

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

LOCAL MEMORANDUM OF UNDERSTANDING

UNITED STATES POSTAL SERVICE
NORTHVILLE, MICHIGAN 48167

2010-2015

ITEM # 1

WASH-UP TIME

All employees who perform any 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 reasonable wash-up time prior to the end of the employee's work day.

Employees 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 scheduled work week will be established with rotating days off for all clerks except those clerks with regular bids on positions at the window, which shall remain fixed days off.

Newly created or vacated Clerk Craft jobs being re-posted for bid shall be posted with either fixed and/or rotating schedules.

Maintenance craft shall have fixed days off.

ITEM # 3

EMERGENCY CONDITIONS

The Postmaster or his/her designee shall examine the situation immediately when local emergency conditions warrant the wholesale closing of business and other local industries. In accordance to the impact on employees, Postmaster or designee shall grant leave without pay, annual leave and/or other leave.

Postmaster or designee shall determine the utilization of the scheduled work force based on the severity of the specific conditions, the degree of the emergency, and the needs of the service with emphasis on the preservation of health and welfare of the employees at the local installation.

When an alleged explosive device or biological hazard 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 local Union president or his/her designee shall be notified immediately if there have been any threats made against the postal facility, either by alleged explosive devices, biological hazards, or verbal threats verified by postal or city officials. The local Union president or his/her designee shall also be notified immediately if the facility is closed due to other emergencies.

The local Union president will be notified, as soon as possible, when break down of air conditioning or heating units result in abnormally warm or cold working conditions.

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

The Postal official will make the safety of the employees his/her 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

Management shall solicit selection of annual leave for the following leave year during the months of November and December. Selections will be made in accordance with the procedures listed in item #7.

A master vacation chart shall be used, indicating in red outlining the choice vacation period. The remainder of the chart will be considered non-choice vacation.

Choices are to be made by seniority. The employee shall sign his/her name in the appropriate square(s) on the master vacation chart. Each employee will have 3 working days to make his/her vacation choices. Employees failing to choose within the 3 days will be bypassed and when prepared to select shall do so from what is then available.

During the selection on the master chart, the employee will fill out a PS FORM 3971, in duplicate, for each selection. Upon verification, the supervisor will sign the PS Form 3971 indicating the approval of the selection(s). Management will retain the originals and the employee will be given the completed duplicates.

The supervisor will notify the next employee when it is their turn to choose. Employees on leave other than scheduled vacations will be called at home, or notified by certified mail, to solicit their choices if at all possible.

Employees on scheduled vacations in November and December shall submit their choices, in advance of their vacation, to the Postmaster. Those failing to submit their choices in advance will be bypassed until their return from scheduled vacation and shall select from what is then available. After all

employees make their first vacation selections in either the choice or non-choice period, a second and third go-round shall be conducted, by seniority, until all employees have had an opportunity to schedule their remaining leave, or the amount of leave they will have earned by the time of their vacation request.

Cancellation of Leave:

No employee will be allowed to work during his or her selected leave, **however, employees may advise their supervisor in writing of their availability to work a nonscheduled day that is in conjunction with approved annual leave.**

If an employee cancels a scheduled vacation week, the vacancy shall be re-posted for bid. Cancellations shall be made on PS 3971 and handed to the employee's immediate supervisor. Re-posting shall take place as soon as management is notified of the cancellation. The vacancy shall be posted for 10 days, or until the schedule for that week is posted, whichever comes first, and awarded by seniority. Any employee canceling within 14 days of a scheduled leave week will be ineligible to select any part of the canceled leave.

Emergency Leave: 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 the employee involved, covered by this Agreement. Emergency leave shall not be limited to deaths or births, but will be considered on an individual basis.

All leave remaining, not in excess of the negotiated maximum, can be requested at the discretion of the employees. Requests should be made on PS 3971, and handed to the employee's immediate supervisor at least 24 hours in advance of the requested day(s) off. These requests shall be granted on a first come, first served basis. A vacation slot may be considered filled when any two clerks have been approved for leave for any part of the week.

All PS 3971's submitted for leave shall be deemed approved unless returned to the employee with management's disposition within three (3) working days of the request.

ITEM # 5

CHOICE VACATION PERIOD

The choice vacation period shall be January 1st through the last week in November, including the week between Christmas and New Year's Day.

December 1 to December 24 will be considered non-choice.

ITEM # 6
VACATION BEGINNING DAY

All vacation periods shall begin on Monday and continue through Sunday, unless there is a mutual agreement between management, the Union and the employee.

ITEM # 7
LEAVE OPTIONS

An employee may make up to two choices during his/her selection in units of either 5 and 10 days, or 5 and 5 days. The employee may choose to take 15 days consecutively. No employee will be granted more than 15 days on each go-round of bidding.

ITEM # 8
JURY DUTY & UNION LEAVE

An employee who is called for jury duty during the employee's scheduled vacation period, or who attends a National or State Convention during the employee's scheduled vacation period is eligible for another available period, provided this does not deprive any other employee of their first choice for scheduled vacation.

