

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

LOCAL MEMORANDUM OF UNDERSTANDING

UNITED STATES POSTAL SERVICE
ANN ARBOR, MI 48106

2000-2003

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ITEM #1
WASH-UPTIME

Employees will be granted wash-up time in accordance with established past practice, with any additional time to be granted when conditions warrant.

ITEM #2
BASIC WORK WEEK

All Full-time Regular Employees must have a regularly scheduled workweek of five (5) days with fixed days off. To the maximum extent possible, such workweeks shall consist of five (5) consecutive days.

ITEM #3
EMERGENCY SITUATIONS

Guidelines for the curtailment or termination of postal operations to conform to local conditions because of emergencies shall give full consideration, but not be limited to, such conditions as:

- A. The Safety & Health of the employee.
- B. Civil Disorders
- C. Acts of God
- D. Advice of local Authorities.
- E. Hazardous weather conditions.
- F. Wholesale closing of businesses and other offices.
- G. Bomb threats, or reasonable cause to believe in the presence of a chemical or biological contaminant in the installation. With regard to a reasonable suspicion of a bomb threat, or the reasonable suspicion of the presence of a chemical or biological contaminant, employees shall be permitted to request appropriate leave.

The Postmaster or his/her designee shall notify the ranking APWU Representative on duty with all expediency when such conditions as listed above arise. Management will notify employees at the earliest possible opportunity of termination or curtailment of postal operations. Such notification will be by telephone and/or available public media.

ITEM #4, FORMULATION OF LEAVE PROGRAM

Vacations will be granted by Section as identified in Item 9. Overall seniority shall prevail, except where otherwise noted (i.e. Maintenance Craft.)

CHANGE OF VACATION SELECTIONS

An employee moving from one Section to another Section will keep their initial vacation selection.

CANCELLATION OF VACATION

If an employee relinquished one or more weeks during the choice leave period, Management shall record the relinquishment on the appropriate posted leave schedule as soon as possible, and that vacation period shall be posted for bids to the employees within that Section. Every possible consideration shall be given to such requests, and they shall be granted on the basis of seniority.

When an employee cancels a vacation, that period of time will be offered to the employee(s), within that Section according to seniority, that originally requested that time period during the original vacation planning, as soon as possible. These employees will have at least 24 hours to decide if they wish to take such leave, provided they have enough leave to cover the time requested.

If no employee chooses to utilize this option, then the vacation period will be opened for all requests and given every possible consideration within that Section and/or Tour.

In the event that an employee is approaching a week or weeks of scheduled vacation, but has completely exhausted their annual leave balance, and *management does not approve the use of LWOP*, the week or weeks shall be posted for bids to other employees in the section with a sufficient leave balance and awarded in accordance with the above. If no employee in that section requests leave for that week or weeks, management may permit the employee to take the scheduled vacation on LWOP.

EARNED LEAVE - NON CHOICE

Annual leave during the non-choice period may also be selected in advance, together with choice period leave, in units of five (5) or more consecutive working days.

ITEM #5 DURATION OF CHOICE VACATION PERIOD

The choice vacation period will run from the first full service week in January, through the last service week beginning during the month of November, plus the period December 25 through December 31. Leave requests during the month of December will be given every possible consideration.

The period from January 1 to the beginning of the first full service week in January shall be considered "non-choice," and shall be treated as "incidental" leave to be requested after the first two rounds of vacation selection, in accordance with Item 10.

ITEM #6 BEGINNING DAY OF VACATION PERIOD

Leave periods will normally start on a Sunday. However, the starting day of a period of leave may be adjustable by mutual agreement between the employee, the Union and the Employer.

Supervisors shall make every effort to avoid scheduling employees on their non-scheduled days, holidays, or designated holiday, immediately preceding or immediately following a period of vacation. However, such employees shall be permitted to notify their immediate supervisor of their availability for such work.

ITEM #7
SPLITTING VACATION CHOICE

At the employee's option and at the employee's earning level, an employee may make and be granted leave selections during the choice period as follows:

On the first selection of bidding:

- a) Employees earning 13 days annual leave per year may make one (1) selection of ten (10) continuous working days or two (2) selections of five (5) working days each.
- b) Employees earning 20 to 26 days annual leave per year may make either one (1) selection of 15 continuous working days or two (2) selections, one of ten (10) continuous working days and a second of five (5) continuous working days.
- c) After first selections, in accordance with the above language, employees may schedule the remainder of their leave.

ITEM #8
CONVENTION TIME AND JURY TIME

Jury duty and attendance at National or State Conventions shall not be charged to the Choice Vacation Period.

Such employee(s) shall be given every consideration possible to make selections of other periods of equivalent vacation during the choice vacation period.

