

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

LOCAL MEMORANDUM OF UNDERSTANDING

UNITED STATES POSTAL SERVICE
EASTPOINTE, MICHIGAN 48021

2010 - 2015

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ITEM # 1
WASH-UP TIME

Established practices of employee wash-up **and breaks** shall continue for the duration of this contract.

ITEM # 2
BASIC WORK WEEK

Off days during the five-day regular work week shall be fixed.

ITEM # 3
EMERGENCY CONDITIONS

When local emergency conditions warrant wholesale closings of businesses and other industries; the Postmaster and/or his/her designee shall immediately examine the situation and its impact on the employees. Employees in those affected areas may be granted appropriate leave.

Utilization of the scheduled work force shall be determined by the severity of the situation with emphasis on the preservation of the health and welfare of the employees at the local institution.

When an alleged explosive device has been discovered or a threat made against the postal facility and verified by a Postal and/or City Official, the facility shall be completely evacuated within three minutes until all safety measures have been taken by the proper authorities.

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 Postmaster or his/her designee immediately to attempt to resolve the issue.

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

1. The Safety and Health of the Employee
2. Civil Disorders
3. Acts of God
4. Advise of Local Authorities

ITEM # 4

FORMULATION OF LEAVE PROGRAM

All Regular and Part-time Flexible employees in Craft units covered under the jurisdiction of the APWU – Detroit District shall be given the opportunity to schedule vacation (including annual leave for the current leave year being scheduled) in accordance with the following Item Numbers: 5, 6, 7, 8, 9, 10, and 11, and 12.

ITEM # 5
CHOICE VACATION PERIOD

The Choice Vacation Period shall be from the first full week in May through the last full week in November.

ITEM # 6
BEGINNING DAY OF VACATION PERIOD

Vacations shall begin on Monday and end on Sunday.

ITEM # 7
SELECTIONS IN CHOICE PERIOD

An employee who is entitled to 15 days during the Choice Period may request two selections - one consisting of 10 days and one of 5 days or one selection of 15 continuous days. An employee who is entitled to 10 days during the Choice Period may request two selections of 5 days each or one selection of 10 consecutive days. After the first go-round of Prime Time Vacation selections, a second go-round shall be conducted until all employees have had an option to schedule their annual leave for the current fiscal year. After the second go-round, all annual leave will be handled as incidental leave.

ITEM # 8

WHETHER JURY DUTY AND ATTENDANCE T NATIONAL AND STATECONVENTIONS WILL BE CHARGED TO THE CHOICE PERIOD

Jury Duty shall not be charged to the Choice Vacation Plan. Attendance at Regional, National, or State APWU Conventions, while included in the Choice Vacation Period, shall not be charged as the employee's selection.

ITEM # 9

MAXIMUM NUMBER OFF EACH WEEK DURING THE CHOICE VAC~ON PERIOD

The number of employee selections available in each week of the Choice Vacation Period, shall be equal to 10% of the total complement by Craft or APWU eligible employees, rounded to the next highest integer.

ITEM # 10

ISSUANCE OF OFFICIAL NOTICES TO EACH EMPLOYEE OF THE APPROVED VACATION LEAVE FOR HIM/HER

After the Choice Vacation Period Plan is completed by the Supervisor, it shall be posted on the Official Bulletin Boards.

ITEM # 11

DETERMINATION OF DATE AND MEANS OF NOTIFYING EMPLOYEES OF THE NEW LEAVE YEAR

All employees will be notified by November 1st as to the beginning and end of the new leave year. Employees will be issued, in duplicate, during the week of December 1st, applications for leave, which must be completed and returned on or before December 31st to be considered for annual leave during the Choice Period. The scheduled leave shall be posted by March 15th of each year. Each employee shall have at least two days to decide their vacation selection.

ITEM #12

THE PROCEDURES FOR SUBMISSION OF APPLICATIONS FOR ANNUAL LEAVE DURING THE YEAR

Employees requesting advanced leave that is not included in the vacation scheduling shall submit a PS FORM 3971, in duplicate, to Management. When approved and signed by the Supervisor, the duplicate shall be returned to the employee.

Employees shall be notified of Management's disposition for advance annual leave no more than seven (7) days after the request is made. **If there is no response after the seven (7) day period the request shall be approved.**

Requests for annual leave shall be submitted thirty (30) days in advance of the date(s) requested off, and approved on a first come first serve basis. Exceptions to the thirty-day advance notice shall be for, but not limited to, weddings, trips where a deposit is required and family reunions.

Requests for annual leave for the week between Christmas and New Year's shall be submitted thirty (30) days in advance of the date requested off, which will be November 26th of each year. Approval of such request is done according to seniority on a rotation basis, with reference to the previous years' requests. Employee selection availability shall be equal to ten percent (10%) of total complement.

