

LOCAL MEMORANDUM OF UNDERSTANDING

BETWEEN

THE DETROIT POSTAL INSTALLATION

AND

AMERICAN POSTAL WORKERS UNION
DETROIT DISTRICT AREA LOCAL, AFL - CIO

2010 - 2015

SEPARABILITY

Should any part of this Memorandum of Understanding or any provisions contained herein be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by a court of competent jurisdiction, such invalidation of such part or provision of the Memorandum shall not invalidate the remaining portions of this Memorandum, and they shall remain in full force and effect.

EXPIRATION DATE

It shall be understood by the parties to this Memorandum of Understanding that all agreements in this Memorandum of Understanding expire **upon the expiration of the 2010 – 2015 National Agreement.**


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MEMORANDUM OF UNDERSTANDING BETWEEN
THE DETROIT POST OFFICE
AND THE AMERICAN POSTAL WORKERS UNION
DETROIT DISTRICT AREA LOCAL, AFL-CIO

SCOPE OF MEMORANDUM

This Memorandum of Understanding constitutes the entire supplements to the National Working Agreement between the parties and correctly expresses all of the rights and obligations of the parties. The parties acknowledge that each had the opportunity to make demands and proposals with respect to all local bargaining subjects. Each party agrees that for the life of this Memorandum of Understanding the other parties shall not be obligated to bargain with respect to any subject not covered in the Memorandum of Understanding.


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WASH-UP TIME

Established practices of employee wash-up shall be continued for the duration of the contract.

ITEM # 2

REGULAR WORK WEEK

The basic work week schedule shall be as previously established, specifically, fixed and/or rotating.

ITEM # 3

CURTAILMENT OF OPERATIONS

Local emergencies that warrant wholesale closing of business and other local industries; the Installation Head or his/her designee shall immediately examine the situation and its impact on the employees. Employees in those areas affected may be granted appropriate leave. Utilization of the scheduled work force shall be determined by the severity of the situation showing the greatest concern for the preservation of the health and welfare of employees at the local installation.


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In the event the Union believes an emergency condition exists and the Installation Head does not agree, the Union's President or his/her designee shall meet with the Installation Head or his/her designee immediately to attempt to resolve the issue. Consideration must be given, but not limited to, such conditions as follows:

- A. The Safety and Health of the Employee
- B. Civil Disorders
- C. Acts of God
- D. Advice of Local Authorities

ITEM # 4
LEAVE PROGRAM

Vacations will be granted on a tour basis, by areas designated as duty assignments **in ITEM # 18 of this Memorandum**, for leave purposes only, by P.S. level and/or job classification and overall seniority shall prevail.

If an employee of the APWU Bargaining Unit, by his/her own voluntary action or request, transfers to another section or division, he/she shall be guaranteed a vacation during the Choice Period. If the transfer is by request of the Postal Service, the employee's original choice shall be honored if he/she so requests. If he/she does not request the original choice, he/she may


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select any available open leave period in that section and/or job classification. The above transfer rules shall apply whether the move is between tours or within the same tour.

When for any reason, Choice Periods become open, these periods will be posted and awarded to the senior bidder, provided Management is given a seven (7) day prior notice of such a cancellation. **If an employee is cancelling his/her vacation selection, such notice shall be in writing.** All vacancies **which become vacant for any reason** shall be posted at the same location where vacation schedules are posted. If less than a seven (7) day notice of cancellation is given, every effort will be made to award the open period to a senior employee. It shall be required that the successful bidder or awardee have an adequate amount of annual leave to cover this period. Requests will be made by tour, duty, assignment, by P.S. level and/or classification and overall seniority shall prevail.

Except in the maintenance craft; maintenance craft installation seniority shall be the controlling factor, in accordance with Article 38.2.F.

ITEM # 5
CHOICE VACATION PERIOD

The Choice vacation period shall begin the first full service week in January and extend through the last full week prior to December 1.


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ITEM # 6
VACATION BEGINNING DAY


All scheduled annual leave shall start on Saturday for all employees other than at Stations and branches. At stations and branches, scheduled annual leave will start on Monday. Exceptions may be granted by agreement among the employee, his/her Union representative, and the Employer.

ITEM # 7
LEAVE OPTIONS

There may be splitting of vacation leave during the Choice Period in accordance with Article 10, Section 3.D. On the first selection or round of bidding, an employee may (at his/her option) split an entitlement to a three-week vacation into two parts of either:

- A. One week (five work days) and two weeks (ten work days); or
- B. One week (five work days) and one week (five work days).

