

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

LOCAL MEMORANDUM OF UNDERSTANDING

UNITED STATES POSTAL SERVICE
MONROE, MICHIGAN 48161

2010 - 2015

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ITEM # 1
WASH-UP PERIOD

Management will grant reasonable wash-up time prior to the start of the employee's scheduled lunch period and prior to the end of the employee's workday. Established practices of employee breaks shall continue for the duration of this Agreement.

ITEM # 2
REGULAR WORK WEEK

The basic work week scheduled shall be as previously established, specifically, fixed days off. The Union Steward will be given a copy of the weekly schedule, upon posting.

ITEM # 3
EMERGENCY CONDITIONS

The parties recognize that the Postal Service is the most vital part of the communications machinery of the United States of America and that historically, this installation was provided this service to the public without interruptions; therefore, Postal Operations will not be terminated at the

installation, unless the Postmaster or Installation Head determines that conditions so warrant. Employees in those areas affected shall be granted appropriate leave.

In the event the Union believes an emergency condition exists and the Postmaster or his/her designee does not agree, the Union may meet with the Postmaster or his/her designee to attempt to resolve the issue.

Reasonable consideration shall be given, but not limited to, such conditions as:

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

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.

The Postal Service shall contact the Local Union President or his/her designee as soon as possible when such emergencies exist.

ITEM # 4
FORMULATION OF LEAVE PROGRAM

All Regular and Part-time Flexible employees in Crafts under the jurisdiction of the APWU - Detroit District Area Local must be given the opportunity to request vacation time equivalent to his/her accrued annual leave (including annual leave for the current leave year being scheduled) in accordance with Article 10, Section 3 of the National Agreement.

In order to cancel a vacation period previously scheduled, the employee must cancel in lots of a week(s). Provided management is given a fourteen (14) day notice in writing of such cancellation, this cancelled leave will be awarded as follows: The cancelled leave will be posted for a period of five (5) days, then awarded by seniority with the following exceptions: from the first full service week in June, through the first full service week in September, when the vacant vacation is re-posted, the vacation bid shall be awarded to the senior Clerk junior to the original bidder.

If no employee junior to the original bidder requests the vacation, the vacancy shall be awarded to the senior Clerk who bids on the vacant vacation slot, however, if the vacation is cancelled for reasons that cause the original bidder to be absent from duty, the slot will not be re-posted.

If no requests are received for the week(s), every reasonable effort will be made to grant any increment of days, by full seniority roster. The Local Union Steward or Local Union Officer shall receive a copy of all vacation postings after the five (5) day period.

ITEM # 5
CHOICE VACATION PERIOD

The choice vacation period shall be from the first full pay period in January through the last full week in November, and also include the period of December 26th through December 31st.

ITEM # 6
BEGINNING DAY OF VACATION PERIOD

All scheduled annual leave must start on Monday and end on Sunday. Exceptions may be granted upon the employee's written request and signed by his/her Union Representative and the Employer.

ITEM # 7
LEAVE OPTION

An employee, depending on his/her option, may request two selections during their first round of bidding during the choice vacation period in units of either 5 or 10 days, or one 15 day period. On each additional round of vacation selection, employees may make one selection in units of either 5 or 10 days each until they have had an opportunity to schedule all of their earned leave.

ITEM # 8

JURY DUTY AND UNION LEAVE BUSINESS

National Guard/Military Service and employee(s) ordered to be available for Jury Duty during his/her scheduled Choice Vacation Period shall be permitted to request additional leave, as long as such request does not interfere with the scheduled vacations of other employees.

Attendance at Union Conventions shall not be charged to the quota of employees off during the Choice Period. At the beginning of each year when the convention week has been determined, the Union shall notify Management and sufficient slots for all eligible delegates shall be withheld for the appropriate week.

In addition, request for leave made by the Union's Chief Steward for him/herself and one other Steward or Alternate Steward to attend Labor/Management meetings, Local Union Meetings and Local Negotiations shall be approved.

The employer will make every reasonable effort to grant additional requests.

ITEM # 9
LEAVE SCHEDULING

At the Monroe Main, there shall be two (2) employees allowed to schedule annual leave during the choice vacation selection period; the first full pay period of the New Leave Year; January through the last week of November. There shall be three (3) employees allowed to schedule annual leave during the months of July and August, including the week after Easter and the week of Thanksgiving Holiday.

During the choice vacation selection period, the Branches of Newport, Maybee, Erie, Luna Pier and LaSalle will be considered a separate section with not less than one employee allowed to schedule annual leave during the choice vacation period.

During December 25-31, a total of three (3) employees combined from the Main and the Branches will be allowed to schedule annual leave. Every reasonable effort shall be made to grant additional requests.