Clarification of above reference:

Requests are approved first by seniority: highest down to the lowest submitted.

Employees who received annual leave for this week the previous year are eliminated by rotation to the bottom of the seniority list, giving every employee an equal opportunity to request this week.

If previous year employees are the only requests submitted, then they will be approved and rotated to the bottom of the list next year.

ITEM # 13
HOLIDAY SCHEDULING

The employer shall determine the number and categories of employees, by Craft, needed for holiday work and a schedule shall be posted as of the Tuesday preceding the service week in which the holiday falls.

The Employer shall schedule qualified employees, by Craft, for holiday work in the following order:

1. **PSE (Postal Service Employees) with the necessary skills;**
2. Volunteer Full-time employees on their regularly scheduled work day, by seniority;
3. Volunteer Full-time employees on their non-scheduled work day, by seniority;
4. Non-volunteer Full-time employees, by inverse seniority, on a rotating basis whose holiday is the day for which work is being scheduled;
5. Non-volunteer Full-time employees on their non-scheduled day, by inverse seniority, on a rotating basis.

ITEM # 14
OVERTIME DESIRED LIST AND METHOD OF SELECTING

The Overtime Desired List shall be by Section and/or Tour.

ITEMS # 15, # 16, & # 17
LIGHT DUTY ASSIGNMENTS

Management shall consider the recommendations of the Union in the matter of type, availability and reservation of Light Duty Assignments, subject to business conditions and the medical limitations of the ill or injured regular work force employee.

ITEM # 18
IDENTIFICATION OF A DUTY ASSIGNMENT IN A SECTION

For the purpose of excessing, the entire Eastpointe Postal Installation shall be considered a Section.

ITEM # 19
METHOD OF PARKING

Employees shall park on a first come first serve basis in the area leased by the Postal Service (behind the library). Postal vehicles shall have first priority.

ITEM # 20

ANNUAL LEAVE FOR UNION ACTIVITIES

Annual leave to attend National or State APWU Conventions shall be requested prior to the determination of the Choice Vacation Period and shall be part of the vacation. Such annual leave shall not be charged as the employee's vacation selection.

ITEM # 21

NEGOTIABLE CRAFT ITEMS

Labor/Management meetings shall be held once each Postal Quarter, if an agenda is submitted by the APWU, or at other times, by mutual consent.

ITEM # 22

SENIORITY, REASSIGNMENTS, AND POSTINGS

The Installation Head must post on the workroom floor an updated Seniority List on a quarterly basis, which shall include:

1. Full-Time Regulars; and
2. Part-Time Flexibles

A copy of the Seniority list must be mailed to the Union's President on week prior to posting.

When an assignment undergoes a change in starting time exceeding one hour, the Union President or his/her designee shall be notified in writing, and the assignment shall be reposted, unless by agreement between the Union and the employee to accept the new starting time.

When an assignment undergoes a 50% change of a permanent nature in duties, principal assignment area or scheme knowledge requirements from those described in the last posting the Installation Head or his/her designee shall notify the Union's President or his/her designee thirty (30) days prior to the proposed change.

For each instance of notification, the President or his/her designee will evaluate the change. A response will be made by the Union, in writing, within ten (10) days notifying the Postmaster as to whether the change will require reposting.

In cases where tours are posted, employees covered by the APWU bargaining unit may bid for as many tours as are posted, stating their preference in the following manner:

_____ First Choice
_____ Second Choice
_____ Third Choice

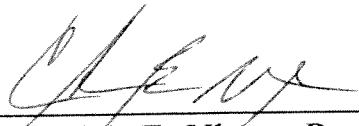
Bids submitted for a vacancy shall be, in writing, and closed in a sealed envelope, addressed to the Postmaster and shall be marked on the face "TOUR BID". The senior qualified applicant shall be assigned the tour and the notice of award shall be posted on the "Official Bulletin Board" promptly. A copy of all postings and awarding of postings shall be sent to the Union's President.

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 in Eastpointe, Michigan 48021.

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.

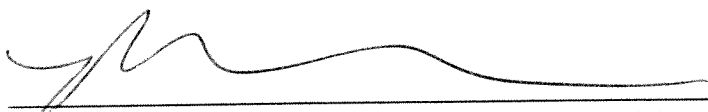
It is understood that those items currently contained in the previous Local Memorandum of Understanding, not in conflict or inconsistent with the terms of the National Agreement, shall remain in effect for the life of this agreement, including past established practices and employee privileges.



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

10-26-2011

Date



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

10-27-2011

Date



Kate Brooks, Postmaster
United States Postal Service

10-27-2011

Date