

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

LOCAL MEMORANDUM OF UNDERSTANDING

UNITED STATES POSTAL SERVICE
TAYLOR, MICHIGAN 48180

2010 - 2015

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ITEM # 1
WASH-UP TIME

It is recognized that within the various crafts and duty assignments represented by the APWU - Detroit District Area Local, employees will be exposed to conditions requiring that they wash-up before eating and completing their tour of duty. The consideration under which each individual works may vary; therefore, the parties agree that the Installation Head will continue to grant reasonable wash-up time where conditions warrant.

ITEM # 2
BASIC WORK WEEK


The Basic Work Week of all Full-Time Regular Clerks shall be five days with fixed and/or rotating days off.

ITEM # 3
EMERGENCY CONDITIONS

When local emergency conditions warrant consideration of the curtailment or termination of postal operations, the Installation Head or his/her designee shall immediately examine the situation and its impact on the employees and the Postal Service. Employees in those areas affected may be granted

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appropriate leave. In event of an emergency, Management shall notify the local Union President or his/her designee as soon as possible.

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 or his/her designee to attempt to resolve the issue.

ITEM # 4 FORMULATION OF LEAVE PROGRAM

As soon as practicable after November 1st, Management shall solicit employees for their vacation selections for the following year. This will be done by seniority. The calendar method and 3971s shall be used to make employees requests and selections. No later than December 31st, the vacation calendar shall be posted indicating each selection awarded to the employee.

ITEM # 5 CHOICE VACATION PERIOD

During the months of January, February, September, October, November **and December, a total of two (2) employees shall be granted annual leave each week, one employee from each Section as identified below. After managements review of the vacation selections during this period, management will determine if two employees can be scheduled leave in the same Section to meet its quota under this ITEM.**



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During the months of March through August, a total of three (3) employees shall be granted annual leave each week provided not more than two (2) employees from each Section as identified below is granted leave.

All vacations shall be awarded by seniority by sections.

Sections as identified for leave purposes shall be Distribution Section (all employees with a Begin Tour time of 0500 and earlier) and Window Section (all employees with a Begin Tour time of after 0500).

Employees shall provide a one (1) week notice to management to cancel vacations in order to have the vacation re-posted. If less than one week notice is given to cancel a vacation, every attempt will be made to award the vacation vacancy.

Employees selecting a vacation week must take the full week.

An employee who has a week selected, but does not have the annual leave to cover the week, may select consecutive days of the week equal to the number of days of annual leave and the remainder of the week need not be re-posted.

All cancelled vacation weeks posted for bid will be awarded to the senior bidder.

**ITEM # 6
VACATION BEGINNING DAY**

All scheduled annual leave shall start on Monday and end on Sunday unless mutually agreed to an alternate day between Management and the employee.

**ITEM # 7
LEAVE OPTIONS**

During the first round of bidding, an employee entitled to fifteen (15) continuous days of annual leave may be granted this amount during their first choice. The employee at his/her option, may split their fifteen day entitlement into two selections, in units of either five (5) and ten (10) days, or five (5) and (5) five days.

An employee entitled to ten (10) continuous days of annual leave may be granted this amount during their first choice. The employee at his/her option may split their ten day entitlement in to two selection of five (5) and five (5) days.

After the first round of bidding is complete, additional rounds shall be provided and employees shall be granted vacant weeks until the quota is filled under ITEM # 5 provided on each additional round, employees may select only one choice (up to fifteen continuous days) during the round.



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The bidding shall end when all employees have had an opportunity to schedule all of their earned and banked leave.

**ITEM # 8
JURY DUTY AND UNION LEAVE**

Employee(s) called to Jury Duty during his/her scheduled choice vacation period shall be permitted to request additional leave in an amount equal to that used, during the other weeks in the choice period, as long as such request does not interfere with the scheduled vacations of other employees. On employee in attendance at National and State Conventions shall not have this time charged to the choice period.

**ITEM # 9
LEAVE SCHEDULING**

During the months of January, February, September, October, November December, a total of two (2) employees shall be granted annual leave each week provided no more than one employee from each Section as identified in ITEM # 5 is scheduled leave.

During the months of March through August, a total of three (3) employees shall be granted annual leave each week provided not more than two (2) employees from each Section as identified in ITEM # 5 is scheduled leave.

**ITEM # 10
LEAVE APPROVAL**

Upon completion of the vacation schedule, the approved scheduled leave will be posted by Wednesday preceding the New Leave Year.

