

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

LOCAL MEMORANDUM
OF UNDERSTANDING

UNITED STATES POSTAL SERVICE
SOUTHFIELD, MICHIGAN 48037

2010-2015

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ITEM # 1
WASH UP TIME

Employees will be granted reasonable wash-up time if they work with dirty or toxic material.

ITEM # 2
FIXED OR ROTATING OFF DAYS

The basic work week schedule shall have fixed days off.

ITEM # 3
EMERGENCY CURTAILMENT OF POSTAL OPERATIONS

When local emergency conditions warrant the installation head shall immediately examine the situation and its impact on the employees and the postal service. Employees in those areas affected shall be granted appropriate leave.

In the event the union believes an emergency condition exists and the installation head does not agree, the union shall meet with the installation head to attempt to resolve the issue.

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

1. The safety and health of employees
2. Civil disorders
3. Acts of God
4. Advice of local authorities

When an alleged explosive device has been discovered or threat made against the postal facility and verified by a postal or qualified official, the facility shall be appropriately evacuated until all reasonable safety measures have been taken by proper authorities.

ITEM # 4

FORMULATION OF LOCAL LEAVE PROGRAM

The number of employees scheduled for annual leave in any week shall be determined by the total compliment of employees represented by the APWU by tour. Choice vacation period selections shall be determined by seniority.

ITEM # 5

DURATION OF THE CHOICE VACATION PERIOD

The duration of the choice vacation period shall begin with the first full pay period in January and continue through the last full service week **prior to December 25th**. The week between Christmas and New Year shall also be a part of the choice vacation period.

ITEM # 6

BEGINNING DAY OF AN EMPLOYEES VACATION PERIOD

All scheduled annual leave will commence on Monday and terminate on Sunday. Exceptions may be granted by agreement between the employee, the union and the employer.

ITEM # 7

WHETHER EMPLOYEES AT THEIR OPTION MAY REQUEST TWO SELECTIONS DURING THE CHOICE VACATION PERIOD, IN UNITS OF EITHER 5 OR 10 DAYS

Annual leave shall be granted as follows:

1. Employees who earn 13 days annual leave per year shall be granted up to ten days of continuous annual leave during the choice period. The number of days of annual leave, not to exceed then shall be at the option of the employee.
2. Employees who earn 20 or 26 days annual leave per year shall be granted up to fifteen days of continuous annual leave during the choice period. The numbers of days of annual leave, not to exceed fifteen shall be at the option of the employee.

3. Employees requesting time to attend services on religious holidays shall be excused with annual leave or a work schedule change. The number of employees to be excused will be determined by management.
4. All employees will have a second choice after all first choices have been selected, but not to exceed fifteen continuous days during the choice period in accordance with article XXX, item 4.

ITEM # 8

WHETHER JURY DUTY AND ATTENDANCE AT NATIONAL OR STATE CONVENTIONS SHALL BE CHARGED TO THE CHOICE VACATION PERIOD

Jury duty and attendance at national and state conventions shall not be charged to the choice vacation period.

ITEM # 9

MAXIMUM NUMBER OF EMPLOYEES WHO SHALL RECEIVE LEAVE EACH WEEK DURING THE CHOICE VACATION PERIOD

10% shall be scheduled for leave from January through May.



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11% shall be scheduled for leave from the first full week in June through the last full week in August. 7% shall be scheduled for leave from September through November. 10% shall be scheduled for leave during the week between Christmas and New Year.

The above percentages shall apply to sections as listed below:

1. Mail Processing/Distribution
2. **Window Section (07:00 or later start)**
3. All other Customer Service/Administrative Clerks
4. **Maintenance shall allow one employee off each week by occupational group.**
5. Lathrup Village and Franklin Station

Any percentage of .5 and above shall be rounded up to the next whole number. At no time shall the number allowed off be less than one.

All requests for weeks that are full on the vacation schedule shall be noted on the hold schedule. Management will announce no later than January 20th of each year that employees have 30 days to request vacation weeks for the hold schedule. Management shall award hold spots based on seniority. After the initial 30 day period, all requests for hold schedule will be on a first come/first served basis. Requests for the hold schedule will be done on Form 3971 and will be retained in the hold box.

ITEM # 10

ISSUANCE OF OFFICIAL NOTICES TO EACH EMPLOYEE OF
THE VACATION SCHEDULE APPROVED FOR SUCH
EMPLOYEE

No later than December 1st Management will begin to solicit employees for their vacation leave selections using the calendar method. Upon receipt of the vacation calendar each employee will be given 24 hours to make their choice selection unless extenuating circumstances prevents submission. The vacation schedule shall be posted on the appropriate bulletin board no later than December 28th.

ITEM # 11

DATE AND MEANS OF NOTIFYING EMPLOYEES OF THE
BEGINNING OF THE NEW LEAVE YEAR

The employer shall, no later than November 1st, publicize on bulletin boards, the beginning date of the new leave year in accordance with Article X, Section 4.A of the National Agreement.

ITEM # 12

SUBMISSION OF APPLICATIONS FOR ANNUAL LEAVE DURING OTHER THAN THE CHOICE VACATION PERIOD.

