

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

2000-2003 LOCAL MEMORANDUM OF UNDERSTANDING

UNITED STATES POSTAL SERVICE
DETROIT BULK MAIL CENTER
ALLEN PARK, MICHIGAN 48101

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ITEM 1
ADDITIONAL WASH-UP PERIOD

The existing policy of employee wash up time shall be continued for the duration of this contract.

ITEM 2
THE ESTABLISHMENT OF A REGULAR WORK WEEK OF FIVE DAYS WITH EITHER
FIXED AND/OR ROTATING DAYS OFF

There will be a regular five day work week with fixed days off. The Maintenance Craft will have fixed and/or rotating days off.

ITEM 3
GUIDELINES FOR THE CURTAIL OR TERMINATION OF POSTAL OPERATIONS TO
CONFORM TO ORDERS OF LOCAL AUTHORITIES OR AS LOCAL CONDITIONS
WARRANT BECAUSE OF EMERGENCY CONDITIONS

When local emergency condition warrant consideration of the curtailment or termination of operations, the Installation Head shall immediately examine the situation and its impact on the employees and the Postal Service for the purpose of granting 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 or their designee to attempt to resolve the issue.

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

- A. The safety and health of the employees.
- B. Acts of God.
- C. Bomb threat.
- D. Biological Hazard/Threat

A full contingency plan has been established and a copy is in the possession of all key Management personnel.

It is recognized that the basic objective is to insure the safety of all personnel.

When notified of a bomb threat, the Installation Head will immediately:

1. Notify the Postal Inspector.

2. Consult with the local emergency committee, local law enforcement authorities and others as deemed necessary to evaluate the bomb threat.
3. Notify the appropriate District and Area Authorities.
4. Make the decision regarding the evacuation or non-evacuation of the building.
5. When an alleged explosive device has been discovered and verified by a Postal and/or City Official, the decision will be made to evacuate all or part of the building as determined appropriate until all safety measures have been taken by the proper authorities.
6. Management will notify the APWU Local President and the APWU BMC Vice President immediately if any condition exists that involves the safety and health of the BMC employees.

E. HVAC Control:

1. It is established that it is intended to provide a safe and healthy environment for all personnel.
2. If the HVAC systems should become inoperative and the temperatures become extreme and a safe environment cannot be maintained, the Installation Head will:
 - a. Consult with the local emergency committee, District and Area engineering units and others as deemed necessary to evaluate if and when an unsafe environment does exist.
 - b. Notify the Union Stewards of the conditions and keep the employees apprised as to what is being done to repair the inoperative system.
 - c. Give consideration to any request for leave in accordance with established leave procedures.
3. On the days that management receives numerous complaints of extreme temperatures. Management will respond to these complaints. Management will respond by evaluating the situation and acting positively to the situation.
 - a. The reporting system will be: Steward will advise the immediate supervisor who will report the information to the Manager of Distribution. The Management of Distribution will contact the MMO in Maintenance. The Union Steward and the APWU Vice President of the BMC will be kept advised of the action taken to correct the complaint.

E. Fire Emergencies

1. Management will develop an emergency action plan for the contingency of the building fires.
2. The Union shall be provided a copy of this plan.
3. The determination of when evacuation is required in the event of a fire will be done in consultation with the Union

ITEM 4

FORMULATION OF THE LOCAL LEAVE PROGRAM

- A. A posting will be made by November 1st as to the beginning and end of the new leave year. A vacant board will be established by December. The vacation board will be completed by January 15th.
- B. Vacation leave will be granted on the basis of seniority, by tour and sections as listed below.

CLERK CRAFT

1. Primary and Secondary Parcel Sorters
2. 115 (SPBS)
3. Annex
4. Dock Clerks
5. B.M.E.U.
6. Timekeepers
7. Procurement
8. Finance
9. Administrative General Clerks
10. Mail Processing General Clerks
11. Claims and Inquiry
12. Quality Control Clerks

MOTOR VEHICLE SERVICE CRAFT

1. TTO's
2. VOA's (one per tour for vacation leave)

MAINTENANCE CRAFT

Vacation leave will be granted on the basis of seniority and Occupational Group by Section by Section and/or Tour.

