

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

LOCAL MEMORANDUM
OF
UNDERSTANDING

UNITED STATES POSTAL SERVICE
LAMBERTVILLE, MICHIGAN 48144

2015 - 2018

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ITEM #1
WASH-UP TIME

Management will grant a reasonable wash-up time to those employees who perform dirty work or work with toxic materials.

Established practices of employee breaks shall continue for the duration of this agreement.

ITEM # 2
BASIC WORK WEEK

A regular work week schedule for full – time clerks shall be with fixed days off.

ITEM # 3
EMERGENCY CONDITIONS

When local emergency conditions warrant, Management will take whatever actions may Be necessary to carry out its mission in emergency situations. This will be done to ensure the preservation of the health and welfare of the Postal Employee at this Installation.

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

- A. Safety and health of employees.
- B. Civil disorders.
- C. Acts of God.
- D. Orders of local authorities.

Every consideration shall be given to leave requests submitted by employees in those areas affected.

The local Union representative or Local Union Officer shall be notified as soon as possible when breakdown of air conditioning or heating units result in abnormally warm or cold working conditions.

ITEM #, 4 LEAVE PROGRAM

1. Date of submission for Choice Vacation: leave will be granted on a seniority basis for the choice vacation period as follows:
Application for leave during the choice periods will be submitted by employees on a vacation slip, PS FORM 3971, or Calendar

System, between the 1st and the 20th of December each year. Each employee shall be given no longer than four (4) working days to make their selections or they will be by-passed to the next senior employee until they are ready to select from the weeks remaining.

2. Ill during vacation: Clerks becoming ill while on annual leave during the choice period may select a different vacation schedule provided there is open time and the number of employees off does not exceed the maximum allowable.
3. Reposting of cancellations: All cancellations shall be reposted as soon as possible.
4. Exchanging of leave: Exchanging of leave is not to be permitted without approval of the employee, employer and union representative.
5. Vacation call – in: No clerk will be called in to work while on annual leave without his/her consent.
6. Emergency leave: Emergency leave shall be considered on its own individual merits and priority given to the greatest extent possible.

ITEM # 5
CHOICE VACATION PERIOD

The choice vacation period shall extend from the first full week of January through the last full week of November each calendar year including December 26th through January 1st for the duration of this contract.

ITEM # 6
VACATION BEGINNING DAY

The day designated as the first of beginning day of an employee's vacation period shall be Monday. Exceptions may be granted by mutual agreement.

ITEM #7
LEAVE OPTIONS

Employees may at their option, in accordance with Article 10 of the National Agreement, request two (2) selections during the choice vacation period, in units of either five (5) or ten (10) working days.

ITEM # 8

WHETHER JURY DUTY AND ATTENDANCE TO NATIONAL AND STATE CONVENTIONS WILL BE CHARGED TO CHOICE PERIOD

Employees requiring to be on jury duty and such jury duty falls at a time of their selection vacation time may select a different vacation schedule providing there is open time and the number of employees off does not exceed the maximum allowable.

Employees making a request to attend union conventions will not have such time charged against their choice vacation selection provided that management is given the inclusive convention dates (including travel time) prior to the original posting of the choice vacation schedule to this period can be reserved and blocked out on the vacation chart. Not more than one (1) employee may be granted leave to attend union conventions. The number of employees off during the convention period is not to exceed the maximum allowable during the choice period.

ITEM # 9
LEAVE SCHEDULING

The maximum number of employees who shall be scheduled to receive annual leave each week during the choice vacation period shall be one (1) of the total complement of clerk, including part-time clerks.

ITEM # 10
LEAVE APPROVAL

Each clerk craft employee will submit, following final selection of their choice vacation period(s), FORM 3971 in duplicate, filling in all applicable items. Management will furnish to the employee the duplicate copy indicating the vacation period approved for him/her within five (5) days after the selection period closes.

ITEM #11
NOTIFICATION OF NEW LEAVE YEAR

Management shall post on their bulletin board a notice advising employees of the beginning date of the new leave year in accordance with Article 10 of the National Agreement. The notice is to remain posted throughout the year.

ITEM # 12

LEAVE OUTSIDE THE CHOICE VACATION PERIOD

Other than during the choice vacation period, submission of PS FOPRM 3971, in duplicate to the immediate supervisor, shall be the method of employees requesting annual leave. Such requests shall be considered on a first - come first - serve basis. Application can be submitted any time after November 1st for the year following, provided the total number of employees off on scheduled annual leave shall not exceed the total number allotted off listed in # 9 of this Memorandum.

The supervisor will approve or disapprove the request within four ((4)) days of receipt of the application and return the duplicate copy to the employee. Failure to provide the employee with the duplicate copy within four days from the date it was received and signed by the Supervisor/Postmaster, shall deem the request approved.

ITEM # 13
HOLIDAY SCHEDULING

The employer shall determine the number and categories of employees needed for holiday work and a schedule shall be posted as of the Tuesday proceeding the service week in which the holiday falls.

Management will select Clerks to work on holidays in the following order:

1. Part-time Flexible Employees.
2. Casuals
3. Full-Time Regulars who volunteer to work on their holiday or day designated as a holiday – by seniority.
4. Full-Time Regulars who volunteer to work on their non - scheduled day – by seniority.
5. Full – Time Regulars who did not volunteer on what would otherwise be their designated holiday by juniority.
6. Full – Time Regulars who did not volunteer on what would otherwise be their non – scheduled day by juniority.

ITEM # 14
OVERTIME DESIRED LIST

The overtime desired list shall be established as Office wide.

ITEM # 15 - 16 - 17
LIGHT DUTY

Employees may be assigned light duty that they are capable of performing consistent with limitations specified in the medical certification for light duty.

ITEM # 18
IDENTIFICATION OF A SECTION

For the purpose of excessing, the entire installation shall be considered a section.

ITEM # 19
PARKING

The employee parking spaces shall be utilized on a first – come, first - serve basis.

ITEM # 20

OTHER ITEMS SUBJECT TO LOCAL NEGOTIATIONS

When an assignment undergoes a change in starting time, exceeding one hour, the APWU shall be notified, in writing, ten (10) days prior to the proposed change.

Any changes in starting time in excess of one hour will require reposting, unless the Union and the Employer agree to reassign the affected employee(s) to their new starting time.

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 Lambertville, Michigan 48144.

This agreement is entered into pursuant to the terms of Article 30 of the 2015- 2018 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.



Keith M. Combs, Sr., President
American Postal Workers Union, AFL-CIO

10-24-2016

Date



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

10-24-16

Date



Peggy Swander
Lambertville Post Office 48144

11/14/2016

Date