

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

LOCAL MEMORANDUM OF UNDERSTANDING

UNITED STATES POSTAL SERVICE
LIVONIA, MICHIGAN 48150

2010 - 2015

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ITEM # 1
WASH-UP PERIOD

Established practices of employee wash-up time shall be continued for the duration of the contract, which is five (5) minutes prior to lunch time and five (5) minutes prior to end tour. Established practices of employee breaks shall continue for the duration of this contract.

ITEM # 2
REGULAR WORK WEEK

With consideration for the well-being of the employees of the Livonia, Michigan Postal Service, Local Management will maximize, to the extent possible, the number of positions having a basic work week of five consecutive days. To this extent, Management will provide positions in the following phases:

PHASE # 1 - Monday through Friday - 23% - 35%

PHASE # 2 - Tuesday through Saturday - 23% - 30%

PHASE # 3 - Rotating and/or Fixed, Consecutive and/or split
days off - 54% - 35%

It is the intent of Management to increase positions in Phases #1 and # 2 if conditions will allow.

ITEM # 3
CURTAILMENT OF OPERATIONS

1. Postal Operations shall not be curtailed at the Post Office, unless the Postmaster or his/her designee determine that conditions so warrant. Such determination shall be reasonable and consideration shall be given to overall conditions, including, but not limited to:
 - A. The safety and health of the employees
 - B. Civil Disorders
 - C. Acts of God
 - D. Advise of policies of local authorities
 - E. Weather conditions causing wholesale closing of businesses and other offices
 - F. Weather conditions causing curtailment of public Transportation
2. Management shall notify the employees at the earliest possible time of curtailment. Such notification shall be by any communication media.
3. If operations are curtailed from conditions set forth above, the Employer shall grant appropriate leave.
4. The Local Union President will be notified, as soon as possible, of environmental conditions that adversely affect the work force.

ITEM # 4 LEAVE PROGRAM

The formulation of the leave program in Livonia, Michigan has been incorporated in ITEMS # 5, # 6, # 7, # 8, # 10, # 11 and # 12. Annual Leave will be selected in three phases:

- a. First phase will consist of selections for choice period as stipulated in Item #7.
- b. Second phase will consist of selections for all other weeks remaining in employee's allowance for the current year.

Selections will be made in seniority order.

- c. All vacation schedules that become available, either through resignation, change of tour, request of employee, plus any available time shall be posted on all bulletin boards on a month prior to the vacation vacancy. If less than a month notice is given to Management to cancel a vacation. every attempt will be made to award the vacancy
- d. Posting for vacation only shall be five days.

ITEM #5
CHOICE VACATION PERIOD

The choice vacation shall begin the first full service week in January and extend through the last full service week prior to December 1.

ITEM # 6
VACATION BEGINNING DAY

All vacation periods shall begin on Monday unless there is a mutual agreement between Management, the Employee and the Union.

ITEM # 7
LEAVE OPTIONS

There may be splitting of vacation leave during the Choice Period in accordance with Article 10, of the National Agreement. On a first selection, or round of bidding, an employee may (at his/her option) split an entitlement of a three-week vacation into two parts of either:

- a. One week (five work days) and two weeks (10 work days); or
- b. One week (five work days) and one week (five work days).

An employee with a two week (10 working day) 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 of 10 or 15 working days in consecutive weeks, provided the employee earns 20 or 25 days of annual leave during the year.

ITEM # 8

JURY DUTY & UNION LEAVE BUSINESS

An employee who is called for jury duty or uses leave to attend a State or National Union Convention shall not have that leave charged to the Choice Vacation period and shall be allowed to receive another available period.

ITEM # 9

LEAVE SCHEDULING

A maximum number of 7.5% of the work force by Craft and section shall be scheduled for annual leave from January through March and from October through November. A maximum number of 12.5% shall be scheduled for annual leave from April through September. The week of December 26th through January 1st, 7.5% of the work force shall be scheduled for annual leave. Management shall allow more off during this period if possible.

The selection for vacation scheduling shall be as follows:

- A. Distribution
- B. Main Office Window Clerks (**including Dispatchers**)
- C. Office Personnel
- D. Maintenance Craft (**by ps level - overall Craft seniority shall prevail**)
- E. Greenmead

For vacation scheduling at the Main and the Greenmead Office, local Management and the American Postal Workers Union shall meet no later than December 1 of each calendar year to determine the amount of leave in each employees credit and the amount of leave the employee will earn in the coming year.

At that time, the parties will determine the total number of weeks needed to allow all employees in both Offices an opportunity to schedule their allotted vacation weeks for the coming year.

In no such case shall the number of employees allowed to schedule vacation for the calendar year be less than the percentages listed above in ITEM # 9.

All percentages of .5 and above shall be rounded to the next higher number. At no time shall there be less than one person allowed on annual leave.

During the two week period in November which is considered firearm hunting season, one additional employee shall be allowed off on annual leave in the **Clerk** Craft.

ITEM # 10
LEAVE APPROVAL

Each employee will be notified of his/her approved vacation schedule by posting the entire vacation schedule on an appropriate bulletin board, behind glass, as soon as possible after all selections have been made.

ITEM # 11
NOTIFICATION OF NEW LEAVE YEAR

The employer shall, no later than November 1, publicize on bulletin boards the beginning date of the new leave year. The Union will be involved in the vacation selection process for the employees represented by the APWU.

ITEM # 12
LEAVE OTHER THAN SCHEDULED VACATION

Employees requesting leave not included in vacation scheduling, shall submit a PS FORM 3971 in triplicate to Management, and shall have the third copy signed and returned to them as a receipt. Employees shall be notified of

Management's disposition for the requested leave no more than two days after the request is made. Failure of Management to respond within two days shall deem the request automatically approved.