Leave applications properly submitted on Form 3971 for periods other than choice vacation period will be considered on a first come first serve basis where seniority prevails. Employees requesting incidental days of leave will submit their 3971 to management no earlier than 30 days in advance. Employees shall be notified of management's disposition of the request no later than five days after giving the request to management in triplicate. The 3rd copy is returned to employee with supervisor's signature of receipt on date of submission. If no response to the request is made by the fifth (5th) day the leave will be approved.

ITEM # 13

METHOD OF SELECTING EMPLOYEES TO WORK A HOLIDAY

The employer will determine the number and categories of employees needed for the holiday work and a schedule shall be provided to the local steward and installation vice president no later than Tuesday in the service week preceding the week in which the holiday falls.



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By the Tuesday preceding the service week in which the holiday falls, the employer shall schedule qualified employees having the necessary skills for the holiday in the following order:

1. **A. PSE's**
B. PTR (Maintenance Only)
2. **Volunteer full time regular employees whose designated holiday is the day for which work is being scheduled, by seniority.**
3. **Volunteer non-scheduled, full time regulars who volunteer to work overtime by seniority.**
4. **Non-volunteer full time employees whose designated holiday is the day being scheduled by juniority.**
5. **Non-volunteer full time employees whose N/S day is the day being scheduled by juniority.**

ITEM # 14
OVERTIME DESIRED LIST

The overtime desired list is to be posted two weeks prior to each calendar quarter. List will be posted by section, tour and craft. Those employees desiring to work overtime must sign sheet so indicating this desire. After two weeks, it will be closed with no further entries. Those employees signing the overtime desired list will be required to work overtime in accordance with Article VIII, Section 5.C.1.D,E,F of the National Agreement. The overtime desired list shall be utilized on a rotating basis, by seniority. **APWU – Detroit District Area local will be provided with a copy of the overtime desired list each quarter.**

The overtime desired list will be established as follows:

- 1. Mail Processing Clerks**
 - a. 12 hour list**
 - b. 10 hour list**
 - c. NS List**

- 2. Window Service Clerks**
 - a. 12 hour list**
 - b. 10 hour list**
 - c. NS days**

- 3. All other customer service and administrative clerks.**

- 4. Maintenance**

- 5. Bulk Mail Unit**

Employees signing the 12 hour list must also sign the 10 hour list.

When it is necessary to force non-overtime desired list employees to work overtime employees on all separations of the overtime desired list are required to work 12 hours in accordance with Article VII, Section 5.TG. This is inclusive of each section.

When the overtime desired list from one section is exhausted, management may schedule employees from the other overtime desired lists who possess the necessary skills.

Employees' names currently on the Overtime Desired List will carry over into the new quarter unless they remove their name from the list in writing.

ITEM # 15

NUMBER OF LIGHT DUTY ASSIGNMENTS TO BE RESERVED FOR TEMPORARY OR PERMANENT LIGHT DUTY ASSIGNMENTS

Light duty assignments, both permanent and temporary, are assignments awarded to employees who are unable to perform all their duties due to some illness or injury. A minimum of two assignments will be allocated to the total crafts represented by the APWU in accordance with provisions of Article XIII of the National Agreement.

ITEM # 16

LIGHT DUTY ASSIGNMENTS

Light duty assignments will not be made so as to adversely affect regularly assigned employees.

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ITEM # 17

IDENTIFICATION OF LIGHT DUTY ASSIGNMENTS

In accordance with the provisions of Article XIII of the National Agreement, light duty assignments may include, but are not necessarily limited to the following work functions, and commensurate with the employee(s) limitations:

1. Distribution of mail (letter cases/flat cases)
2. Stamping forms and envelopes
3. Project type (quantity) photocopying

ITEM # 18

REASSIGNMENT

The identification of assignments comprising a section when it is necessary to reassign within the installation is as follows:

Section 1. Mail Processing

Section 2. Window Clerks

Section 3. All other customer service and administrative clerks

Section 4. Maintenance

For purposes of applying Article 12.5.c.5 of the National Agreement, the entire installation by craft shall be considered one Section.

**ITEM # 19
EMPLOYEE PARKING**

Employee parking is available on a first come/first served basis restricted to the paved lots at the east and west end of the building, exclusive of the designated parking, fire lanes, and maneuvering areas.

**ITEM # 20
ANNUAL LEAVE TO ATTEND UNION ACTIVITIES REQUESTED
“PRIOR TO” CHOICE PERIOD SELECTIONS**

Annual leave requests of union officials submitted prior to determination of choice vacation selections to attend union activities, shall not be charged to the choice period.

