

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

ARTICLE 8

HOURS OF WORK

Section 1. Work Week

1. The regular work week for full time employees shall be five (5) days with fixed days off.
2. **The regular work week for Non Traditional Full Time employees will 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 after permission is received from supervisor.
2. Overtime Desired" lists in Article 8 shall be by craft. Crafts are defined as:
 - A. Clerk Craft
 - B. Maintenance Craft

Section 9. Wash-up Time

All Clerks will be granted reasonable wash-up time during the course of their tour.

ARTICLE 10

LEAVE

Section 3. Choice Vacation Period

1. Selection for choice vacation period shall begin on or about January 15 and conclude on March 1. Choice vacations period(s) will be assigned on the basis of seniority in each **craft**.
 - A. **Clerk Craft**
 - B. **Maintenance Craft**
2. 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 National Agreement.
3. The choice vacation periods shall be:
 - A. Spring vacation week(s) for the Holland area schools. Holland Public, Holland Christian, West Ottawa.

- B. The first Saturday prior to Memorial Day thru the Saturday following Labor Day.
 - C. November 14 thru November 30.
4. The number of Clerk employees who may receive annual leave during each week of the choice vacation periods shall be calculated at **20% per craft as of Jan. 15** of each leave year. **(Effective date for this is January 1, 2012)**

At least one (1) employee may be off at a time in each **craft**. Percentage allowed off to be computed as follows: .49 or under, drops to lower number off, .50 or over goes to higher number allowed off.

5. Jury duty shall not be charged to choice vacation period.
6. Except as provided in item 3 above, employees shall begin their choice vacation periods on Monday. Exceptions may be granted by agreement among the employee, the Union representative, and the Employer.

Section 4. Vacation Planning

1. Requests for choice vacation period(s) shall be submitted, **in accordance with the LMOU Article 10, Section 4.1.a & b**, on PS Form 3971 in duplicate. The duplicate will be returned to the employee signed by the appropriate official notifying the employee of the choice vacation schedule approved for him/her. The approved total vacation schedule will be posted when selections have been completed. Employees may pass up choice; however, they shall be given the opportunity to fill any unfilled vacation selections following the choice vacation selection period. The vacation calendar will be returned to the Clerk Supervisor on the employee's 2nd scheduled work day after the employee receives the vacation calendar from the Clerk Supervisor. If the employee does not return the calendar in the two days allowed the employee's name will be moved to the bottom of the seniority roster for the choice vacation selection.

- a. **Choice Vacation: Choice Vacation will be issued on seniority basis.**

First Time Around

Each person; FTR's will be given two 3971's, for Choice Vacation, plus the choice vacation calendar. Each employee will given two (2) selections during the Choice Vacation period, in units of either 5 or 10 working days, the total not to exceed the ten (10) or fifteen (15) days above. Choices of less than a week at a time will be accepted and approved if full weeks for that time period are not requested. If full weeks are requested, those requesting less than a full week will have first choice for that entire week. Full weeks in the above always hold precedence over partial weeks during Choice Vacation.

b. Choice Vacation:

Second Time Around

Second passing of choice vacation will begin directly after the approved total vacation schedule is posted. (First passing of choice vacation calendar.) Clerk Supervisor will post a notice of a ten (10) day time period in which 3971's will be accepted by seniority. Employees will have until the ten (10) day acceptance period is done or until all prime time selections are full. Any 3971's turned in after ten (10) day acceptance period will be approved on a 1st come 1st serve basis, until all prime time selections are full. Management will approve 3971's for all prime time choices up to maximum number of employees allowed off.

2. 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 four (4) calendar days by the approving official. If disapproved, the reason will be stated. If the leave request is not returned to the employee within four (4) calendar days, the leave will be considered approved. A leave request will consist of physically handing a properly completed Form 3971, in duplicate, to his/her supervisor, who will sign it in the "Signature of Supervisor Notified" block.
3. Applications for annual leave during other than the choice vacation period will be considered on a first-come, first-served basis **up to nine (9) months in advance (exceptions may be made between the Union and the Employer)**, except for the period December 24 through December 31. Applications for December 24 through December 31 received during the choice vacation selection period will be considered on a seniority basis. **For clarification purposes it was agreed upon by the parties that for the nine (9) month advance notice, an employee, can put in on the first of the month for any date in the ninth month, (as example January 1 you can put in for any day in September) (Effective date for this section is January 1, 2012.)**
4. At least 13% of the employees in each **craft** shall be allowed annual leave during other than the choice vacation period. The 13% of employees will be calculated on January 15 of each leave year. Percentage allowed off to be computed as follows: .49 or under, drops to lower number allowed off, .50 or over goes to higher number allowed off.
5. In previously filled choice vacation weeks, scheduled vacation not desired, will be made available by management, on a seniority basis, to those employees below the employee canceling the leave. If choice vacation selection is turned in during choice vacation selection period (Jan. 15 – Mar. 1) the calendar passing will

resume at the point it left off after junior employees have had an opportunity to submit a 3971 for the scheduled vacation not desired.

6. If an employee desires annual leave for a filled week(s) or day(s) the employee should submit a 3971 for the filled annual leave week(s) or day(s) to be placed on a pending list in the event that an opening becomes available in the future.
7. **Pre approved Annual Leave must be cancelled by the Tuesday of the preceding the week in which it is in, except in an emergency approved by the Postmaster and consultation by the union.**

ARTICLE 11

HOLIDAYS

Section 6. Holiday Schedules

1. Full-time employees shall be scheduled to work holidays in the following order:
 - A. Volunteers – by seniority
 - B. Non-volunteers – by inverse seniority

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 requests otherwise. An incumbent shall not have the option of accepting a new starting time.
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, except in the month of December.
4. APWU Steward will be present at the opening of bids on the clock.

Section 4. Principles of Reassignments

Employees of the Holland Post Office represented by APWU-WMAL will be divided into two (2) sections. Sections are defined as:

1. Clerk Craft
2. Maintenance Craft

Section 5.

Full-time employees absent from work for any reason, for a period longer than the 10 days posting time of a vacancy, shall be notified, in writing by the installation head, that they may submit a bid. If the absence is due to annual leave, the employee shall be required to provide an address of their whereabouts, and request notification. If the employee is suspended, on sick leave, or on light duty, the notice shall be sent to their home.

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 at 10:30 a.m. 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.
2. Attendance by all Holland APWU-WMAL Stewards while on the clock will be allowed.
3. Copies of minutes to be posted on APWU bulletin board.
4. WMAL members of all committees shall be designated by the President of WMAL. Committee meetings shall be held on the clock.

ARTICLE 20


PARKING

1. Management will take reasonable steps, based on specific needs of USPS vehicles and its customers to provide career employee parking on any remaining space on a first-come, first-served basis with the exception of spaces designated by Postal Management, RCR, and RCA employees.

This MEMORANDUM OF UNDERSTANDING is entered in on September 30, 2011 at Holland, Michigan, between the representatives of the United States Postal Service, and the designated agent of the American Postal Workers Union, AFL-CIO, pursuant to the local implementation provisions of the 2010 National Agreement.



For the United States Postal Service



For the American Postal Workers Union, AFL-CIO