or injury, are unable to perform their regularly assigned duties, agree to the following provisions and conditions for reassignment to temporary or permanent light duty assignments.

- A. Light duty assignments, for those eligible employees represented by the Union, will be those normal assignments that can be adjusted to the physical limitations of the employees without seriously affecting the production of the assignment.
- B. The number of light duty assignments reserved for eligible employees represented by the Union will be limited only by the ability of the employees to perform the assignment without hazard to themselves or their fellow employees.
- C. Every effort shall be made to reassign the concerned employee within the employee's craft or occupational group. In this regard, consideration will be given to working the employee within his/her 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 Operations

- A. As a matter of policy, postal operations will not be terminated at the Post Office unless the Postmaster determines that conditions so warrant Reasonable consideration shall be given, but not limited to, such conditions as:
 - a. The safety and health of employees
 - b. Civil disorders
 - c. Acts of God
 - d. Hazardous weather conditions
 - e. Advice of local Authorities

- B. The employer will notify the employees at the earliest possible time of termination or curtailment of the postal operations. Such notification will be by telephone, and/or available public media such as TV or radio or employee may call 1-888-EMERGNC

SECTION 2 The Safety and Health of ALL Employees in Local Facilities

- A. Each local Postal Facility will establish a written emergency action plan, including a method to initiate and monitor standard operating procedures for emergencies and evacuations. When required, this plan will provide for a trained Emergency Response Team, by tour, to assist in the implementation of standard operating procedures. All personnel is expected to follow the instructions of the Emergency Response Team while the team is activated.

**ARTICLE 17
REPRESENTATION**

SECTION 5 Labor – Management Committee Meetings

- A. Labor-Management meetings will be held the third week of each month on an agreed upon day and time, in accordance with the National Agreement. It is further agreed that a list of agenda items shall be exchanged by both parties of this Agreement at least seventy-two (72) hours before the scheduled meetings. Items not placed on this agenda may be discussed by mutual consent of both parties.

**ARTICLE 20
PARKING**

- A. Employees shall be furnished parking spaces whenever possible. Parking spaces shall be allotted on the basis of seniority, with the exception of management. The present number of spaces allotted shall be maintained and expanded, if possible.
- B. Union officials shall be allowed to park on Post Office premises when on Union business.

**ARTICLE 22
BULLETIN BOARDS**

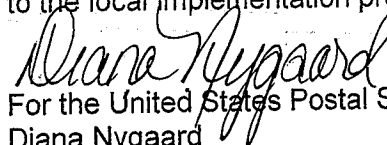
- A. It is agreed that the present number of bulletin boards shall be maintained by the Employer, and shall remain in their present location.
- B. It is agreed that suitable notices for posting shall include all official Union notices and correspondence.
- C. Copies of official orders and notices affecting the APWU crafts will be sent to the president. Postal and Regional Bulletins will be sent to the President when available.

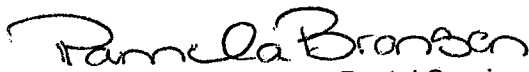
**ARTICLE 23
RIGHTS OF UNION OFFICIALS TO ENTER POSTAL INSTALLATIONS (33)**

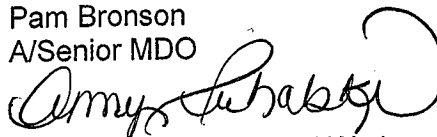
- A. It shall be considered reasonable notice when a duly authorized Union representative makes his/her presence known to the installation head or the designee. The Union will be advised who has been designated.

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Above parties entered into agreement December 20, 2016 at Grand Rapids, Michigan, pursuant to the local implementation provision of the 2015 Collective Bargaining Agreement.


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