ITEM #9
MAXIMUM NUMBER OF EMPLOYEES ON LEAVE EACH
WEEK DURING THE CHOICE VACATION PERIOD

A maximum of fourteen percent (14%) and the major fraction thereof of employees, assigned to the sections so designated for leave purposes, shall be permitted leave each week during the peak period from the second service week in April through the last service week in September.

Green Road and Liberty Stations shall be allowed two (2) clerk craft employees annual leave per Office during the peak period.

A maximum of twelve percent (12%) and the major fraction thereof of employees, assigned to those sections so designated for leave purposes shall be permitted leave any time other than the peak period.

Management may, at their discretion, allow additional employees over and above these maximum levels, to take vacation time.

The Sections designated for leave purposes are as follows:

- A) Tour 1
- B) Tour 2
- C) Tour 3
- D) Office Section
- E) CMU
- F) Bulk Mail Entry (Bulk Mail Technician, Bulk Mail Relief & Pool Clerks)
- G) South University Station
- H) Liberty Station
- I) MPO Window & Window Distribution Clerks
- J) Maintenance craft, Levels 3 and 4
- K) Maintenance craft, Levels 5 and above
- L) Motor Vehicle Craft
- M) Green Road Station

The parties annually prior to the beginning of the vacation selection process shall review the number of leave slots allotted to a section. The number of employees said to be in each section shall include part-time flexible employees, unencumbered employees, and all other full-time regular positions in a section which may be currently authorized and posted or about to be posted for bid.

ITEM #10 VACATION NOTICES

Beginning on the last Monday in November, the employer shall commence the vacation selection process as follows:

A calendar for each section, as identified in Item 9, shall be utilized. Employees shall be called in seniority order to make their initial vacation selection, in accordance with Item 7, by initializing the week or weeks that they choose. At that time, the employee shall also submit a form or forms PS 3971 in duplicate, with a copy for each approved period to be returned to the employee immediately. Beginning no later than two weeks after the beginning of the first round (or sooner if the first round is completed) a second round of vacation selection shall be conducted in the same manner as the first round, in accordance with Item 7. On the day he/she is called to make their vacation selection, during either the first or second round, an employee may be granted until their next regularly scheduled workday to make their choice, upon their request. In the event that such employee is absent from work for a period of five (5) days or longer, they shall be contacted at home, by mail or telephone, and afforded the opportunity to make their

selections on a form or forms PS 3971. If there is no response from the employee within the five (5) days, they shall be passed over and the selection process shall resume. Any employee anticipating their absence during the entire vacation selection process (extended illness, jury duty, out-of-town training, military service, etc.) shall be permitted to make their selections on a form or forms PS 3971 prior to their period of absence. Such choices shall be considered in seniority order in accordance with Item 7. The completed vacation schedule shall be posted no later than December 30. Employees shall at that time be permitted to submit requests for "incidental" leave (increments of less than 1 week but at least 8 hours.) In the event that multiple requests are received from employees in the same section for the same period, the senior employee's choice shall take precedence. All such requests made after December 30 shall be considered on a "first-come, first-served" basis. Failure by the employer to post the completed vacation schedule by December 30, unless agreed to by the parties, shall result in the approval of all leave requests made on employees initial round of selection.

ITEM #11
LEAVE YEAR NOTICE

The employer shall no later than November 1st, publicize on bulletin boards the beginning date of the new leave year in accordance with Article 10, Section 4A, of the National Agreement.

ITEM #12
NON-CHOICE LEAVE

Employees requesting advance leave, and not included in vacation scheduling, shall submit a 3971 in triplicate to their immediate supervisor, a copy of which shall be signed and returned to the employee by the end of the tour. The supervisor shall return a copy of the approved or disapproved PS form 3971 to the employee no later than the day prior to the day requested, or within four (4) days of submission, whichever comes first. Failure to do so shall deem the leave approved.

Such leave shall be by sections as identified in Item 9. All such requests shall be considered on a "first-come, first-served" basis, within the percentages set forth in Item 9.

It is agreed this leave may be used for filling open vacation spots, however, the total number of employees granted leave shall not exceed 14% during the peak period as identified in Item 9, or 12% during the non-peak period. Annual leave or LWOP, if annual leave is exhausted, shall be granted in the case of death or birth in the immediate family or any APWU Craft employees. Emergency leave shall not be limited to births or deaths, but will be considered on an individual basis.

ITEM #13
HOLIDAY SCHEDULING

As many Full-time and Part-time Regular scheduled employees as can be spared will be excused from duty on a holiday or day designated as their holiday.

The employer will determine the number and categories of employees needed for holiday work in each section, the holiday schedules shall be provided to the APWU no later than the Wednesday preceding the week of the holiday.