An employee with a two-week (ten working day) vacation entitlement may split the vacation in accordance with "B." above. Any employee not wishing


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to split his/her vacation may at his/her option take the full entitlement of ten or fifteen working days in consecutive weeks.

ITEM # 8

JURY DUTY AND UNION LEAVE BUSINESS

Employees called to jury duty during his/her scheduled vacation period shall be granted up to ten (10) days of leave in the choice period after his/her return from jury duty. Leave taken to attend National or State Union conventions shall not be charged to the choice vacation period.

ITEM # 9

LEAVE SCHEDULING

The choice vacation period shall begin the first full service week in January and extend through the last full service week prior to December 1. A maximum of twelve percent (12%) of the employees assigned to those sections so designated for leave purposes shall be permitted leave each week during the choice period excluding the first full service week in April through the last full service week in September. In the latter period, a maximum of fifteen percent (15%) will be allowed leave each week, including the service week of Thanksgiving.



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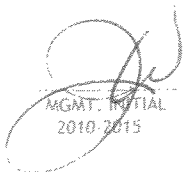
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ITEM # 10
LEAVE APPROVAL

As soon as possible after notification of the New Leave Year, but not later than November 15th, the designated management and union officials will meet and determine the method by which vacation selections will be made for the choice period. During the period between December 1 and December 31, employees will be given an opportunity to make their vacation selections in accordance with the method developed by Union and Management. The vacation schedule will then be posted NO LATER than January 15 of each year. When the vacation schedule is completed, the duplicate copy of the Vacation Request form will be returned to the employee.

ITEM # 11
NOTIFICATION OF NEW LEAVE YEAR

Employees will be notified no later than November 1st as to the inclusive dates of the New Leave Year.


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ITEM # 12

LEAVE OTHER THAN SCHEDULED VACATION

Employees requesting advance leave, **which was not included in vacation scheduling, shall submit 3971 in duplicate to the appropriate supervisor. The supervisor shall sign and date the “date notified” portion of the PS FORM 3971 and immediately return a copy to the employee, as a receipt.** Employees shall be notified of Management's disposition for advance annual leave no more **than three (3) days after the date of the supervisor’s 3971 notification. If after three (3) days the employee has not been notified of management’s disposition on the annual leave request, the request shall be considered approved upon the supervisor’s receipt of evidence of the initial 3971 submission.**

Leave shall be applied by tours, duty assignments and job classification. All incidental annual leave requested shall be granted on a first come first serve basis, where seniority prevails within the quota set by Management. It is agreed this leave may be used for filling open vacation spots, but, the total number of employees granted this leave in periods other than April through the first full pay period in September may not cause the total number of employees off in each section to exceed twelve percent (12%), except that


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annual leave or LWOP, if annual leave is exhausted, shall be granted in the case of death or birth in the immediate family of any APWU Craft employees. Emergency leave shall not be limited to death or births, but will be considered on an individual basis.

ITEM #13 HOLIDAY SCHEDULING

In accordance with Article 11, Section 6 of the National Agreement, a proper holiday schedule must be posted by the Tuesday proceeding the service week of the scheduled holiday. The list includes the names of the employees being scheduled in each section. The Friday preceding the posting of the schedule, a notice soliciting volunteers will be posted. A uniform prepared format will be established and utilized by Management for this purpose. Employees shall be scheduled in the following order, and by the methods indicated:

1. Volunteers whose designated holiday is the day
for which work is being scheduled, with seniority prevailing:
 - A. Full-Time Regulars
 - B. Part-time Regulars (maintenance only)

2. Volunteers who would be non-scheduled on the day
for which work is being scheduled, with seniority prevailing:



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A. Full-Time Regulars

B. Part-Time Regulars (**maintenance only**)

3. Postal Support Employees (PSE)

4. Non-volunteers whose designated holiday is the day for which work is being scheduled, with inverse seniority prevailing:

A. Full-Time Regulars

B. Part-Time Regulars (**maintenance only**)

6. Non-volunteers who would be non-scheduled on the day for which work is being scheduled, with inverse seniority prevailing:

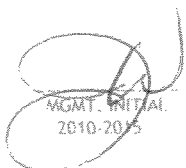
A. Full-Time Regulars

B. Part-Time Regulars (**maintenance only**)

ITEM #14

OVERTIME DESIRED LIST

The "Overtime Desired" lists shall be by section and tour as established in ITEM #18.