All incidental annual leave shall be granted on a first come first serve basis. Requests submitted on the same day shall be granted based on seniority with the senior employee receiving first consideration.

Annual leave or LWOP, if annual leave is exhausted, shall be granted in the case of birth or death in the immediate family of any APWU Craft employee. This leave shall not be limited to deaths or births, but will be considered on individual basis.

ITEM # 13

HOLIDAY SCHEDULING

A. After all provisions of Article 11 of the National Agreement have been met, the following method should be used:

Two Tuesdays prior to the holiday week.

Management shall post a volunteer sheet for signature of full-time regulars who wish to work on the holiday or the day designated as their holiday.

Assignments shall be made on a seniority basis. The method of selecting the employees shall be made by sections and tours - Greenmead and the Main Post Office. Installation seniority shall prevail.

B. The Tuesday proceeding the service week of the holiday, the Employer shall schedule qualified employees for the holiday in the following order:

1. Volunteer Full-Time employees whose designated holiday is the day for which work is being scheduled, with seniority prevailing, provided there is eight (8) hours continuous work available.
2. Any volunteer non-scheduled, Full-Time employee who volunteers to work their NS day, with seniority prevailing.
3. Postal Service Employees (PSE)
4. Non-volunteer, non-scheduled Full-Time employees whose designated holiday is the day being scheduled, beginning with the junior employee.
6. Non-volunteer, non-scheduled Full-Time employees to work their NS day, with inverse seniority prevailing.

ITEM # 14

OVERTIME DESIRED LIST

Overtime Desired Lists shall be consistent with the National Agreement and shall be selected by Craft and Section as identified in ITEM # 9 of this Agreement for the Main Office and Greenmead Station. Main Office and Greenmead Station.

Upon closing of the Overtime Desired List for the quarter, employees on leave greater than five (5) days during solicitation shall be given the opportunity to sign the Overtime Desired List within 48 hours of their return to duty. Employees who are on leave shall be identified on the bottom of the List by Management.

ITEM # 15

NUMBER OF LIGHT DUTY ASSIGNMENTS

The number of light duty assignments shall be three (3) with considerations for more, if necessary.

ITEM # 16
RESERVING LIGHT DUTY ASSIGNMENTS

Light duty assignments shall be according to the restrictions of the ill or injured employee.

ITEM # 17
IDENTIFICATION OF LIGHT DUTY ASSIGNMENTS

All employees of Crafts who are represented by the APWU and who are on light duty shall be assigned to **productive work**, but not limited to: Mark-ups, Registry, Telephone Answering, certain Distribution, or any work that will not adversely affect the production of the assignment (these are indicative only of features of a position which might be considered in determining what is a light duty assignment as it pertains to an employee's physical incapacity).

ITEM # 18
EXCESSING FROM A SECTION

For the purpose of excessing, the entire facility shall be considered as one Section by Craft (Clerk and Maintenance).

ITEM # 19

PARKING

Employees shall park on a first-come, first-serve basis in areas which are assigned to employee parking. The Chief Steward for the APWU shall be designated a parking spot.

ITEM # 20

UNION LEAVE OPTIONS

Requests for annual leave shall be up to one Union Steward per tour for Union activities and shall not be part of the choice vacation plan. If tour or duty assignment of a Steward changes, ITEM # 20 will be re-negotiated.

ITEM # 21

SENIORITY LISTS

The Installation Head must post the Seniority List on a semi-annual basis which shall include:

- A. Clerk Craft Employees
- B. Maintenance Craft Employees

For all Crafts - a copy of this Seniority list must be given to the Steward with a copy being sent to the Local Union President.

ITEM #22

LOCAL IMPLEMENTATION OF THIS AGREEMENT RELATING TO SENIORITY ASSIGNMENTS AND POSTINGS

Vacancies in assignments shall be posted for a period of ten days. The successful bidder must be placed in the new Assignment within **28 days**, except in the month of December.

Newly established and vacant Clerk Craft duty assignments shall be posted according to Article 37 OF THE NATIONAL AGREEMENT. Changes in which a duty assignment must be posted are:

1. Change of **NS Days**
2. Duty Assignment
 - A. The work load of the duty assignment changed over four hours or 50%
3. The change of the starting time of more than one hour shall be sufficient reason to repost a duty assignment unless agreed otherwise between the Union and the employee involved.

Reassignments shall be according to the National Agreement, Article 12.

Duty assignments shall be set according to the National Agreement under Article 37.

LETTER OF POLICY

LABOR - MANAGEMENT RELATIONS

1. The parties to this agreement shall meet the third Tuesday of the month, unless another day of the week is mutually agreed to.
2. The meeting shall be convened at 9:30 a.m. at the GPO, unless a more desirable location is mutually agreed to. Meetings will be limited to ninety (90) minutes; but, may be extended upon mutual agreement.
3. The number of union representatives who may be in attendance shall be limited to four with a limit of one "on-the-clock".
4. It is agreed that joint conference of union representatives and management to discuss Christmas instructions and policies will be held at the appropriate monthly Labor Management meeting.
5. It is agreed all agenda items shall be submitted by both parties in detail, forty-eight (48) hours in advance. Items not on the agenda will be taken up only by mutual agreement. If no agenda is submitted on time, the meeting will be cancelled.
6. In January of each year, the Union will provide the Installation with a list of its elected Officers, Local Representatives, and committee members. Any changes throughout the year will be made known also.

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 Livonia, Michigan 48150.

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

Date

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

Date

James Cappelli, Postmaster
United States Postal Service
Livonia, MI 48150

Date