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

# LOCAL MEMORANDUM OF UNDERSTANDING

UNITED STATES POSTAL SERVICE INKSTER, MICHIGAN 48141

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### ITEM # 1 WASH-UP TIME

All employees who perform any of the following duties which normally involve sorting flats, parcel post, newspapers, pouch rack or any mail handling non-sorting duties which involve handling and preparing of mail, must be permitted reasonable wash-up time prior to the start of the employee's scheduled lunch period and a reasonable wash-up time prior to the end of the employee's work day.

Employees in those crafts doing work not specified herein who have reason to believe they are sufficiently dirty for wash-up time will be allowed reasonable wash-up time as authorized by supervision on an individual basis.

# ITEM # 2 BASIC WORK WEEK

The regular work schedule shall be as previously established, specifically, fixed and/or rotating off days.

# ITEM # 3 CURTAILMENT OF OPERATIONS

When local emergency conditions warrant wholesale closings of businesses and other local industries, responsible 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 leave without pay, annual leave, administrative leave and/or other leave.

If any such emergency condition occurs, the Local Union President or his/her designee shall be notified as soon as possible.

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

In any such event, the Local Union President or his/her designee shall immediately be notified. The Local Union President will be notified, as soon as possible, when breakdown of air conditioning or heating units result in abnormally warm or cold working conditions.

Responsible Postal Officials shall not only consider temperature; but, also humidity, air movement and other factors that can affect the climate of the working environment.

Postal Officials will make the safety of the employees their prime concern, taking appropriate action to protect employees; such as, but not limited to: rest breaks to warm up or cool down, reassignment to warmer or cooler work areas.

Under such conditions, every consideration will be given to leave requests of employees who complain of health problems due to such working conditions.

# ITEM # 4 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 (including annual leave for the current leave year being scheduled). A master vacation chart shall be used indicating the choice vacation period.

The selecting employee shall sign his/her name in the appropriate square(s) on the master vacation chart. PS FORM 3971 shall be prepared for choice time in duplicate. Management shall retain the original and the employee shall be given the duplicate copy.

# ITEM # 5 CHOICE VACATION PERIOD

The Choice Vacation Period limits shall extend from the first full week of January through the last full week of November each calendar year, including the week between Christmas and New Year's Day. In areas where practical, the Choice Period shall be confined to a shorter time frame to allow more employees off during the Choice Period.

After all bidders have had an opportunity to submit a bid during the Choice Period, additional requests or bids shall be granted on a seniority basis on the second run-through for any open periods.

#### SCHEDULING BY JOB CLASSIFICATIONS

Scheduled annual leave shall be granted by overall seniority.

#### FILLING OPEN PERIODS IN CHOICE AREA

When for any reason, Choice Periods become open, these open periods shall be posted and awarded to the senior bidder providing the senior bidder has not been scheduled the maximum time during the Choice Period. Requests of the employees shall be by overall seniority.

# ITEM # 6 VACATION BEGINNING DAY

All scheduled annual leave shall start on Monday and end on Sunday night (Midnight); exceptions may be granted by mutual agreement of the employee, the Union and the Employer.

# ITEM #7 LEAVE OPTIONS

A maximum of three (3) consecutive weeks shall be granted during the Choice Period on the first selection round, subject to the National Agreement Article 10.

An employee, depending on his/her eligibility, may at their option request and may be granted up to five (5) consecutive weeks during the months of January, February, March, April October and November.

# ITEM # 8 JURY DUTY AND UNION LEAVE BUSINESS

An employee who is called for Jury Duty during the employee's scheduled Choice Vacation Period or who attends a National, State or Regional Convention during the Choice Vacation Period is eligible for another period (provided this does not deprive any other employees of first choice for scheduled vacation).

### ITEM # 9 LEAVE SCHEDULING

Two employees in each section, per tour, per week will be allowed vacation leave during the Choice Period. Employees who begin tour prior to 6:00 a.m. shall be on Tour 1. Employees who begin tour after 6:00 a.m. shall be on Tour 2. \*This ITEM may be renegotiated by the parties due to the impact of automation in the Office.

### ITEM # 10 LEAVE APPROVAL

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 him/her.

# ITEM # 11 NEW LEAVE YEAR

The employer shall, no later than November 1st, publicize on the bulletin boards the beginning of the new leave year which shall begin with the first day of the first full pay period of the calendar year.

