

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

# LOCAL MEMORANDUM OF UNDERSTANDING

UNITED STATES POSTAL SERVICE  
FRASER, MICHIGAN 48026

2010 - 2015

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**ITEM # 1**  
**WASH-UP TIME**

Wash-up time shall continue as in the past practices for the duration of this contract, which shall provide reasonable wash-up time for employees who work with dirty or toxic materials. Employee breaks shall continue as in the past.

**ITEM # 2**  
**BASIC WORK WEEK**

Employees in the Regular Work Force shall have fixed days off.

**ITEM #3**  
**EMERGENCY CONDITIONS**

When local emergency conditions warrant wholesale closings of businesses and other local industries, reasonable management officials shall immediately examine the situation and its impact on the employees and the Postal Service. Employees in those areas affected may be granted appropriate leave.

Utilization of the scheduled work force shall be determined by the severity of the specific situation as it relates to the Post Office and the needs of the

service with specific emphasis on the preservation of the health and welfare of the postal employees at the local installation.

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 immediately and completely evacuated until all safety measures have been taken by the proper authorities.

#### ITEM # 4

#### FORMULATION OF LEAVE PROGRAM

All Regular and Part-time Flexible employees in Craft units under the jurisdiction of the APWU - Detroit District Area Local must be given the opportunity to schedule vacation time equivalent to his/her accrued annual leave (including annual leave for the current year being scheduled) in accordance with the following provisions of this Agreement.

#### ITEM # 5

#### CHOICE VACATION PERIOD

The Choice Vacation Period shall start the first full week of May through the first full week of September, including the week between Christmas and New Year's Day (December 26th through January 1st), the week after Easter and

the week of Thanksgiving. At this time the Postmaster may approve vacation weeks in addition to the periods listed above. March 1st shall be set as the deadline for submission of requests for annual leave during the Choice Vacation Period.

#### **ITEM # 6**

#### **BEGINNING DAY OF VACATION PERIOD**

The first day of an employee's annual leave vacation shall be Monday and the scheduled annual leave will run through Sunday.

#### **ITEM # 7**

#### **SELECTIONS IN CHOICE PERIOD**

Vacation selections shall be requested and approved in allotments of a week or weeks. Employees who earn thirteen (13) days annual leave per year shall be granted one choice of up to ten (10) continuous annual leave days or two choices of five (5) continuous days annual leave during the Choice Vacation Period. The number of days of annual leave, not to exceed ten, shall be at the option of the employee.

Employees who earn twenty (20) or twenty-six (26) days of annual leave per year shall be granted one choice of up to fifteen (15) days continuous annual leave in the Choice Vacation Period, or the employee may, at their option,

select two (2) choices of either five (5) and ten (10) days or five (5) and five (5) days during the Choice Vacation Period. The number of days, not to exceed fifteen (15), shall be at the option of the employee.

In addition, the employee may~ at their option, cancel in whole or in part, their vacation selection week or weeks throughout the calendar year.

Part-time Flexible employees may request less than forty (40) hours of annual leave per week for a vacation. This will be done in accordance with either of the following:

- a) PTFS may schedule annual leave in increments of hours equal to the hours they would have been scheduled to work the week they are requesting off.
- b) By agreement between the employee and the Postmaster to take less than forty (40) hours for their vacation week.

### ITEM # 8

#### WHETHER JURY DUTY AND ATTENDENCE TO NATIONAL AND STATE CONVENTIONS WILL BE CHARGED TO CHOICE PERIOD

Jury Duty and attendance at Official Union Functions shall not be charged to the Choice Vacation Period. The affected employee shall be allowed to choose another selection during the choice vacation time, if available.

### **ITEM # 9**

#### **MAXIMUM NUMBER OF EMPLOYEES OFF EACH WEEK DURING THE CHOICE VACATION PERIOD**

One employee will be allowed off, per week, during the Choice Vacation period. When practicable, Management will allow additional employees off per week.

### **ITEM # 10**

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

Upon completion of the vacation schedule, the duplicate copy of the vacation request slip will be returned to the employee, indicating what vacation period was awarded to him/her.

### **ITEM # 11**

#### **DETERMINATION OF THE DATE AND MEANS OF NOTIFYING EMPLOYEES IF THE NEW LEAVE YEAR**

An official notice of the beginning of the new leave year shall be posted, no later than November 1st. An invitation for employees to bid on vacation selections will be included in the notice. Applications for the leave will be accepted during the month of January.