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

No later than November 1st, the employer shall notify employees of the beginning date of the new leave year by a notice placed on the bulletin board.

**ITEM # 12
LEAVE OUTSIDE OF THE CHOICE VACATION PERIOD**

All employees requesting incidental annual leave shall submit a FORM 3971, in duplicate to Management. When approved and signed by the Supervisor, the duplicate shall be returned to the employee.

Employees shall be notified of Management's disposition for advance annual leave, no more than two work days after the request is made in triplicate and signed by the supervisor. Failure to notify the employee or Management's disposition shall automatically deem the requested leave approved.

**ITEM # 13
HOLIDAY SCHEDULING**

Employees will be scheduled for holiday work where it is needed and the skills required. When it is necessary to assign work on a holiday, qualified employees with the required skills shall be scheduled in the following order:

- 1. Part-time Flexible employees.**
- 2. Full-Time employees who have volunteered to work on their holiday or day designated as their holiday by seniority.**
- 3. Full-Time employees on Non-scheduled days who have volunteered to work by seniority.**
- 4. Full-Time employees who did not volunteer to work their holiday or day designated as their holiday by inverse seniority.**
- 5. Full-Time employees who did not volunteer to work for 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 with (2) separate Sections, Maintenance and Clerk.

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

THE ASSIGNMENT OF ILL AND/OR INJURED REGULAR WORK FORCE EMPLOYEES

The Installation Head or his designee shall consult with the Union when it becomes necessary to reassign employees represented by the Union to Light

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Duty. When an ill and/or injured employee has been approved for Light Duty employment, he/she will be assigned to duties within his/her job description that he/she is physically capable of performing.

ITEM # 18
EXCESSING WITHIN A SECTION

For the purpose of excessing the entire Postal Installation shall be considered as one Section by **Craft, Clerk (Window and Distribution) and Maintenance.**

ITEM # 19
PARKING

Parking for employees of this Postal Installation shall be on a first come, first serve basis in the designated areas.

ITEM # 20
UNION LEAVE OPTIONS

Steward(s) who request leave to attend Union activities that occur within the Choice Vacation Period will be considered on an individual basis.

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ITEM # 21
MAINTENANCE CRAFT

It is agreed that all vacant duty assignments will be posted by Notice of Intent to fill within thirty (30) days of the vacancy. All vacant duty assignments will be filled from the Promotion Eligibility Register and the Preferred Assignment Register.

ITEM # 22
CLERK CRAFT CHANGE IN STARTING TIME

When an assignment undergoes principal changes in starting time, exceeding one (1) hour radius, the incumbent employee shall have the option of assuming the new starting time, or declining to do so. If the incumbent declines, the position shall be posted for bid, and the incumbent may exercise his/her contractual right to bid on any vacant assignment.

The Union President shall be notified, by certified mail and consultation held, at the request of the Union prior to the initiation of any changes exceeding one (1) hour radius. The consultation shall be held at such time as to give the Union ample time to express its views and offer its input.

In each individual circumstance that an incumbent elects to assume a new starting time, the decision will be expressed in writing and shall bear the signature of the incumbent and the Union President or his/her designee,

signature of the incumbent and the Union President or his/her designee, which shall be identified in writing. In any situation where an intent to change is not evidenced by both signatures, the position shall be reposted.


If the incumbent chooses to decline the new starting time, his/her declination shall be expressed in writing, and Management will repost and fill the assignment within the contractual time Limits.

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 Taylor, Michigan 48180.

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.

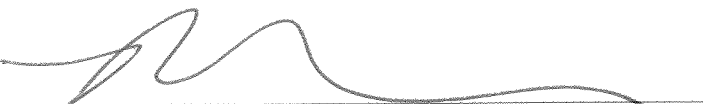
It is understood that those items currently contained in the previous Local Memorandum of Understanding, not in conflict or inconsistent with the terms of the National Agreement, shall remain in effect for the life of this agreement, including past established practices and employee privileges.



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

11-10-2011

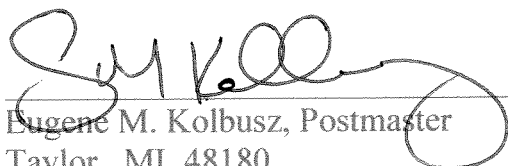
Date



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

11-10-11

Date



Eugene M. Kolbusz, Postmaster
Taylor, MI 48180

11/10/11

Date