The following Sections will allow two employees off during prime time not to exceed one per Tour:

1. Electronic Technician Level 9
2. Building Equipment Mechanic Level 7

The following Sections will be by Occupational Group and Tour:

3. Maintenance Mechanic MPE Level 7
4. Machinist Level 7
5. Industrial Equipment Mechanic Level 6
6. Welder Level 6
7. Painter Level 6
8. Maintenance Mechanic Level 5
9. Maintenance Support Clerk Section
 - a. Maintenance Support Clerk Level 6
 - b. Maintenance Support Clerk Level 5
10. Custodial Section
 - a. Group Leader Custodian Level 4
 - b. Labor Custodial Level 3

- C. After all employees have had an opportunity to make a vacation selection on the first "pass" of the Vacation Board, any blocks remaining shall be filled by seniority on a second "pass" of the Vacation Board.

During the second "pass", an employee may schedule any of his/her remaining annual leave.

Request for periods not selected after the closing of the Vacation Board must be required by submitting a PS Form 3971 for advanced leave, at least thirty (30) days prior to the beginning of the month in which the opening occurs. Requests will be approved on a first come, first serve basis.

This section does not preclude Management from approving additional leave on shorter notice.

- D. When Choice Periods become open due to cancellations, upon requests, these periods will be awarded to the senior bidder seven (7) days after the period opens.

It shall be required that the successful applicant have an adequate amount of annual leave to cover this period.

- E. An employee ordered to Military duty may use his/her annual leave to cover his/her absence, or he/she may request LWOP. Employees called to Military duty shall not have the time charged to the Choice Vacation Period if requested prior to determination of the Choice Vacation schedule.
- F. An employee who voluntarily requests a transfer or is promoted to another tour or position as defined in "B" above may select any available opening on the Vacation Board. If the transfer is at the request of the U.S. Postal Service, the employee may retain the original vacation choice.
- G. When employees request Emergency Annual Leave, Management shall consider each request separately, carefully weighing individual circumstances. There shall be no "blanket" policies concerning such request.
- H. If service requirements permit, management will consider annual leave requests from employees on a seniority basis for the last full week in December. If annual leave is approved for this period, it will not exceed eight percent (8%).

ITEM 5

THE DURATION OF THE CHOICE VACATION PERIOD

The Choice Vacation shall begin the first full service week in January and extend through the last full service week prior to December 1.

ITEM 6

THE DETERMINATION OF THE BEGINNING DAY OF AN EMPLOYEE'S VACATION PERIOD

All annual leave will be blocks of a week. The employee will start his/her vacation on the first day of the service week as defined in the National Agreement. If an employee is scheduled to return from vacation one (1) day prior to his/her non-scheduled days, the employee will have the option to take either annual leave or LWOP for that one (1) day.

ITEM 7
WHETHER EMPLOYEES AT THEIR OPTION MAY REQUEST
TWO SELECTIONS DURING THE CHOICE VACATION
PERIOD. IN UNITS OF EITHER FIVE (5) OR TEN (10) DAYS

There will be splitting of vacation leave during the Choice Vacation Period in accordance with Article X, Section 3.D.

On first selection or round of bidding, an employee may (at his/her option) split an entitlement to a three-week vacation into two parts of either:

A. One week (five work days) and two weeks (ten work days);

OR

B. One week (five work days) and one week (five work days).

An employee with a two-week (10 working day) vacation entitlement may split the vacation in accordance with "B" above.

Any employee not wishing to split his/her vacation may at his/her option take the full entitlement of 10 or 15 working days in consecutive weeks.

