

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

2010 – 2015 LOCAL MEMORANDUM OF  
UNDERSTANDING

UNITED STATES POSTAL SERVICE  
NETWORK DISTRIBUTION CENTER  
ALLEN PARK, MICHIGAN 48101

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ITEM # 1  
WASH-UP TIME

The existing policy of employee wash up time shall be continued for the duration of this contract:


Maintenance – 10 minutes before lunch and end of tour.

MVS – 15 minutes before lunch and end of tour.

Clerks – 10 minutes before lunch and end of tour.

ITEM # 2  
REGULAR WORK WEEK

There will be a regular five day work week with fixed days off. The Maintenance Craft will have fixed days off. Exception: Electronic Technicians will have rotating days for the length of this contract.

  
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ITEM # 3  
CURTAILMENT OF OPERATIONS

When local emergency conditions warrant consideration of the curtailment or termination of operations, the Installation Head shall immediately examine the situation and its impact on the employees and the Postal Service for the purpose of granting appropriate leave.


In the event the Union believes an emergency condition exists and the Installation Head does not agree, the Union shall meet with the Installation Head or their designee to attempt to resolve the issue.

Consideration shall be given, but not limited to, such conditions as:

- A. The safety and health of the employees.
- B. Acts of God.
- C. Bomb Threat.
- D. Biological Hazard/Threat.

It is recognized that the basic objective is to insure the safety of all personnel. When notified of a bomb threat, the Installation Head will immediately:

  
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1. Notify the Postal Inspector.
2. Consult with the local emergency, local law enforcement authorities and others as deemed necessary to evaluate the bomb threat.
3. Notify the appropriate district and area authorities.
4. Make the decision regarding the evacuation or non-evacuation of the building.
5. When an alleged explosive device has been discovered and verified by a Postal and or City Official, the decision will be made to evacuate all or part of the building as determined appropriate until all safety measures have been taken by the proper authorities.
6. Management will notify the APWU Local President and the APWU NDC Facility Director immediately if any condition exists and that involves the safety and health of the NDC employees.

#### E. HVAC Control:

1. It is established that it is intended to provide a safe and healthy environment for all personnel.




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2. If the HVAC System should become inoperative and the temperatures become extreme and a safe environment cannot be maintained, the Installation Head will:
  - a. Consult with the local emergency committee, District and Area engineering units and others as deemed necessary to evaluate if and when an unsafe environment does exist.
  - b. Notify the Union Stewards of the conditions and keep the employees apprised as to what is being done to repair the inoperative system.
  - c. Give consideration to any request for leave in accordance with established leave procedures.
  
3. On the days that management receives numerous complaints of extreme temperatures, Management will respond to these complaints. Management will respond by evaluating the situation and acting positively to the situation.
  - a. The reporting system will be: Steward will advise the immediate supervisor who will report the information to the Manager of Distribution. The Manager of Distribution will contact the MMO in Maintenance. The Union Steward the APWU Facility Director of the NDC will be kept advised of the action taken to correct the complaint.



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F. Fire Emergencies

1. Management will develop an emergency action plan for the contingency of the building fires.
2. The Union shall be provided a copy of this plan.
3. The determination of when evacuation is required in the event of a fire will be done in consultation with the Union.

**ITEM # 4**  
**LEAVE PROGRAM**

- A. A Posting will be made by November 1<sup>st</sup> as to the beginning and end of the new leave year. A vacation board(s) will be established by December. A vacation board(s) will be completed by January 15<sup>th</sup>.
- B. Vacation leave will be granted on the basis of seniority, by Tour and Sections as listed in **ITEM #18 of this Memorandum.**
- C. After all the employees have had an opportunity to make a vacation selection on the first “pass” of the Vacation Board, any blocks remaining shall be filled by seniority on a second “pass” of the

  
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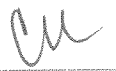
  
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Vacation Board. During the second “pass”, an employee may schedule any of his/her remaining annual leave.

- D. When Choice Periods become open due to cancellations, upon requests, these periods will be awarded to senior bidder seven (7) days after the period opens. It shall be required that the successful applicant have an adequate amount of annual leave to cover this period.
- E. An employee ordered to Military duty may use his/her annual leave to cover his/her absence, or he/she may request LWOP. Employees called to Military duty shall not have the time charged to the Choice Vacation Period if requested prior to determination of the Choice Vacation schedule.
- F. An employee who voluntarily requests a transfer or is promoted to another tour or position as defined in “B.” above may select any available opening on the Vacation Board. If the transfer is at the request of the U.S. Postal Service, the employee may retain the original vacation choice.