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ITEM #15
NUMBER OF LIGHT DUTY ASSIGNMENTS

Light Duty assignments, both permanent and temporary, are assignments awarded to employees who are unable to perform all their duties due to some illness or injury. Any combination of temporary and permanent light duty assignments, not to exceed 3%, will be allocated to the total crafts represented by the APWU.

ITEM #16
RESERVING LIGHT DUTY ASSIGNMENTS

Light duty assignments shall not be given to the detriment of the regular assigned member of the regular work force.

ITEM #17
IDENTIFICATION OF LIGHT DUTY ASSIGNMENTS

Light Duty assignments may include, but are not necessarily limited to, assignments in the following areas:


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Clerk Operations:

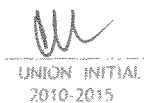
- 030 - Outgoing Primary Letters
- 040 - Outgoing Secondary Letters
- 043 - Michigan Primary Letters
- 044 - SCF 481 Primary Letters
- 045 - Standard Primary Letters
- 150 - Incoming Primary Letters
- 060/070 - Outgoing News
- 073 - Michigan News
- 074 - SCF 481 News
- 170 - Incoming Primary Flats

Priority Mail Center

482 Stations and Branches

If possible, in the Maintenance and Motor Vehicle Crafts, light duty assignments will be made within the section and within the Craft responsibilities and compatible with the individual medical restrictions.


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ITEM # 18

IDENTIFICATION OF DUTY ASSIGNMENTS FOR LEAVE,
OVERTIME, HOLIDAY & EXCESSING: BY TOURS & SECTIONS,
UNLESS OTHERWISE IDENTIFIED

1. Processing & Distribution

EXCESSING (all tours combined)

Leave, Overtime, & Holiday Scheduling (by section and tour)

A. Automation (As defined by bid)

B. AFSM-AI

C. SPBS

D. Manual Operations (Scheme)

E. Manual Operations (non-Scheme)

F. General Expeditors (210 Operation/Platform Operations)

G. General Expeditors (Other Mail Processing Operations)

H. General Clerks

I. Review Clerks

J. Registry

K. Bulk Mail Clerks (Outside BMEU)


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2. Priority Mail Center

- A. General Expeditors
- B. SPBS
- C. General Clerks
- D. Express Mail Clerks

3. PEDC

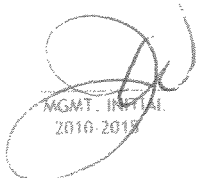
- A. Training Technicians

4. Customer Services Support

- A. Business Mail Entry Unit
- B. Mailing Requirements
- C. Accountable Papers
- D. Consumer Affairs
- E. General Clerks
- F. Secretaries

5. Finance

- A. Secretaries
- B. Contract Technicians


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- C. Data Collection Technicians
- D. TACS Time & Attendance Clerks

6. Customer Services

- A. Station & Branches (For excessing purposes only at the 482 City Stations and Branches seniority will prevail)

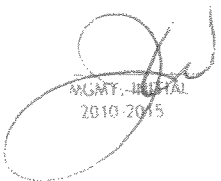
7. Operations Programs Support

Vehicle Maintenance Main Garage

- A. Lead Automotive Technicians
- B. Auto Mechanics
- C. Garagemen
- D. Body & Fender Repairmen
- E. General Clerks
- F. Painters
- G. Tire Repairmen
- H. Store Keeper

8. In-Plant Support

- A. General Clerks



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B. Label Clerks

C. Sign Painters and Illustrators

9. Transportation Networks

Vehicle Operations

A. TTO's

B. MVO's

C. Vehicle Dispatch Clerks

D. Office Clerks

10. Maintenance Division

(Excessing in the Maintenance Craft will be by levels and position designation as listed in the **EI-201 Handbook**)

A. Mail Processing Equipment Section (includes Priority Mail Center)

B. Building Equipment Section (**includes Priority Mail Center and Vehicle Maintenance Facility**)

C. Maintenance Support Section (**includes Priority Mail Center**)

D. Building Services Section (includes Stations, Branches, VMF and Priority Mail Center)

It is mutually agreed that should or as occasions arise (movement of


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operations, etc.) the parties will meet for the purpose of clarifying sectional changes.