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ITEM # 21
CRAFT ITEMS

LABOR - MANAGEMENT COMMITTEE ITEMS

- 1) Labor / Management meetings will be held quarterly on the first Wednesday of the quarter at 10:00 a.m., unless the parties agree to another date, and provided agenda items are submitted.**
- 2) Agenda items must be exchanged at least 72 hours prior to the meetings.**
- 3) Where agenda items do not warrant a regularly scheduled meeting, discussions may take place by mutual agreement in lieu thereof.**

SAFETY & HEALTH

- 1) The Local Safety & Health Committee shall be governed by Article 14 of the Collective Bargaining Agreement.**
- 2) The Local Safety & Health Committee shall meet on the last Wednesday of each month at 11:00 am. on official time.**
- 3) Minutes shall be taken, posted on bulletin boards, and disseminated to Committee members at least one week prior to the next meeting.**

- 4) **Health services available to employees for the treatment of job related injuries or illness will be posted in each Station. Emergency telephone numbers such as for police, ambulances, and fire departments shall be posted in each Station.**

BULLETIN BOARDS

- 1) **The employer shall furnish a standard bulletin board for use by the Union at each Station and Facility where represented employees are assigned.**
- 2) **In the Main Post Office, in view of the number of employees there in the various crafts represented, separate bulletin boards shall be furnished for Clerks and Maintenance employees.**
- 3) **The Union will be allocated adequate space in each Station and Facility for a literature rack.**

USE OF PHONE

- 1) **Upon request, employees in each Station and Facility shall have reasonable access to a telephone for personal calls.**
- 2) **Every consideration will be given to telephone use by employees to arrange off work obligations as may be necessitated by the requirement of overtime work by the Employer.**

EMPLOYEE CLASSIFICATION

The Union shall be consulted as far in advance as possible of planned establishment of full-time or part-time job assignments which involve work within the different Crafts or occupational groups represented by this Union, or which involve work related to both these and to other Crafts.

UNIFORMS AND WORK CLOTHES

Employees shall be allowed reasonable time to make appropriate clothes changes when their duties require them to alternate between either public and workroom or between normal and especially 'dirty' work (i.e., loading or unloading trucks) or outside work.

MAINTENANCE CRAFT

The parties agree that in the event that 2 employees within the same section submit requests for leave, or 2 employees at a Station, the leave request from the higher-ranked employee shall prevail.

ITEM # 22
SENIORITY REASSIGNMENTS AND POSTINGS

SENIORITY

- 1) Seniority for all employees represented by this Union shall be installation-wide, by Craft, except where otherwise specifically posted.**

- 2) A seniority list shall be posted and currently maintained for each Craft in each Station and Facility.**

- 3) Seniority lists shall show all employees in seniority order preferred assignments, and shall state service seniority.**

- 4) Employees shall normally work their duty assignments in accordance with Article 37.3, F.9 and Article 37.3, F.10 of the National Agreement. If it becomes necessary to have employees perform duties other than those duties listed on their specific duty assignment, the principle of seniority shall be observed provided the employee possesses the necessary skills.**

POSTING

Notice and announcement of vacancies and successful applicants shall be given to the **steward APWU, ALC-CIO Detroit District Area Local**. **The notice of successful bidder will be posted no later than ten days of the closing date.** The successful bidder must be placed in the vacant assignment within twenty-one days after notice has been posted announcing him/her as the successful bidder (except in the month of December). The successful bidder shall work the duty assignment as posted. A union representative, when available, will be present at time of opening of bids.

The union shall be notified of any changes in starting times. Any change in the starting time in excess of one hour will require re-posting unless the Union and the employee agree to reassign the affected employee(s) to the new starting time. If the incumbent(s) do not accept the new reporting time, assignment will be reposted pursuant to Article XXXVII of the National Agreement.

When an assignment undergoes any changes in duties, principal assignment area, or scheme knowledge requirements described in it's last posting, the installation head of his/her designee shall notify the union's president or his

designee thirty days prior to the proposed change. For instance of notification, the president or his/her designee will evaluate the change and within ten days discuss with the postmaster of his/her designee whether or not the position should be reposted.

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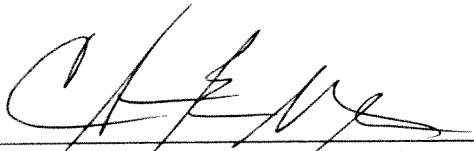
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LOCAL MEMORANDUM OF UNDERSTANDING

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 Southfield, Michigan 48037.

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.

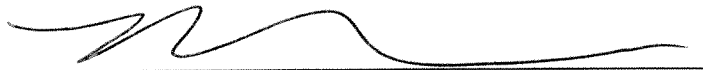
It is understood that those items currently contained in the previous Local Memorandum of Understanding, not in conflict or inconsistent with the terms of the National Agreement, shall remain in effect for the life of this agreement, including past established practices and employee privileges.



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

11-16-2011

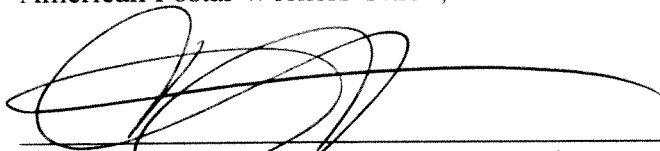
Date



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

11-16-11

Date



Chris Carr, 480-481 Director, Steward
American Postal Workers Union, AFL-CIO

11-16-11

Date



Tim Inman, O.I.C. Southfield Post Office
United States Postal Service

11-16-11

Date