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**ITEM # 5**  
**CHOICE VACATION PERIOD**

The Choice Vacation shall begin on the first full service week in January and extend through the last full service week prior to December 1. **If service requirements permit, management will consider annual leave requests from employees on a seniority basis for the week between Christmas and New Year.**

**ITEM # 6**  
**VACATION BEGINNING DAY**

All annual leave will be **in** blocks of a week. The employee will start his/her vacation on the first day of the service week as defined in the National Agreement. If any employee is scheduled to return from vacation one (1) day prior to his/her non-scheduled days, the employee will have the option to take either annual leave or LWOP for that one (1) day.

**ITEM # 7**  
**LEAVE OPTIONS**

On 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:



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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 (10 work days) vacation entitlement may split the vacation in accordance with “B.” above.

Any employee not wishing to split his/her vacation may at his/her option take the full entitlement or 10 or 15 work days in consecutive weeks.

## ITEM # 8

### JURY DUTY AND UNION LEAVE BUSINESS

- A. Jury duty will not be charged to the choice vacation period.
- B. Attendance at State or National Conventions will not be charged to the choice vacation period.

  
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**ITEM # 9**  
**LEAVE SCHEDULING**


**The percentage of employees allowed leave each week will be as identified below. These percentages will not be exceeded except that any percentage of .5 and above will be rounded to the next whole number.**

The month breakdown is as follows:

1. Ten percent (10%) for the months of January, February, March, October and November.
2. Fifteen percent (15%) for the months of April, May, June, July August and September.
3. VOA's in the MVS Craft shall allow one off per tour for vacation.
4. At no time will the number allowed off be less than one.

**ITEM # 10**  
**LEAVE APPROVAL**

When the employee puts his/**her** name on the vacation board, he will properly complete a leave application. The duplicate copy of the leave application will be returned to the employee by January 15<sup>th</sup>.

  
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**ITEM # 11**  
**NOTIFICATION OF THE NEW LEAVE YEAR**

A Posting will be made by November 1<sup>st</sup> as to the beginning and end of the new leave year.

**ITEM #12**  
**LEAVE OTHER THAN THE CHOICE PERIOD**

- A. All employees requesting annual leave will submit a P.S. Form 3971, in duplicate, to the immediate supervisor.
- B. The Supervisor must sign in the supervisor notified block of the P.S. Form 3971 and return to the employee a copy of the leave request during the tour of submission as receipt.
- C. Employees will be notified of Management's disposition no more than three (3) working days after the request is made by the return of the finalized duplicate copy of the 3971.

  
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- D. **If, after three (3) working days, the employee has not been notified of managements disposition on the annual leave request, the request shall be approved.**
- E. Annual leave or LWOP, if annual leave is exhausted LWOP shall be considered in the case of death, birth in the immediate family or any APWU craft employee. Emergency leave shall not be limited to death or birth but will be considered on an individual basis.
- F. Bereavement Leave: APWU represented employees may use a total of up to three workdays of annual leave, sick leave or leave without pay, to make arrangements necessitated by death of a family member or attend the funeral of a family member. Authorization of leave beyond three workdays is subject to the conditions and requirements of Article 10 of the National Agreement, Subsection 510 of the Employee & Labor Relations Manual and the applicable local memorandum of understanding provisions.

Definition of Family Member; “Family member” is defined as a:

- a. Son or daughter – a biological or adopted child, stepchild, daughter-in-law or son-in-law;
- b. Spouse;
- c. Parent; or

- d. Sibling – brother, sister, brother-in-law or sister-in-law; or
- e. Grandparent

Use of sick leave: For employees opting to use available sick leave, the leave will be charged to sick leave for dependent care, if eligible.

Documentation: Documentation evidencing the death of the employee's family member is required only when the supervisor deems documentation desirable for the protection of the interest of the Postal Service.

## ITEM # 13 HOLIDAY SCHEDULING

Fourteen (14) days before the holiday, Management will post on all appropriate bulletin boards a notice soliciting volunteers to work on the holiday. This notice will indicate the number of employees needed and the scheduled hours of work. Vehicle Control and Mail Processing will indicate the number of employees needed by categories and craft. Maintenance will use Occupational Group. All holiday schedules will be posted on appropriate bulletin boards no later than Tuesday proceeding the service week of the scheduled holiday. A copy of the schedule will be sent to the Union office.

Employees will be scheduled in the following orders and by the methods indicated.

