

MEMORANDUM OF UNDERSTANDING

BETWEEN

UNITED STATES POSTAL SERVICE

AT

BIG RAPIDS, 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, maximization of week-end shall be maintained. Changes shall not be made prior to consultation with the union.
2. **The regular work week for Non Traditional Fulltime (NTFT) employees shall be in accordance with the National Agreement.**
3. Any employee in the clerk craft who in the course of his/her duties come in contact with toxic or dirty material shall be granted reasonable amount of wash-up time. Such wash-up time shall not be deferred to the end of the employee's tour or prior to his/her lunch period.

Section 5. Overtime Assignments

1. Overtime Desired lists in Article 8 shall be by craft and the following pecking order will be used:
 - a. OTDL employees in accordance with the National Agreement
 - b. Employees not on the OTDL who volunteer by seniority
 - c. Non volunteers by inverse seniority, in accordance with the National Agreement.

ARTICLE 10

LEAVE

Section 3. Local Leave Program

1. Seniority will be the determining factor in approving Annual Leave request during the **choice vacation** period. Annual Leave request outside of the **choice vacation** period will be on a first come, first serve basis. In cases where the submission date and time is the same, seniority will be the determining factor in granting the leave.
2. It is recognized by the parties that should an employee have insufficient Annual Leave to cover an approved leave period when the leave is to begin, the leave is then considered as disapproved.
3. Every consideration for appropriate leave shall be given to employees in situations on an emergency nature.
4. 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.

5. Only one employee will be guaranteed the other than **choice vacation** time off. These requests will be returned within three (3) working days after receiving them.

Section 4. Choice Vacation Planning

1. The employer shall post on the bid board no later than November 1, the beginning of the new leave year.
2. Implementation and dates for **choice vacation** period will be finalized during consultation, with **the Union President and/or his/her designee and the USPS**, meeting in January. Dates for submission will normally be from February 1 through February 28. Senior employees will have three (3) **work** days from the start date to submit his/her request, then the next senior employee will submit, ect. Each employee has three (3) **work** days after the employee above them has submitted. Management will return the approved or disapproved leave slips within three (3) **work** days after receiving them.
3. At the consultation meeting, **as cited in part 2 above**, a review of the complement will be made. Once the choice vacation period has been settled upon one can compute the minimum number of people required off on leave by:
 - a. Multiplying the number of employees with less than 3 yrs. of service by 2,
 - b. Multiplying the number of employees with more than 3 yrs. of service by 3,
 - c. Adding those two figures together, and
 - d. Divide the total by the number of weeks in the choice vacation period.
4. The choice vacation period shall be from the last full week in May through the first full week in September and two (2) weeks of November (Thanksgiving). The exact dates to be finalized in January meeting to encompass a 18 weeks total.
5. Vacation Periods start on the first day of the employees' basic work week. The basic work week start day will be Monday. Exceptions may be granted at the employees' request.
6. 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.
7. Jury duty or attendance at National or State Union Conventions during the choice vacation period shall not be charged to the vacation period.
8. The second copy of the leave application will be returned to the employee as official notice of approved leave approximately three (3) **work** days after the submission period. Employees who have not received approved leave and must resubmit will have a second copy of the application returned to them as official notice of approved leave approximately three (3) **work** days after the end of the official resubmission period.

ARTICLE 11

HOLIDAYS

Section 6. Holiday Schedules

1. Employees shall be scheduled to work holidays in the following order:
 - A. Volunteers – Fulltime by seniority
Part-time Flexible by seniority**
 - B. Non-volunteers – PSE by inverse seniority
Part-time Flexible by inverse seniority
Fulltime by inverse seniority**

ARTICLE 12

SECTIONS FOR REASSIGNMENTS

1. A primary principle in effecting reassignments will be that dislocation and inconvenience to employees in the regular work force shall be kept to a minimum, consistent with the needs of the service. Reassignment will be made in accordance with the provisions of Section 4.A and 5.
2. All authorized non-supervisory craft vacancies shall be posted for not less than ten (10) calendar days on the official bulletin board as they occur.
3. If the principle assignment area has been changed or moved, or if an additional scheme requirement has been added, or if there is a major change of duties, or if the starting time changes more than one (1) hour, this shall be just cause for any duty assignment to be reposted. The criteria also applies to cumulative changes in starting time. Cumulative changes are changes that move the starting time outside a circle which has the starting time as its center and the agreed upon time as its radius. The incumbent will have the option of accepting a starting time of more than one (1) hour after mutual agreement of the subject union and management.

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. No assignments can be made that would adversely affect regular assigned members of the regular work force.

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

The Postal service is an important part of the communication system. Postal operations will not be terminated at the Big Rapids Installation except when one of the following two determinations is made:

1. When the installation head determines that conditions so warrant.
2. When the installation head determines that termination conforms to orders by local authorities or local conditions warrant because of emergency conditions.

Maximum considerations shall be given to insure the safety of all employees concerned. Reasonable consideration shall be given, but limited to, such conditions as:

1. Civil Disorders
2. Acts of God
3. Hazardous Weather Conditions

As soon as a decision to curtail or terminate postal operations is made, management shall Notify the APWU, Local President of the basis of such a determination. 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.

If management makes the decision to curtail or terminate postal operations, then employees shall not be charged Annual Leave unless they so request.

ARTICLE 20

PARKING

Management shall make every effort to provide adequate parking for all employees at this facility. The number of spaces available for employee parking shall not be decreased without prior consultation with the Union President.

This MEMORANDUM OF UNDERSTANDING is entered in on September 21, 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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