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

- a) PTF's, even when the payment of overtime is required.
- b) Full-time Regular employees, in order of seniority who have volunteered to work on the holiday or day designated as their holiday when such day is part of their regular work schedule.
- c) Full-time Regular employees, in order of seniority, who have volunteered to work on a holiday or a day designated as a holiday whose schedule does not include that day as a scheduled workday.
- d) Casuals.
- e) Full-time Regular employees, in inverse order of seniority, who have not volunteered to work on the holiday or day designated as a holiday, when such day is part of their regular work schedule.
- f) Full-time Regular employees, in inverse order of seniority, who have not volunteered to work on the holiday or day designated as a holiday, and would be working on what otherwise would be their non-scheduled workday.

ITEM #14
OVERTIME DESIRED LIST

Overtime Desired Lists shall be established by sections as identified in ITEM #9. The Overtime Desired List shall be posted in a conspicuous place.

The APWU shall be provided with a copy of the overtime-desired lists for all sections at the beginning of each quarter, and shall be informed of any additions to, or deletions from, an overtime-desired list during the course of the quarter.

The parties agree that employees may only be permitted to place their name on their respective overtime-desired list prior to the beginning of the quarter, with the following exceptions:

1. Part-time flexible employee converted to full-time during the course of the quarter
2. Employee bidding from one section to another, provided that the employee was already on the overtime desired list in their prior section.

3. Employee absent from work during the entire 2-week sign up period, in which case the employee may be permitted to sign the overtime desired list during the first week of their return.

ITEM #15
NUMBER OF LIGHT DUTY ASSIGNMENTS

Light duty assignments, both permanent and temporary, for craft employees represented by the APWU, are assignments awarded to employees who are unable to perform all their duties due to some illness or injury.

ITEM #16 & #17
ASSIGNMENT OF ILL OR INJURED EMPLOYEES

Light duty assignment establishments, changes and discontinuations, shall be arranged through prior consultation between a designee representative of the employer, the employee concerned, and that employee's immediate Supervisor.

Whenever possible, light duty assignments shall be consist of the employee's regularly assigned duties, modified to meet medical limitations.

When not feasible for an employee's light duty assignment to consist of his/her modified regularly assigned duties, the light duty assignment shall, when possible, be within the employee's own Craft.

- a) Light duty assignments shall not be established which will 'bump' an employee from a regular bid position. Light duty assignments will be created from work that is supplemental to regular assignments, even if this necessitates a reduction in the hours of the supplemental work force.
- b) Such assignments could include, but not be limited to duties of the type enumerated below:
 - 1) Culling Area.
 - 2) Processing 3579's.
 - 3) Filing insured, registered and certified mail receipts.
 - 4) Assistance to General Clerk, such as providing zip code information to the public, etc.
 - 5) Employees with typing skill may be utilized in areas where typing assistance is needed.
 - 6) Labeling distribution cases.
 - 7) Box Section.
 - 8) Central Mark-up.
 - 9) Letter Cases/Flat Cases.
 - 10) Such other jobs as mutually agreed upon by the Employer and the Union.

Whenever it may be proposed to include duties of another Union's craft in an employee's light duty assignment, the representatives of the other Union shall become

a party to the discussion under Section 1 preceding. Whenever it may be proposed to include Clerk Craft duties in the light duty assignment of an ill or injured employee from another Craft, the APWU shall become a party to the discussions under Section 1 preceding.

ITEM #18
REASSIGNMENTS - EXCESSING BY SECTION

Those groups designated as Sections for the purposes of excessing shall be as defined in Item 9.

ITEM #19
PARKING

The employer will enforce, to the maximum extent possible, a uniform program of employees parking regulations in all areas where the employer provides space for the employee parking.

Parking stickers shall be made available to employees daily at some time during their tour of duty.

The "upper lot" shall be maintained solely as a career employee lot except at such other brief emergency periods that the Postmaster might determine, excluding a maximum of two spots reserved for management. Parking in the "lower lot", bordered by the Post Office Building, not otherwise designated, shall be available for employee's use on a first-come, first-serve basis. The APWU Vice President's space shall remain a designated space.

A parking space shall be provided for the President or designee of the Union while on Union business at each Station where employees and/or USPS Official parking is provided.

In the event new or additional employee parking becomes available at any present or proposed facilities, or in the event of a possible reduction in the amount of employee parking at any present facility, consultations with the APWU shall occur at the earliest convenience.

A Labor/Management Committee shall be established including Representatives from the Liberty Station, the Green Road Station and the South University Station to consider and direct the assignment and usage of parking spaces allotted for employee use at the Liberty Station. The Committee shall discuss any and all parking problems at the Stations. Any issue not resolved by the members of this Committee shall be brought before a Labor/Management meeting and/or the grievance procedure for resolution.

