

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

LOCAL MEMORANDUM OF
UNDERSTANDING

UNITED STATES POSTAL SERVICE
YPSILANTI, MI 48197

1999 - 2000

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ITEM # 1
WASH-UP TIME

All employees who perform any of the following 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 five minutes wash-up prior to the end of the employees work day.

Employees in these crafts doing work not specified herein who have reason to believe that 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 Basic Work Week for the entire installation shall be as previously established with fixed days off.

ITEM # 3
EMERGENCY CONDITIONS

When local emergency conditions warrant wholesale closings of businesses and other local industries, responsible management officials shall immediately

examine the situation and its impact on the employees and the Postal Service. Employees in those areas affected may be granted appropriate leave.

Utilization of the scheduled work force shall be determined by the severity of the specific situation as it relates to the Post Office and the needs of the service with specific emphasis on the preservation of the health and welfare of the postal employees at the local installation

When an alleged explosive device has been discovered or a threat made against the 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 appropriate authorities.

ITEM # 4
LEAVE PROGRAM

All regular and part-time flexible employees in craft units under the jurisdiction of the APWU Detroit District Area Local must be given the opportunity to scheduled vacation time equivalent to his/her accrued annual leave (including annual leave for the current year being scheduled) in accordance with the following provisions of this Agreement:

When for any reason, choice periods become open, these periods will be posted to the senior bidder, provided management is given a fourteen (14) day prior notice of such a cancellation. Such notice shall be in writing. If less than fourteen (14) days notice of cancellation is given, every effort will be made to award the open period to a senior employee. It shall be required that the successful bidder have an adequate amount of annual leave to cover this period. Requests will be made by tour, duty assignment, by PS level and/or classification and overall seniority shall prevail.

ITEM # 5
CHOICE PERIOD

Two employees in each Section shall be off each week during the Choice Vacation Period of January through May and October through November 30th. Three employees in each Section shall be off each week of the designated Prime Time months of June, July, August and September, and the designated holidays' week as listed below:

- | | |
|---------------------------------------|----------------------|
| 1. New Years Day | 6. Independence Day |
| 2. Martin Luther King, Jr.'s Birthday | 7. Labor Day. |
| 3. Washington's Birthday | 8. Columbus Day |
| 4. Easter | 9. Veterans Day |
| 5. Memorial Day | 10. Thanksgiving Day |

ITEM # 6
VACATION BEGINNING DAY

All scheduled vacation leave must start on Monday and end on Saturday unless a change is agreed to on an individual basis between the Union, the employee and the employer.

ITEM # 7
LEAVE OPTIONS

An employee, depending on his/her option, may request two selections during the Prime Period which shall be considered as the months of June, July, August and September and the week of the designated holidays in units of either one or two weeks.

An employee, depending on his/her eligibility, may at their option request and shall be granted up to five consecutive weeks during the months of January, February, March, April, May, October, November and December.

ITEM # 8
JURY DUTY/UNION LEAVE

Jury Duty, Military Service or attendance at Regional, National or State Conventions shall not be charged to the prime or choice vacation period. An employee who loses his/her original scheduled vacation shall be entitled to make another selection. In addition, requests for leave to conduct union business made by the Union's President, Executive Vice President and/or Craft Director shall be approved.

ITEM #9
LEAVE SCHEDULING

In the Main Office, two employees per week must be allowed vacation leave during the Choice Period of January, February, March, April, May, October and November. Three employees per week must be allowed vacation leave during the weeks of the Prime Time during June, July, August and September and the week of the designated holidays as cited in ITEM # 5. At no time will more than two (2) window Clerks be permitted vacation during the same week

CHRISTMAS WEEK: Three employees shall be off during the week of Christmas. The exact week will be determined by the employer and the APWU Steward.

In the Ypsilanti Detached Distribution Center (DDC site), one employee shall be allowed vacation during the periods cited above, with the exception of the months of July and August, when two (2) employees will be permitted vacation.

ITEM # 10
LEAVE APPROVAL

On the first week in December, a master sheet for vacation selection will be passed around according to seniority. Upon completion of vacation schedule by December 31st, employees will submit a FORM 3971 in duplicate with duplicate being returned to the employee within three (3) days showing approval.

ITEM # 11
NOTIFICATION OF NEW LEAVE YEAR

All employees shall be notified by November 1st as to the beginning and end of the new Leave Year. In addition, notification shall be posted on all official bulletin boards behind glass.

ITEM # 12

LEAVE OUTSIDE CHOICE PERIOD

All employees requesting advanced 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 three (3) days after the request is made.

Requests for annual leave after January 1st of each calendar year must be granted on a first come, first serve basis until the complement is filled as per ITEM # 9.

