

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

# LOCAL MEMORANDUM OF UNDERSTANDING

UNITED STATES POSTAL SERVICE  
LINCOLN PARK, MICHIGAN 48146

2010 - 2011

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

Employees who are sufficiently dirty for wash-up will be allowed reasonable wash-up time before lunch and at the end of their tour.

**ITEM # 2**  
**REGULAR WORK WEEK**

The basic work week is as previously established; fixed days and rotating days off.

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

Responsible Postal Officials shall examine the situation immediately when local emergency conditions warrant the wholesale closing of businesses and other local industries.

In accordance to the impact on employees, Postal Officials shall grant leave without pay, annual leave and/or other leave. They also shall determine the utilization of the scheduled work force by the severity of the specific needs of

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

When an alleged explosive device has been discovered or a threat made against the postal facility and verified Postal and/or City Official, the facility shall completely be evacuated until all safety measures have taken by the proper authorities. In such an event, the Local Union President or his/her designee shall immediately notified of the condition in the office.

The Local Union President will be notified, as soon as possible, when breakdown of air conditioning or heating unit results 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 or employees who complain of health problems due to such working conditions.

## ITEM # 4

### LEAVE PROGRAM

The formulation of the Leave Program shall be in accordance with Article 10 of the National Agreement as outlined in Items # 5, # 6, # 7, # 8, # 9, # 10, # 11 and # 12.

The Choice Vacation Selection shall be by seniority, by tour and by section. When for any reason Choice Vacation Periods become open, these periods will be posted for bid and awarded to the senior bidder provided management is given a seven (7) day notice of the cancellation. If less than seven (7) days is given, then management will make every effort to award the open period to the senior employee. Cancellations need not be in writing.

It shall be required that the senior employee have adequate annual leave to cover the vacation slot. Management is not required to post a cancelled vacation slot if there is an employee from the same tour and craft off from work on extended illness or extended family medical leave.

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

The Choice Vacation Period is designated as from the first Monday in May through the last Saturday in September, including the week of Easter, the week of Thanksgiving and the week between Christmas and New Year's.

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

All scheduled Vacation Leave will start on a Monday. Exceptions may be granted by agreement among the employee, his/her Union Representative and the Employer.

**ITEM # 7**  
**LEAVE OPTION**

Any employee, depending on his/her option may request two (2) selections during the Choice Period, in units of either five (5) or ten (10) working days. The total will not exceed the ten (10) or fifteen (15) days as per Article 10 of the National Agreement.

ITEM # 8  
JURY DUTY AND UNION LEAVE BUSINESS

Jury Duty or Union attendance at regional, national or state conventions shall not be charged to the Choice Vacation Period.

ITEM # 9  
DETERMINATION OF THE MAXIMUM NUMBER OF  
EMPLOYEES WHO SHALL RECEIVE LEAVE EACH WEEK  
DURING THE CHOICE VACATION PERIOD

The number of employees who shall receive leave each week during the Choice Vacation Period shall be as follows:

1. 18% off Tour I
2. 18% off Tour II
3. 18% off Tour III

In the case where the percentage figure comes out to a fraction, it shall be rounded off, with .5 and above to the next higher number. There will be a minimum of one employee off.

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

During the first week in January, a Master sheet for vacation selections will be passed around according to seniority.

Upon completion of the vacation schedule, the schedule shall be posted and the employees shall submit a FORM 3971 duplicate. The duplicate will be retained by the employee after approval.

All employees covered under this agreement will be given the opportunity to schedule all of their annual leave during the Choice Period and Non-Choice Period even if a second and third round of vacation selection is required prior to the vacation chart being posted.

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

All employees will be notified by November 1st as to the beginning of the new Leave Year.



## ITEM # 12

### LEAVE OUTSIDE OF THE CHOICE VACATION PERIOD

Leave requested in other than the Choice Vacation Period will be considered in order of submission. All incidental leave request shall be granted on a first come, first serve basis in accordance with the following percentages:

1. 10%off Tour I
2. 10%off Tour II
3. 10%off Tour III

Employees shall be notified of Management's disposition for advance annual leave within five (5) days of submission. Failure to provide their disposition within five (5) days shall automatically deem the request approved, provided the request is properly submitted to a Supervisor no sooner than thirty days in advance.

## ITEM # 13

### HOLIDAY SCHEDULING

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 employee employees for the holiday in the

following order and their names shall appear on the posted schedule in the same order:

- 1. Volunteers of Holiday Employees.**
- 2. Select Holiday Employees by inverse seniority method.**
- 3. Select Non-scheduled employees by inverse seniority method.**

#### ITEM # 14

#### OVERTIME DESIRED LIST

The Overtime Desired List shall be by sections as follows:

1. Clerk Main Office
2. Maintenance Main Office

**The Overtime Desired List solicitation shall be posted at the beginning of each postal quarter requesting volunteers desiring to work overtime to place their names on the list. Once an employee signs the Overtime Desired List, his/her name shall remain on the list and carried over each following quarter until such a time as the employee removes his/her name from the list, in writing. Employees who remove their name from the list will only be permitted back on the list at the beginning of a postal quarter.**

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

Reserved Light Duty Assignments will be the duties that are not specifically assigned to any particular employee.

**ITEM # 17**  
**IDENTIFICATION OF LIGHT DUTY ASSIGNMENTS**

Assignments identified as Light Duty for employee of crafts which are represented by APWU will be, but are not necessarily limited to: Nixies, Registry, Meter Setting, Telephone Answering, certain Distribution or any work within the employee's restrictions that will not adversely affect the employee's disability or seriously affect the production of the assignment.

**ITEM # 18**  
**EXCESSING**

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

**ITEM # 19**  
**PARKING**

Available parking spaces will be 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 # 21**  
**NEGOTIABLE CRAFT ITEMS**

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

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

A. Information on Notices.

Notice and announcement of vacancies and successful applicant shall be provided to the Union.

B. Successful Bidder.

1. The successful bidder will be posted within five (5) working days of the closing date.
2. The successful bidder must be placed in the new assignment with fourteen (14) days.
3. The successful bidder shall work the duty assignment as posted.

C. Employees will normally work their duty assignments. If it becomes necessary to move employees to perform work outside their bid assignments, the principle of seniority to the extent possible will be observed. However, employees from other sections and/or crafts will not normally be utilized in the vacated assignments until bid personnel are returned to their bid sections.

D. When an assignment undergoes a change in starting time exceeding one hour, the assignment will be reposted unless the Union, Employer and Employee agree to reassign the affected employee to their new starting time.

# 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 Lincoln Park, Michigan 48146.

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

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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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Joseph Bodray, Postmaster  
U.S. Postal Service

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Date