### ITEM # 12

#### LEAVE OUTSIDE CHOICE VACATION PERIOD

All employees requesting advance leave shall submit a PS FORM 3971, in duplicate, to Management. When approved or disapproved and signed by the supervisor, the duplicate shall be returned to the employee.

Any advance annual leave requested shall be granted on a first come first serve basis.

Employees shall be notified of Management's disposition for advance annual leave, no more than two days after request is made. Failure to provide a response within two days after it is received and signed by the supervisor will deem the request automatically approved. It shall be the responsibility of the immediate supervisor or the acting immediate supervisor to approve or disapprove leave.

### ITEM # 13 HOLIDAY SCHEDULING

The employer will determine the number and categories of employees needed for holiday work. Immediately after this determination is made, but no later than Monday proceeding the service week in which the holiday falls, the Employer will notify the Union of:

- A. The number and categories of employees needed for holiday work; and
- B. The number and categories of employees utilized and the hours worked in the corresponding holiday during the previous year.

By the Tuesday proceeding the service week in which the holiday falls, the Employer will post a separate holiday schedule for each station. The Employer shall schedule qualified employees for the holiday in the following order and their names shall appear on the posted schedule in the same order:

- A. All Part-time flexibles with necessary skills required are utilized to the maximum extent possible, including the payment of overtime.
- B. Casuals, to the maximum extent possible~
- C. All Full-time or Part-time Regulars with necessary skills required who volunteer to work their holiday or day designated as their holiday are utilized.
- D. All Full-time or Part-time Regulars with the necessary skills to work on the holiday that would normally be designated their non-scheduled day.
- E. All Full-time or Part-time Regulars with the necessary skills that are mandated to work on what would normally be their holiday or day designated as their holiday. Inverse seniority would be used in this procedure.
- F. All Full-time or Part-time Regulars with the necessary skills that are mandated to work on what would normally be their non-scheduled day. Inverse seniority would be used in this procedure.

All holiday scheduling shall be done by seniority for volunteers, by juniority for non-volunteers. The Union shall be provided with a copy of each holiday schedule posted for each section, no later than the Tuesday proceeding the holiday.

# ITEM # 14 OVERTIME DESIRED LIST

The overtime desired list shall be by Tour and Craft as identified in ITEM # 9.

### ITEM #15, #16, #17 LIGHT DUTY

All employees who are represented by the American Postal Workers Union, AFL-CIO, and who are on Light Duty shall be assigned, but not limited to, Hand Case Distribution.

# ITEM # 18 EXCESSING FROM A SECTION

For the purpose of excessing, the entire installation shall be considered as a section.

ITEM # 19 PARKING The employee parking spaces shall be utilized on a first come, first serve basis.

### ITEM # 20 LEAVE FOR OFFICIAL UNION BUSINESS

An elected or appointed Officer of the APWU may request leave to attend a National or State Convention, subject to the National Agreement, Article 10. The Officer may use annual leave or he/she may request LWOP. This leave shall not be charged to the Choice Period.

### ITEM # 21A SENIORITY

The Installation Head must post the seniority list on a six month basis which shall include:

- A. Full-time Regulars
- B. Part-time Regulars
- C. Part-time Flexibles

A copy of this seniority list must be given to the Steward.

#### ITEM # 21B

#### **CHANGE IN STARTING TIME**

When an assignment undergoes a change in starting time, exceeding one hour, the APWU Steward shall be notified, in writing, ten days prior to the proposed change.

The APWU President or Designee shall be afforded an opportunity to meet with the Postmaster, or his/her designee, to discuss the subject of whether the job should be reposted, or whether the incumbent shall have the option of accepting the new starting time.

# ARTICLE 17 REPRESENTATION

#### **SECTION 3. RIGHTS OF STEWARD**

Designated representatives of the APWU - Detroit District Area Local shall have the right to use of the PA where available, in Inkster Postal Installation for the purpose of making short announcements of interest to its members.

#### SECTION 5. LABOR-MANAGEMENT MEETINGS

Minutes of the Labor-Management meetings shall be kept by both parties for

verification. A report of the disposition of the Items on the agenda will be posted on the Unions bulletin board.

# APPENDIX C BULLETIN BOARD

The Inkster Postal Installation shall provide the APWU Detroit District Area Local with a bulletin board in a designated area.

#### 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 in 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	Date	
Patrick A. Chornoby, Executive Vice President American Postal Workers Union, AFL-CIO	Date	
Sheryl Jones, Postmaster Saline, MI 48176	Date	