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 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

The employer will determine the number and categories of employees needed for holiday work. Immediately after this determination is made, but no later than Tuesday proceeding the service week in which the holiday falls, the employer will notify the Union of:

A. The number and categories of employees needed for holiday work.

By the Tuesday proceeding the service week in which the holiday falls, the Employer will post a separate holiday schedule for each station. The employer shall schedule qualified employees for the holiday in the following order and their names shall appear on the posted schedule in the same order:

- A. Any volunteer non-scheduled, Full-time Regular employee who volunteers to work on overtime, with seniority prevailing.

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

- C. Any volunteer Part-time Flexible schedule employee.
- D. All Casuals, even if overtime is required.
- E. Non-volunteer Part-time Flexible schedule employees, with inverse seniority prevailing, even if overtime is required.
- F. Non-volunteer, non-scheduled Full-time Regular employees to work on overtime, with inverse seniority prevailing.
- A. Non-volunteer Full-time Regular employees whose designated holiday is the day being scheduled, in a rotating basis, beginning with the junior employee.

The Union shall be provided with a copy of each holiday schedule posted for each section, no later than the Tuesday proceeding the holiday.

ITEM # 14
OVERTIME DESIRED LIST

The Overtime Desired list shall be by section, which for the purpose of overtime, shall be:

1. Accounting Section.
2. Mail Processing Section.
3. Window Section.
4. Detached Distribution Center (DDC).

ITEMS # 15, # 16 & # 17
LIGHT DUTY ASSIGNMENTS

DEFINITION OF LIGHT DUTY: Light duty is a duty which can be performed by an ill or injured employee without creating a hazard to himself or to other employees.

Notification of the assignment of clerical employees to light duty status shall be made known to the Union.

Whenever possible, a Light Duty Assignment will basically include the maximum utilization of the employee on scheme distribution for which the employee is qualified and physically capable of.

Duties to be considered in establishing Light Duty Assignments are as follows; but are not limited to:

1. Filing.
2. Office Work.
3. Sorting Letter Mail.
4. Phone.

ITEM # 18
EXCESSING

For the purpose of reassigning within a Section due to an excess situation within a section, it shall be done according to Section defined as Maintenance Section and Clerk Section.

ITEM # 19
PARKING

If available on Postal Premises, Parking shall be provided for handicap employees. All other parking shall be on a first come, first serve basis.

ITEM # 20
UNION LEAVE OPTION

An elected or appointed officer of the Union may request leave to attend National, regional or State Conventions, subject to the National Agreement, Article 10. The Officer may use annual leave or he/she may request LWOP. This leave shall not be charged to the Choice Period.

ITEM # 21
SENIORITY LIST

The Installation Head shall post an updated Seniority List each calendar quarter at each Section. The List shall be divided according to Crafts, being Maintenance and Clerks. A copy shall be provided to the APWU - Detroit District Area Local.

ITEM # 22 A
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.

ITEM # 22 B

SENIORITY, REASSIGNMENTS & POSTINGS

INFORMATION ON NOTICES: Notice and announcement of vacancies and successful applicants shall be provided to the Union.

SUCCESSFUL BIDDER: The successful bidder will be posted within five (5) working days of the closing date. The successful bidder must be placed in the new assignment within twenty-one (21) days. The successful bidder shall work the duty assignment as posted.

ARTICLE 2

ADMINISTRATION & INTERPRETATION

- A. **FREQUENCY** Labor/Management Meetings shall held on the second Wednesday of each month, unless changed by prior mutual consent.

- B. TIME Meetings shall convene at a prearranged time.
- C. AGENDA Agenda items to be discussed shall be exchanged at least one full workday before the scheduled meeting. Items not placed on such agenda may be discussed by mutual consent of the parties.
- D. RECESS Should the agenda not be completed at a meeting, the meeting shall be recessed and concluded at a mutually agreeable time.
- E. PARTICIPATION Representation of the Organization shall not exceed one (1) on official time. Additional Organization Members may attend on their own time of a number equal that of Management, but not to exceed a total of four (4).

ARTICLE 10
REST BARS

SECTION 1. Rest Bars shall be furnished for each sorting scheme case as stated in the National Agreement for periods of sustained distribution.

ARTICLE 23
DUTY ASSIGNMENTS

If for any reason the starting time of a duty assignment(s) is changed by an hour or more, the incumbent shall have the option to accept the new reporting time.

If the incumbent fails to exercise his/her option on the new starting time, then the duty assignment shall be posted for bid.

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 POST OFFICE IN YPSILANTI, MICHIGAN 48197.

THIS AGREEMENT IS ENTERED INTO PURSUANT TO THE TERMS OF ARTICLE 30 OF THE 1998 - 2000 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 UFE OF THIS AGREEMENT, INCLUDING PAST EMPLOYEE PRACTICES AND PRIVILEGES.

5-19-99	ROGER R. HOLBROOK, PRESIDENT APWU
5-19-99	PATRICK A. CHORNOBY, VICE PRESIDENT APWU
5-19-99	AL SHEREROOK, YPSILANTI CHIEF STEWARD
5-25-99	RONALD H MUTSCHLER, POSTMASTER YPSILANTI