ITEM #20
UNION LEAVE

Annual leave for Union activities, requested prior to the determination of the Choice Vacation Schedule, shall not be part of the Choice Vacation Plan.

Where leave for Union activities falls within an employee's selected period(s) of vacation during the Choice Vacation time, the employer shall make every reasonable effort to grant selections of equivalent periods.

ITEM #21
CRAFT ITEMS

LABOR - MANAGEMENT COMMITTEE ITEMS

- A) Labor — Management meetings will be held monthly on the last Wednesday of the month at 10:00 a.m., unless the parties agree to another date, and provided agenda items are submitted.
- B) Agenda items must be exchanged at least 72 hours prior to the meetings.
- C) Where agenda items do not warrant a regularly scheduled meeting, discussions may take place by mutual agreement in lieu thereof.

SAFETY & HEALTH

- A) The local Safety & Health Committee shall meet on the last Wednesday of each month at 11:00 am. on official time,
- B) Minutes shall be taken, posted on bulleting boards, and disseminated to Committee members at least one week prior to the next meeting.
- C) 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.

SCHEME COMMITTEE

- A) The local scheme committee shall be composed of one representative of the employer and one representative of the Union.
- B) All Committee members shall be furnished a Scheme Handbook, P0 402T.
- C) A copy of all schemes, directives, changes or implementations affecting scheme distribution shall be made available to all committee members.

BULLETIN BOARDS

- A) The employer shall furnish a standard metal-framed bulletin board for use by the Union at each Station and Facility where represented employees are assigned.

- B) 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.
- C) The Union will be allocated adequate space in each Station and Facility for a literature rack.

USE OF PHONE

- A) Upon request, employees in each Station and Facility shall have reasonable access to a telephone for personal calls.
- B) 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.

UNION MANAGEMENT COOPERATION

The Union shall receive copies of job postings and awards, personnel notices, posted communications and other Employer statements that affect employees in represented Crafts, concurrently with their issue.

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 the Green Road Station, the leave request from the higher-ranked employee shall prevail.

ITEM #22 PRINCIPLES OF SENIORITY, POSTING AND REASSIGNMENTS

SENIORITY

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

- B) A seniority list shall be posted and currently maintained for each Craft in each Station and Facility.
- C) Seniority lists shall show all full-time and part-time employees in seniority order preferred assignments, and shall state service seniority.
- D) 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 work outside of their duty assignments, the principle of seniority shall be observed.

POSTINGS

- A) The Union shall receive copies of all postings and awards.
- B) When several assignments are posted simultaneously, the employees may bid on any number, stating preferences in numerical order.
- C) Job bid notices shall remain posted for ten (10) full calendar consecutive days except for maintenance Craft job bid notices, which shall remain posted for seven (7) full calendar consecutive days.
 - 1) The bid notices shall state the time and date after which the bids will no longer be accepted.
 - 2) Bids shall not be posted nor bid closed on a Saturday or a Sunday.
- D) The notice to a successful bidder will state when that bid has been the employee's fifth successful bid during the life of the National Agreement.
- E) Sufficient changes require re-posting.
 - 1) Clerk Craft:
 - a) Changes in the basic workweek.
 - b) Changes of more than one hour in starting or ending time.
 - c) Changes in basic work location (Office of Station).
 - d) Addition of a scheme or schemes.
 - e) Permanent addition of a major or mobile credit or credits.
 - 2) Maintenance Craft:
 - a) Changes in the basic workweek.
 - b) Changes of more than two hours in starting or ending time.
 - c) Changes in the basic work location (Office or Station).
 - 3) Motor Vehicle
 - a) Changes in the basic workweek.
 - b) Changes of more than one hour in starting or ending time.
 - c) Changes in the basic work location (Office or Station).

In the Clerk and MVS Crafts, 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 their new starting time. The Union shall be notified in writing of all changes in starting times.

LOCAL MEMORANDUM OF UNDERSTANDING

THIS LOCAL MEMORANDUM OR 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 ANN ARBOR, MI 48106.

THIS AGREEMENT IS ENTERED INTO PURSUANT TO THE TERMS OF ARTICLE 30 OF THE 2000 - 2003 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 EMPLOYEE PRACTICES AND PRIVILEGES.

5-30-02	D. Duron V. Marshall, PRESIDENT APWU
5-30-02	Robert Banks, VICE PRESIDENT APWU
6-3-02	Richard Blake, ANN ARBOR VICE PRESIDENT
May 31, 2002	Tim Inman, POSTMASTER ANN ARBOR
5-31-2002	Tim Robertson, CUST. SERVICES COORDINATOR