ITEM #19
PARKING

In parking lots owned or operated by the U.S. Postal Service, including the GWY and PMC, areas designated as parking areas for craft employees will be utilized on a first-come basis. **The Detroit District Area Local shall be designated one (1) parking space on the K-Ramp, GWY and three (3) reserved parking spaces in the GWY customer lot, one (1) reserved parking space at the PMC and two (2) designated parking spaces at the VMF. These reserved spaces are only to be used by APWU Union Officials while on union business.**

ITEM #20
UNION LEAVE OPTIONS

Request for leave to conduct Official Union business made by the Local President, Vice President and/or Craft Director will not be unreasonably denied. Any additional requests by a Union Official for leave to conduct Official Union business must be submitted by the Local President or his/her designee.

This leave shall not be charged to the choice period.


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ITEM # 21
CLERK CRAFT

CHANGE IN DUTIES

When an assignment undergoes any change in duties (as described in the Standard Position Description of the **EL-201 Handbook** or the Qualification Standards Handbook EL-303), assignment areas or scheme knowledge requirements described in its last posting, the Installation Head or his/her designee shall notify the Union's President as soon as possible to the proposed change being effective, by certified mail.

The determination to repost any positions affected by such changes shall be made by the President and the Installation Head, provided that no existing regulations are violated.

ITEM # 22
CLERK CRAFT

SENIORITY

The Installation Head must post on each floor an updated Seniority List on a semi-annual basis which shall include **all Full-Time Employees.**


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A copy of this Seniority List must be mailed by Certified Mail and **Delivery Confirmation** to the Union's President one (1) week prior to posting.

CHANGE IN STARTING TIME

When an assignment undergoes principal changes in starting time, exceeding one (1) hour radius, the incumbent employee shall have the option of assuming the new starting time, or declining to do so. If the incumbent declines, the position shall be posted for bid, and the incumbent may exercise his/her contractual right to bid on any vacant assignment.

The Union President shall be notified, by certified mail and consultation held, at the request of the Union prior to the initiation of any changes exceeding one (1) hour radius. The consultation shall be held at such time as to give the Union ample time to express its views and offer its input. In each individual circumstance that an incumbent elects to assume a new starting time, the decision will be expressed in writing and shall bear the signature of the incumbent and the Union President or his/her designee, which shall be identified in writing. In any situation where an intent to change is not evidenced by both signatures, the position shall be reposted. If the incumbent chooses to decline the new starting time, his declination shall be expressed in writing, and Management will repost and fill the assignment within the contractual time limits.



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COMMITTEE ON POSTING ASSIGNMENTS

The Clerical Craft of the APWU and Management agree to form a committee to review the various floors and applicable work areas at the General Post Office for the purpose of determining the number of assignments to be posted for bid.

This committee shall be composed of an equal number of members from Management and Labor, the number to be decided by mutual consent.

The determination of what jobs shall be posted, the number involved, and the areas concerned shall be made after discussion with the Clerical Craft, APWU, and the Installation Head. Final determination shall be made by the Installation Head or their designee.

ITEM #22 LENGTH OF POSTINGS

Bid notices will be posted on the fourth (4th) Friday of the calendar month for a period of ten (10) days. The Union President and Craft Directors shall receive, by delivery confirmation, copies of all postings **within three (3) days of posting.**


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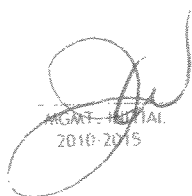

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ITEMS # 22
MAINTENANCE CRAFT

In the event a temporary vacancy is filled it shall be filled by qualified and available employees in the immediate work areas which shall be defined as those employees assigned to the same tour, and/or occupational group with the same hours of duty, utilizing to the greatest extent possible the Preferred Assignment Register or the Promotion Eligibility Register as appropriate (such as, the employee listed under the appropriate positions). In the event the Promotion Eligibility Register or the Preferred Assignment register is not used, the Union shall be notified prior to the assignment change. Every attempt will be made to use the Promotion Eligibility Register or the Preferred Assignment Register.

When it is necessary to utilize the Promotion Eligibility Register or the Preferred Assignment Register to fill temporary vacancies, the provisions of Article 25 of the National Agreement (higher level assignments) shall be complied with.

The senior-qualified employee within the work area shall be selected for details of seven (7) days or less. The Union will be notified with a copy of all changes prior to filling the temporary or permanent assignments. However, in situations where it is necessary to make immediate changes, the Union will


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be notified as soon as possible, but no later than three (3) calendar days after the change has been made. The Installation Head must post quarterly, in each maintenance site and/or section, an updated seniority roster by PS Level and Occupation Group in the following section:

- A. Mail Processing Equipment (MPE)
- B. Building Equipment Maintenance (BEM)
- C. Building Service Maintenance (BSM)
- D. Maintenance Support (MS)
- E. Priority Mail Center (PMC)
- F. Vehicle Maintenance Facility (VMF) & Garages
- G. Stations and Branches

A copy of these seniority rosters will be mailed to the APWU's President by certified mail prior to the scheduled posting.

