

MEMORANDUM OF UNDERSTANDING

BETWEEN

UNITED STATES POSTAL SERVICE

AT

NEWAYGO, 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 NonTraditional Fulltime (NTFT) employees will be in accordance with the National Agreement.**

Section 5. Overtime Assignments

1. "Overtime Desired" lists in Article 8 shall be by craft.

ARTICLE 10

LEAVE

Section 3. Choice Vacation Period

1. Selection for choice vacation period shall begin on or about **March 1 and conclude on March 31**. Choice vacations period(s) will be assigned on the basis of seniority.
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 **2010** National Agreement.
3. The choice period shall be within the months of May, June, July and August.
4. One employee may be allowed leave during each week of the choice vacation period.
5. Employees shall begin their choice vacation periods on Monday. Exceptions may be granted by agreement among the employee, the Union representative, and the Employer.
6. 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 choice vacation period(s) shall be submitted 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.

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 five (5) working days by the approving official. If disapproved, the reason will be stated.

Applications for annual leave during other than the choice vacation period will be considered on a first-come, first-served basis.

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. Fulltime Volunteers – by seniority
 - B. PTF Volunteers – by seniority**
 - C. PSE**
 - D. Non-volunteers – by inverse seniority
3. Any employee who works on a holiday shall be allowed, if possible, to observe his 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 when requested by the Union. 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, of the original posting, are changed.
3. The successful bidder shall be placed in the new assignment within fourteen (14) days, **except during the month of December.**

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.

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 **due** 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 **provided** submissions of agenda items, **are presented** at least twenty-four (24) hours in advance of the scheduled meeting. The meeting date **and/or** time may be changed by mutual consent.

ARTICLE 20

PARKING

1. Management will take reasonable steps, based on specific needs of U. S. Postal Service vehicles, rural carrier, contractor, and management vehicles, 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.
3. Management shall continue to make arrangements to keep the employees' parking area plowed during winter months.

This MEMORANDUM OF UNDERSTANDING is entered in on Sept. 14, 2011 at Newaygo, 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