1. Volunteer regulars whose work day falls on the holiday
2. Volunteer regulars whose N.S. day falls on the holiday
3. **Part-Time Regulars (maintenance) whose work day falls on the holiday.**
4. **Volunteer Part-Time Regulars (maintenance) whose N.S. day falls on the holiday.**
5. **Postal Support Employees (PSE's)**
6. **Non-Volunteer Part-Time Regulars (maintenance craft) whose designated holiday is the day being scheduled**
7. **Non-Volunteer N.S. Part-Time Regulars (maintenance craft)**
8. **Non-Volunteer Full-Time Regulars whose designated holiday is the day being scheduled**
9. **Non-Volunteer Full-Time Regulars for N.S. day**

All volunteers shall be selected by seniority and all non-volunteers shall be forced by juniority.

**ITEM # 14**  
**OVERTIME DESIRED LIST**

Overtime Desired Lists shall be established on each tour and Section as identified in ITEM # 18.

**After management exhausts an overtime desired list from a Section (eg. utilizes all available employees on the Sectional List – even if under 12 hours in a service day), management may select employees with the necessary skills from other Sectional Overtime Desired Lists to achieve the necessary number of employees needed to process the mail within an operational window period.**

**Only after the Sectional Overtime Desired List employees are maximized (12 hours in a service day or 60 hours in a service week) can non-overtime desired list employees request and be allowed to work overtime.**

**ITEM # 15**  
**NUMBER OF LIGHT DUTY ASSIGNMENTS**

The following represents the commitment of the management at the Detroit NDC to accommodate employees request for both temporary and permanent light duty assignments as follows:

  
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- A. Temporary and/or permanent light duty assignments will be considered on an individual basis within each craft represented by APWU consistent with good business practices.
- B. Light duty assignments may be established from part-time hours within the installation and consistent with the employee's physical limitations.
- C. The Installation Head shall show the greatest consideration for full-time regular or part-time flexible employees requiring light duty or other assignments giving each request careful attention. All areas will be given appropriate consideration, with the following areas as examples: IPP's, Rewrap, etc.
- D. Every effort shall be made to reassign the concerned employee within the employee's present craft or occupational group. After all efforts are exhausted in this area, consideration will be given to reassignment to another craft or occupational group within the same installation.
- E. When a request is refused, the Installation Head shall notify the concerned employee in writing, stating the reasons for the inability to reassign the employee. The local union will be furnished a copy of this letter and, upon request; this matter will be discussed with them.

**ITEM # 16**  
**RESERVING LIGHT DUTY ASSIGNMENTS**

The US Postal Service and the Union recognize their responsibility to aid and assist Postal employees who through illness or injury are unable to perform their regularly assigned duties; the Installation Head shall show the greatest

consideration for Postal Employees requiring light duty or other assignments, giving each request careful attention, and reassigning such employees to the extent possible in his office. This consideration will include the recommendations of the Medical Reports submitted by the designated physician. The union will be advised of all requests made for light duty assignments.

The providing of an opportunity of reassignment will be contingent upon:

1. The availability of appropriate work.
2. The ability of the employee to perform
3. The assignment not adversely affecting any member of the regular workforce.

These proceedings will be in conformance with Article XIII.



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ITEM # 17  
IDENTIFICATION OF LIGHT DUTY

The following represents the commitment of the management at the Detroit NDC to accommodate employees requests for both temporary and permanent light duty assignments as follows:

1. Temporary and/or permanent light duty assignments will be considered on an individual basis within each craft represented by APWU consistent with good business practice.
2. Light duty assignments may be established from part-time hours within the installation and consistent with the employee's physical limitations.
3. The Installation Head shall show the greatest consideration for full-time regular or part-time flexible employees requiring light duty or other assignments giving each request careful attention. All areas will be given appropriate consideration with the following areas as examples:  
IPP's, Rewrap, etc.
4. Every effort shall be made to reassign the concerned employee within the employee's present craft or occupational group. After all efforts are exhausted in this area, consideration will be given to reassign to another craft or occupational group within the same installation.

5. When a request is refused, the Installation Head shall notify the concerned employee in writing, stating the reasons for the inability to reassign the employee. The local union will be furnished a copy of this letter and, upon request; this matter will be discussed with them.

## ITEM # 18

### IDENTIFICATION OF DUTY ASSIGNMENTS FOR LEAVE, OVERTIME, HOLIDAYS AND EXCESSING BY CRAFTS SECTIONS AND TOURS

#### CLERK CRAFT

- 1 **Secondary/Secondary Oversized**
2. 115 (SPBS)/**115 Oversized**
3. Dock Clerks
4. B.M.E.U.
5. Administrative General Clerks
6. Mail Processing General Clerks
7. Claims and Inquiry

Numbers 5 and 6 General Clerks shall be combined as one section for the purpose of excessing.