## ITEM # 12

### THE PROCEDURES FOR SUBMISSION OF APPLICATIONS FOR ANNUAL LEAVE FOR THE YEAR OTHER THAN THE CHOICE VACATION PERIOD

Requests for leave outside of the Choice Vacation Period shall be submitted on a FORM 3971 **no more than thirty (30) days** prior to the date of the day or days the employee is requesting off. If the request goes unanswered after 72 hours, it shall be granted. Employees may submit requests for annual leave **more than thirty (30) days** in advance, however, management shall not be obligated to the 72-hour reply or automatic granting.

## ITEM # 13

### HOLIDAY SCHEDULING

Employees will be selected to work on a holiday in the following order:

1. Part-time Flexible employees (on a rotating basis).
2. Full-time Volunteers selected by seniority
3. Non-volunteers who will be working on their holiday, selected by inverse seniority.
4. Non-volunteers who will be working on their non-scheduled day, selected by inverse seniority.



**ITEM # 14**  
**OVETIME DESIRED LIST**

The Overtime Desired List shall be by section, which is defined as the entire postal installation.

**ITEM # 15 - 16 - 17**  
**LIGHT DUTY ASSIGNMENTS**

As per Article 13, Section 2, which states that the Installation Head shall show the greatest consideration for full-time regular or part-time flexible employees requiring light or other assignments, giving each request careful attention, and reassign such employees to the extent possible in the employee's office. When a request is refused, the Installation Head shall notify the concerned employee, in writing, with a copy sent to the APWU Local President, stating the reasons for the inability to reassign the employee.

**ITEM # 18**  
**IDENTIFICATION OF A DUTY ASSIGNMENT IN A SECTION**

For the purpose of reassigning within a section due to an excess situation within a section, it shall be done by entire section, defined as being the entire postal installation.

## ITEM # 19

### PARKING

Established practices of employee parking shall continue for the duration of the contract.

## ITEM # 20

### LEAVE FOR OFFICIAL UNION BUSINESS

An elected or appointed Officer of the Union may request leave to attend National, Regional or State Conventions, subject to the National Agreement, Article 10. The Officer may use annual leave or he/she may request LWOP. This leave shall be charged to the Choice Vacation Period.

## ITEM # 21

### SENIORITY LIST

The Installation Head shall post an updated Seniority List each calendar quarter. A copy of this seniority list will also be provided to the Union.

**ITEM # 22A**  
**SENIORITY**

Employees will normally work their duty assignments. If it becomes necessary to move employees to perform work outside their bid duty assignments, the principle of seniority, to the extent possible, will be observed.

**ITEM # 22B**  
**LABOR MANAGEMENT MEETINGS**

The parties to this Agreement agree to schedule Labor/Management Meetings on an as needed basis. It is agreed that agenda items for discussion at the Labor/Management meetings shall be exchanged at least one full workday before the scheduled meeting. Items not placed on such agenda shall be discussed only by mutual consent of the parties.

**ITEM # 22C**  
**USE OF BREAK ROOM FOR MEETINGS**

The APWU - Detroit District Area Local will be allowed to hold meetings in the Post Office break area for the Fraser employees. Use of the Break Area for Meetings shall be subject to the following restrictions:

- a) Use of the Break room shall not interfere in any way with the employees on duty.
- b) Meetings shall be confined to business and be conducted in a business-like manner.
- c) The Postmaster shall have the right to cancel meeting privileges in the Post Office Break Area if the foregoing restrictions are not observed.

**ITEM # 22D**  
**POSTINGS**


Position postings shall be posted for a period of ten (10) calendar days. The successful bidder shall be placed in a new assignment within fifteen (15) days.

## LOCAL MEMORANDUM OF UNDERSTANDING

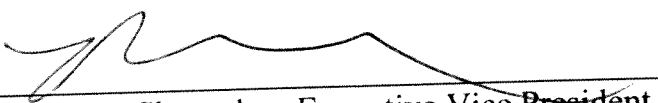
This Local Memorandum of Understanding constitutes agreement between the American Postal Workers Union, AFL-CIO Detroit District Area Local and Management of the United States Post Office in Fraser, Michigan 48026.

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.

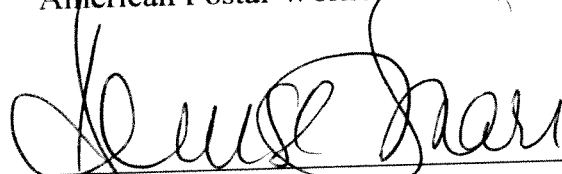
It is understood that those items currently contained in the previous Local Memorandum of Understanding, not in conflict or inconsistent with the terms of the National Agreement, shall remain in effect for the life of this agreement, including past established practices and employee privileges.

  
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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

  
\_\_\_\_\_  
Denise Smarr, Postmaster  
Fraser, MI 48026

10.27-11  
Date