ITEM # 22
MOTOR VEHICLE SERVICE CRAFT

CHANGE OF SCHEDULED TIME

When it becomes necessary to make changes in the starting or ending time of a scheduled assignment to exceed one (1) hour, the employee(s) affected


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shall have the option of remaining with the assignment, if he/she so desires. In the event he/she does not wish to remain in the assignment due to the schedule change, the assignment shall be posted for bid.

NOTICE OF NON-DRIVING STATUS

When a motor vehicle service employee has been placed in a non-driving status, management shall notify the director of the Motor Vehicle Service Craft, APWU, in writing where the employee has been assigned.

VEHICLE SERVICES BIDDING

All vehicle services employees shall bid on assignments during the month of November and all assignments shall be effective on the 1st full pay period in January.

SENIORITY ROSTER

Management shall maintain an up to date seniority roster on the bulletin boards of the motor vehicle service employees.


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CHANGES OF DUTIES

During the course of this Agreement, if a schedule undergoes a thirty-three percent (33%) change or more, the employee, at the request of the Union, becomes an unassigned regular, and the schedule will be posted for bid.

ANNUAL BIDDING

Vehicle Service shall bid on vacation and job assignments during the month of November.

1. Employees shall return their request one (1) day following their receipt.
2. Employees failing to submit bid requests in one (1) day will be by-passed and will submit bids for vacation and assignments available at the time of their submission.
3. Employees on leave will be contacted and will have the same one (1) day restrictions as in 1. and 2. above.
4. Bid on non-scheduled days separate from work schedule on annual bid, in transportation only.

Annual bidding of all Regular MVS Assignments

The following procedures will be used for the bidding of above assignments:


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- A. A posting will be made of all established full-time regular MVS assignments, when requested by the Union prior to commencement of bidding procedure. MVS employees shall bid on assignments during the month of November and all assignments shall be effective the Saturday (1st Pay Period) of January.
- B. Subject list will remain posted for a minimum of ten (10) days.
- C. Beginning immediately after expiration of above posting, bidding will commence. Management will post a seniority list in groups of sixteen (16) indicating date and hour career operators will be scheduled to submit bid. Once the employee is scheduled and notified to bid, employees will have twenty four (24) hours to submit their selections.
- D. Bids may be submitted in person to employees designated by Management to process these bidding procedures. Bids may be submitted in writing to Managements designee, indicating one or more choices; however, such bid must be received prior to the drivers' designated bidding time.
- E. MVO and TTO Regulars will bid on work schedule and non-scheduled days separately.
- F. If any employee fails to bid on the day and time listed on the notice, it shall be considered as a waiver of his/her rights to bid and he/she shall be assigned to his/her present run and non-scheduled days, if available. If their assignment is not available, they will be assigned to another run and non-scheduled days as near as possible to their present assignment.


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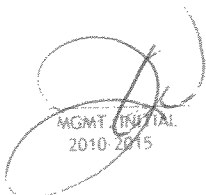

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Such involuntary assignments will be made at the time their name is reached in the order of seniority for bidding.

- G. In the event an employee has been absent over six (6) months, being unavailable to work all of the duties of his/her assignment, Management will operate under the Memorandum of Understanding APWU-USPS dated September 1, 1987.
- H. At the close of each day, a list of assignments will be posted on the official board.
- I. Bidding shall be conducted daily, Monday - Friday, for a period sufficient to accomplish the bidding procedure.
- J. Bidding will be accomplished on a no-loss no-gain basis for employees. MVS vacation selection will coincide with the annual bidding. Bidding will be done by sign-up sheet. If there is no Annual Job Bidding, vacation selections shall begin on December 1st.

MONDAY ASSIGNMENTS

Monday schedule assignments of relief drivers shall be posted by 12:00 NOON of the prior Friday.


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ITEM # 23
MISCELLANEOUS ITEMS

EMPLOYEE PRIVILEGES

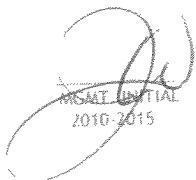
Established practices of employee privileges, **break(s)**, and wash-up time shall be continued for the duration the contract.

OVERTIME RECORD

Management shall maintain a record of overtime earned by pay period. A Representative of APWU shall have access to these records upon presentation of justifiable reasons.