## MOTOR VEHICLE SERVICE CRAFT

1. TTO's
2. VOA's

For the purpose of excessing all MVS shall be considered one Section.

## MAINTENANCE CRAFT

1. Electronic Technician Level 10
2. Building Equipment Mechanic Level 9

The following Sections will be by Occupational Group and Tour:

3. Maintenance Mechanic MPE Level 9
4. Mechanic Level 8
5. Industrial Equipment Mechanic Level 7
6. Welder Level 7
7. Painter Level 7
8. Maintenance Mechanic Level 7
9. Maintenance Support Clerk Section



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- a. Maintenance Support Clerk Level 7
  - b. Maintenance Support Clerk Level 6
10. Custodial Section
- a. Group Leader Custodian Level 5
  - b. Laborer Custodial Level 4

**ITEM # 19**  
**EMPLOYEE PARKING SPACES**

Management will continue to provide parking facilities as heretofore, bearing in mind the needs of the Postal Service and the employees. Should the concept of the Facility change in a way which would have adverse effect on the present parking available, Management will discuss the proposed changes in advance with the Union before making its final decision.

**ITEM # 20**  
**UNION LEAVE OPTIONS**

Annual leave approved to attend union activities will not be charged to the choice vacation period.

**ITEM # 21**  
**OTHER LOCAL ITEMS**

A seniority list shall be posted and updated on a quarterly basis by craft and position designation. A copy of this will be given to the American Postal Workers Union and to the union stewards.

**ITEM # 22**  
**SENIORITY, REASSIGNMENTS AND POSTINGS**

**CHANGES OF SCHEDULE**

When an employee is working a temporary Change of Schedule for Personal Convenience, utilizing PS FORM 3189, changing either the employee's tour, N.S. days, or hours of duty, that employee may, if necessary, be assigned to an assignment other than the employee's own preferred duty assignment, or "bid". The employee on the Change of Schedule will not be allowed to displace another employee who is properly on his/her preferred bid assignment during his/her regular hours of duty.

**Change in Starting Time:**



## CLERK AND MOTOR VEHICLE CRAFT

When an assignment undergoes principal changes in starting time, exceeding 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 is to be notified, by certified mail and consultation held, at the request of the Union prior to the initiation of any changes exceeding 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 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 refuses to decline the new starting time, his declination shall be expressed in writing, and Management will repost and fill the assignment within contractual limits.



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## MAINTENANCE CRAFT

The Union will be notified by certified mail of all duty assignments and Basic Workweek changes prior to the change. Exception: ET's will have rotating days for length of this contract.

The above will be in accordance with Article XXXVIII of the National Agreement.

The Installation Head must post in each Section an updated Seniority Roster by Occupational Group quarterly in the following Sections:

1. Mail Processing Equipment
2. Building Equipment
3. Maintenance Support

A copy of these Seniority Rosters will be mailed to the APWU Union President by certified mail prior to the scheduled posting.

## MOTOR VEHICLE SERVICE CRAFT

MVS bids will operate under the in-house principal under the alternative

bidding procedures that have been established by telephone or electronically at the employees option. Vehicle Operations staff will post bids on all official vehicle operations bulletin boards. Length of posting will be ten (10) days, date successful bidder goes in effect and closing date will be placed in invitation. All pertinent information, if applicable, such as starting and ending time, lunch and N/S days will be placed on bid. Management will furnish a copy of (each) bid to MVS Director and NDC Facility Director,

within twenty-one (21) days of closing, the successful bidder must be placed in position (excluding December) normally on the first day of a service week. All vacant or newly established craft duty assignments shall be posted for craft employees eligible to bid within ten (10) days after a determination has been made the position is not to be reverted.

The Vehicle Operations Employees (TTO's) shall bid on assignments during the month of November and all assignments shall be effective on the Saturday of the first full Pay Period of January.


The Vehicle Operations employees (TTO and VOA's) shall bid on assignments during the month of November and all assignments shall be effective on the Saturday of the first full Pay Period of January.

# LOCAL MEMORANDUM OF UNDERSTANDING


This Local Memorandum of Understanding constitutes agreement between the American Postal Workers Union, AFL-CIO Detroit District Area Local and the Management of the United States Postal Service at the Network Distribution Center, Allen Park, MI 48101.

This agreement is entered into 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, and not changed herein or in conflict or inconsistent with the terms of the National Agreement, shall remain in effect.

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


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Date

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

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Date

  
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Debbie MaMay, NDC Facility Director  
American Postal Workers Union, AFL-CIO

11/23/11  
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Date

  
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Efrain Alvarado, NDC Plant Manager  
U.S.P.S. Allen Park, MI 48101

12/5/11  
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Date