In October, prior to vacation planning, upon request of the Union, the parties shall meet to discuss whether additional employees can be afforded an opportunity for vacation scheduling during the choice vacation period. The determination of additional employees shall be based on service needs, and employee compliment in the Monroe Post 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
NOTIFICATION OF NEW LEAVE YEAR

Notification shall be placed on all official bulletin boards by November 1st, as to the beginning and ending of the new leave year. Selection of the employee's choice vacation will begin December 1st, as to the beginning and ending of the new leave year.

Selection of the employee's vacation will begin December 1st and conclude no later than December 31st. There will be a chart posted on the workroom floor for the employees to consult as to the weeks available. Employees will submit 3971s in duplicate for the week(s) desired and in turn these will be immediately posted on the chart. Employees shall have no longer than three (3) days to select their vacation time or they shall be by-passed until they are

ready to select from the weeks remaining. After all leave selections have been made, the selections will be transferred to the normal vacation calendar. The leave calendar must be posted by December 31st.

ITEM # 12 NON CHOICE LEAVE

Employees requesting advance leave, which is not included in vacation scheduling, shall submit a 3971 in duplicate to their immediate supervisor. When approved and signed by the supervisor, a copy shall be returned to the employee.

Employees shall be notified of Management's disposition for advance annual leave no more than two (2) days after the request is made, or it shall be deemed approved. Prior to the employee using the leave, they shall notify their immediate supervisor.

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

ITEM # 13
HOLIDAY SCHEDULING

After the required number of assignments have been determined under Article XI, Section 6, of the National Agreement, the employer shall schedule qualified employees in each section of the crafts represented by the APWU to work on a holiday or a day designated as a holiday in the following order:

- A. **Postal Support Employees (PSE) who possess the necessary skills.**
- B. All Full-time Employees who possess the necessary skills and have volunteered to work on the holiday or their designated holiday.
- C. Volunteer Full-time Employees whose non-scheduled day falls on the holiday and possess the necessary skills even though the payment of overtime is required.
- D. Full-time Employees who have not volunteered to work on their holiday by juniority.
- E. Non-Volunteer Full-time Employees whose non-scheduled day falls on the holiday and possesses the necessary skills even though the payment of overtime is required, by juniority.

ITEM # 14
OVERTIME DESIRED LIST

The Overtime Desired List will be established by Management two weeks prior to the start of each postal quarter. The lists will be established by Office, Craft, and Tour. The Union shall be provided with a copy of each Overtime Desired List, by quarter.

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 # 15, # 16, # 17

NUMBER OF LIGHT DUTY ASSIGNMENTS - RESERVING LIGHT DUTY ASSIGNMENTS - IDENTIFICATION OF LIGHT DUTY ASSIGNMENTS

Clerical duties to be considered in establishing Light Duty Assignments shall be as follows, but not limited to:

1. Distribution of letter size mail of all classes on all tours;
2. Such other duties as may be mutually acceptable within the employee's medical limitations.

The Union shall be notified, in writing, of all Light Duty Assignments. The Union shall be notified, in writing, of all cancellations of Light Duty Assignments.

ITEM # 18

EXCESSING FROM A SECTION

Each tour shall be identified as a section. For the purpose of excessing from this installation, the entire installation shall be considered a section.

ITEM # 19

PARKING

Employee parking will be utilized on a first come, first served basis.

ITEM # 20

UNION LEAVE OPTIONS

The Union leave requests shall be as noted in Item # 8 of this Local Memorandum of Understanding.

ITEM # 21

NEGOTIABLE CRAFT ITEMS

LENGTH OF POSTING: Job bid notices shall remain posted for ten (10) consecutive days.

The successful bidders shall be posted in accordance with Article 37, Section 3.F.1. of the National Agreement. A Union Official shall be present when bids are opened. The successful qualified bidder shall be placed in his/her new assignment within ten (10) days except in the month of December.

The Local APWU Union Steward shall be provided with a copy of all postings as noted above. Any change in the starting time in excess of one hour will require re-posting, unless the Union and the employer agree to reassign the affected employee(s) to their new starting time. The Union shall be notified, in writing, of all changes in starting times prior to their being implemented. The Union shall also be provided the opportunity to discuss such changes prior to their implementation with the Postmaster or his/her designee.

ITEM # 22

SENIORITY, REASSIGNMENTS AND POSTINGS

Employees will normally work their duty assignments. If it becomes necessary to move employees to perform work outside their bid duty assignments, the principal 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 section.

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 Monroe, Michigan 48161.

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

John R. Merritt, Special Assistant
American Postal Workers Union, AFL-CIO

Date

Eric D. Sieler, O.I.C. Monroe
United States Postal Service

Date