ITEM # 9
LEAVE SCHEDULING

The maximum number of employees who shall be allowed annual leave during the choice vacation period, in the clerk craft, shall be **one, with the exception of the months of June, July and August and the weeks of Easter and Thanksgiving, when two employees shall be allowed annual leave** of those employees earning annual leave.

Maintenance craft shall be allowed one employee off per week.

ITEM # 10
LEAVE APPROVAL

The official leave chart will be posted by January 31 of each year. PS form 3971 shall be the official notice of scheduled vacation approval for the employee. The employee will be given a duplicate copy of PS form 3971 after approval by January 31 of each year.

ITEM # 11
NEW LEAVE YEAR

Management will post a notice advising the employees of the new leave year no later than November 1st.

ITEM # 12

LEAVE OUTSIDE CHOICE VACATION PERIOD

The number of employees to be excused for work shall be one per week per craft during the period of the annual leave year not considered “Choice Period.”

Leave requests in excess of the negotiated maximum will be granted to the extent possible based on the needs of the service. Management will make every attempt to honor such requests.

ITEM # 13

HOLIDAY SCHEDULING

The employer shall post sign-up sheets soliciting volunteers to work the holiday (official and designated holiday) and volunteers to work their NS day that falls on the Holiday or designated holiday.

By the Tuesday before the service week in which the holiday falls, the employer will post a holiday schedule. The employer shall schedule qualified employees for the holidays in the following order:

1. Volunteer Full-Time employees whose designated holiday is the day for which work is being scheduled, with seniority prevailing.

2. Any volunteer non-scheduled, Full-Time employee who volunteers to work on overtime, with seniority prevailing.
3. Postal Service Employees (PSE).
4. Non-volunteer Full-Time employees whose designated holiday is the day being scheduled, by inverse seniority.
5. Non-volunteer, non-scheduled Full-Time employees to work on overtime, by inverse seniority.

ITEM # 14

OVERTIME DESIRED LIST

As provided in Article 8 of the Collective Bargaining Agreement, when during the quarter the need for overtime arises, employees with the necessary skills, having listed their names on the overtime list, shall be selected to work. The Overtime Desired List shall be posted for the Installation by Craft.

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 the next postal quarter.

ITEM # 15

LIGHT DUTY ASSIGNMENTS

Light duty assignments in the Northville Postal installation will be administered in accordance with Article 13 of the National Agreement. Item

ITEM # 16

SELECTION OF LIGHT DUTY ASSIGNMENTS

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

ITEM # 17
LIGHT DUTY WORK AREAS

All employees of crafts who are represented by the APWU, AFL-CIO and who are on light duty assignments shall include, but not be limited to, the hand distribution case.

ITEM # 18
EXCESSING FROM A SECTION

For the purposes of excessing, each craft (**Clerk and Maintenance**) in the Northville Postal installation shall be considered a separate section.

ITEM # 19
PARKING

Employees shall park on a first come, first served basis (if available) on postal property which would not interfere with postal operations. The APWU Steward will be allowed one parking space.

ITEM # 20
LEAVE FOR UNION ACTIVITIES

Annual leave for Union activities requested prior to the determination of the choice vacation schedule shall not be a part of the choice vacation period.

ITEM # 21
POSTINGS

Notices inviting bids for assignments shall be posted for ten (10) consecutive days. Employees shall make bids in writing to the installation head by the stipulated time on the final day.

The APWU Steward or Designee shall be present when bids are opened. Within 10 days after the closing date for the posting (excluding December), the installation head shall post an award notice listing the senior or successful bidder.

The successful qualified bidder shall be placed in his/her new assignment within fifteen (15) days of the award.

The APWU Steward or Designee will be provided with a copy of notices inviting bids and the awards prior to posting.

ITEM # 22
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. 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.

LOCAL MEMORANDUM OF UNDERSTANDING

This Local Memorandum of Understanding constitutes agreement between the American Postal Workers Union, AFL-CIO – Detroit District Area Local and the Management of the United States Postal Service at the Northville, Michigan 48167, Postal Installation.

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.

Christopher E. Ulmer, President
American Postal Workers Union, AFL-CIO

Date

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

Date

Brian Smith, Postmaster
Northville, MI 48167

Date

INDEX

PAGE	ITEM #	ITEM
1.	1	Wash-up Time
1.	2	Basic Work Week
2.	3	Emergency Conditions
3.	4	Leave Program
6.	5	Choice Vacation Period
7.	6	Vacation Beginning Day
7.	7	Leave Options
7.	8	Jury Duty & Union Leave
8.	9	Leave Scheduling
8.	10	Leave Approval
8.	11	New Leave Year
9.	12	Leave Outside Choice Period
9.	13	Holiday Scheduling
10.	14	Overtime Desired List
11.	15	Light Duty Assignments
11.	16	Selection of Light Duty Assignments
12.	17	Light Duty Work Areas
12.	18	Excessing from a Section
12.	19	Parking
13.	20	Leave For Union Business
13.	21	Postings
14.	22	Seniority