

MEMORANDUM OF UNDERSTANDING

BETWEEN

UNITED STATES POSTAL SERVICE

AT

ROCKFORD, 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. Non-traditional full time employee schedules will be in accordance with provisions of the 2010-2015 National Agreement.
3. Tour 1 will be 8PM-4AM
Tour 2 will be 4AM-12:00PM
Tour 3 will be 12:00PM-8PM

Section 2. Overtime Assignments

1. "Overtime Desired" lists in Article 8 shall be by craft and tours. New list will be established quarterly beginning on January 1. It will be the responsibility of the employee to place his/her name on the "overtime desired" list which must be posted by Management within two weeks of a new quarter. No employee may place his/her name onto an "overtime list" after the beginning of a new quarter.
2. Management agrees to equalize overtime opportunities between tours when possible.
3. A one (1) hour advance notice of overtime will be given to employees, if possible. The use of telephones to arrange transportation will be allowed.

Section 3. Wash Up Periods

1. Employees will be allowed a three (3) minute wash-up time prior to lunch periods and prior to their end of tour.

ARTICLE 10

LEAVE

Section 1. Choice Vacation Period

1. On or before November 1, Management will post a notice indicating the beginning date of the new leave year.
2. 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.
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 2010-2015 National Agreement.
4. The choice period shall be within the months of April thru November.
5. One employee may be allowed leave during each week of the choice vacation period per tour. Tours will mirror Article 8.
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 during the choice vacation period shall not be charged to the vacation period.

Section 2. Vacation Planning

1. Requests for choice vacation period(s) shall be submitted on PS Form 3971 in triplicate. The duplicate will be returned to the employee within five (5) calendar days 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 within the choice selection period.

2. Requests for annual leave during other than the choice vacation period may be submitted in triplicate 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) calendar days by the approving official. If disapproved, the reason will be stated. If not returned within five (5) calendar days, the leave request will be considered approved.
3. All requests for annual leave during other than the choice vacation period will be considered.

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 1. Holiday Schedules

1. Not later than three (3) 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/her name on this list.
2. Employees shall be scheduled to work holidays in the following order:
 - A. Volunteers – by seniority.
 1. Whose regular schedule includes that day
 2. Whose regular schedule does not include that day
 - B. PSE's
 - C. 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. Tours will mirror Article 8.

ARTICLE 12

PRINCIPLES OF SENIORITY, POSTING AND REASSIGNMENTS

Section 1. Principles of Posting

1. An assignment shall be reposted if a change in starting time exceeds one (1) hour or changes tour. Exceptions may be approved 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, as stated in the original posting, are changed.
3. The successful bidder shall be placed in the new assignment within twenty eight (28) days.

Section 2. Principles of Reassignment

1. Clerk craft will be by tour. Tours will mirror Article 8. Involuntary reassignments within the installation will be in accordance with the National CBA. The installation is considered as one section.
2. In the event of any involuntary reassignments outside of the installation, the clerk craft will be considered a section and provisions of the National CBA will apply.

ARTICLE 13

LIGHT DUTY ASSIGNMENTS

Section 1.

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.
4. Under no circumstances will ill, injured or light-duty employees from another craft be placed on temporary light-duty assignments in clerk craft positions, tours or basic work weeks.

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 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.

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 1. Labor-Management Committee Meetings

1. Labor-Management meetings shall be held monthly upon submissions of agenda items at least twenty-four (24) hours in advance. The meeting date will be determined and may be changed by mutual consent.

ARTICLE 20

PARKING

1. Management will make parking spaces available for APWU represented employees on Postal premises.
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 month.

ARTICLE 22

Bulletin Boards

1. It is agreed that the present number of Union Bulletin Boards shall be maintained in their present position. Each facility will be allowed a minimum of one (1) Union board.

This MEMORANDUM OF UNDERSTANDING is entered in on 09-27-2011 for employees of the Rockford, Michigan Postal Service 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 2010-2015 National Agreement.

Fred G. Duray 9/27/11 Date
For the United States Postal Service

Amy Lubanski 9/27/2011 Date
For the American Postal Workers Union, AFL-CIO