OFFICERS RIGHTS

Upon reasonable notification to the appropriate supervisor, the Officers of APWU-Detroit Local shall be permitted to enter into any work location where a problem has been reported involving personnel policy and practices or any other matter affecting terms or conditions of employment of an employee he/she represents, for the purpose of resolving the problem with the employee or employees and/or the supervisor or supervisors involved.


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POSTED NOTICES

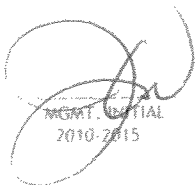
A copy of all posted notices affecting the crafts of the American Postal Workers Union, AFL-CIO, shall be sent to the President, the Craft Directors and the Priority Mail Center Facility Director of the American Postal Workers Union, AFL-CIO, Detroit District Area Local.

BULLETIN BOARDS

The Detroit District Area Local APWU shall be provided bulletin boards in all designated areas of the Detroit Processing & Distribution Center, Stations/Branches, and the **Priority Mail Center**. The bulletin boards will be 42" x 48" and each bulletin board will have the Union's name across the top. APWU reserves the right to place locked bulletin boards in designated areas. Keys will be made available to management upon request.

PUBLIC ADDRESS ANNOUNCEMENTS

Announcements, using existing public address systems, shall be made by Union Officers of the APWU designated by the Union President in writing upon prior review, approval and scheduling through the Office of the Senior Manager, Mail Processing and the Office of the Manager at the Stations & Branches.



EMERGENCY TELEPHONE CALLS

Management will establish a local policy on emergency telephone calls and the use of telephones by authorized Union Officials and Stewards for local calls relating to the administration of the National Agreement. This policy will be made known to the president of the APWU Local and to all employees.

STANDARD BIDDING PROCEDURES

Employees, excluding the Maintenance and Motor Vehicle Services Crafts, will continue to utilize the computerized/automated bidding system for open vacancies. If the automated bidding system is unavailable or non-functioning, local personnel services will post a notice advising of the outage and providing instructions for manual bidding using an appropriate form, such as the PS FORM 1717. The Union may be present upon request whenever the manual bids are opened for consideration. Management will continue to utilize locally developed forms, such as the “preference sheet”, for “in-section” bidding or unassigned-regular placements. In the event that an employee has concurrently stated a preference for a residual vacancy during the same period that the employee has also bid for a position using the normal automated bidding system, the automated award will prevail.


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LABOR-MANAGEMENT MEETINGS

The undersigned mutually agree that the American Postal Workers Union, being representative of the Clerical, Maintenance and Vehicle Services Craft employees, will meet in joint Labor/Management Committee Meetings, whenever necessary, upon mutual consent of the parties.


MGMT INITIAL
2010-2015


UNION INITIAL
2010-2015

LOCAL MEMORANDUM OF UNDERSTANDING

This Local Memorandum of Understanding constitutes agreement between the American Postal Workers Union, AFL-CIO Detroit District Area Local and Management of the United States Post Office, Detroit, Michigan 48233.

This agreement is entered into on September 30, 2011 pursuant to the terms of Article 30 of the 2010 - 2015 National Agreement between the American postal Workers Union, AFL-CIO and the United States Postal Service.


It is understood that those items currently contained in the previous Local Memorandum of Understanding, not in conflict or inconsistent with the terms of the National Agreement, shall remain in effect for the life of this agreement, including past established practices and employee privileges.



Jack Watson, Senior Plant Manager
Processing & Distribution

11/04/2011

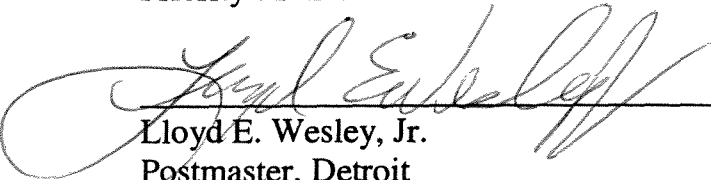
Date



Efrain Alvarado, Plant Manager
Priority Mail Center

11/4/11

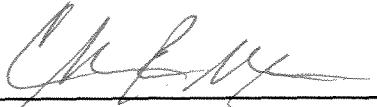
Date



Lloyd E. Wesley, Jr.
Postmaster, Detroit

11/4/11


Date



Christopher E. Ulmer, President
American Postal Workers Union, AFL-CIO

11-4-2011

Date



Patrick A. Chornoby, Executive Vice President
American Postal Workers Union, AFL-CIO

11-4-2011

Date