ITEM 8
WHETHER JURY DUTY AND ATTENDANCE AT
NATIONAL OR STATE CONVENTIONS SHALL BE
CHARGED TO THE CHOICE VACATION PERIOD

A. Jury duty will not be charged to the choice vacation period.

B. Attendance at State or National Conventions will not be charged to determination of choice vacation schedule.

C. Military leave will not be charged to the choice vacation schedule.

ITEM 9
DETERMINATION OF THE MAXIMUM NUMBER OF
EMPLOYEES WHO SHALL RECEIVE LEAVE EACH
WEEK DURING THE CHOICE VACATION PERIOD

The percentage will be assigned and calculated for the month in which the service week involved begins as noted below. These percentages will not be exceeded on a tour due to rounding off of units as established in Item 4 (3) and (C) except that any percentage of .5 and above will be rounded to the next whole number.

The month breakdown is as follows:

1. Ten percent (10%) for the months of January, February, March. October and November.
2. Fifteen percent (15%) for the months of April, May, June, July. August and September.
3. VOA's in the MVS Craft shall allow one off per tour for vacation.
4. At no time will the number allowed off be less than one.

ITEM 10
THE ISSUANCE OF OFFICIAL NOTICES TO
EACH EMPLOYEE OF THE VACATION
SCHEDULE APPROVED FOR HIM/HER

When the employee puts his name on the vacation board, he will properly complete a leave application. The duplicate copy of the leave application will be returned to the employee by January 15.

ITEM 11
DETERMINATION OF THE DATE AND MEANS OF NOTIFYING
EMPLOYEES OF THE BEGINNING OF THE NEW LEAVE YEAR

See Item 4, Section A of this Memorandum of Understanding.

ITEM 12
THE PROCEDURES FOR SUBMISSION OF
APPLICATIONS FOR ANNUAL LEAVE DURING
OTHER THAN THE CHOICE VACATION PERIOD

- A. All employees requesting annual leave will submit a P.S. form 3971, in triplicate, to the immediate supervisor.
- B. The supervisor must sign in the supervisor notified block of the P.S. form 3971 and return to the employee a copy of the leave request during the tour of submission as a receipt.
- C. Employees will be notified of Management's disposition no more than three (3) working days after the request is made by return of the finalized duplicate copy of the 3971.

- D. If the supervisor has not notified the employee within three (3) working days, the employee will submit his copy to the MDO and will receive an answer within three (3) hours.
- E. A request for annual leave on the employee's birthday shall be considered upon request or not more than three (3) working days later.
- F. Annual leave or LWOP, if annual leave is exhausted LWOP shall be considered in the case of death, birth in the immediate family of any APWU craft employee. Emergency leave shall not be limited to death or birth but will be considered on an individual basis.

ITEM 13

THE METHOD OF SELECTING EMPLOYEES TO WORK ON HOLIDAYS

Fourteen (14) days before the holiday, Management will post on all appropriate bulletin boards a notice soliciting volunteers to work on the holiday. This notice will indicate the number of employees needed and the scheduled hours of work. Vehicle control and mail processing will indicate the number of employees needed by categories and craft Maintenance will use Occupational Group. All holiday schedules will be posted on appropriate bulletin boards no later than Tuesday preceding the service week of the scheduled holiday. A copy of the schedule will be sent to the Union office. Employees will be scheduled in the following orders and by the methods indicated.

1. Volunteer regulars whose work day falls on the holiday
2. Volunteer regulars whose N.S. day falls on the holiday
3. PTF's volunteers
4. T.E.'s
5. Casuals
6. Non-Volunteer part time flexibles
7. Non-Volunteer regulars whose designated holiday is the day being scheduled
8. Non-Volunteer N.S. regular employees

All volunteers shall be selected by seniority and all non-volunteers shall be forced by juniority.

ITEM 14

WHETHER 'OVERTIME DESIRED' LISTS IN ARTICLE VIII SHALL BE BY SECTION AND/OR TOUR

Overtime desired lists shall be established on each tour and section according to the formula set in item 18.

Upon exhausting an overtime desired list in a section, management will use qualified employees on the overtime desired lists in other sections prior to mandating non-overtime desired list employees to work.

ITEM 15
THE NUMBER OF LIGHT DUTY ASSIGNMENTS
WITHIN EACH CRAFT OR OCCUPATIONAL
GROUP TO BE RESERVED FOR TEMPORARY
OR PERMANENT LIGHT DUTY ASSIGNMENTS

The following represents the commitment of the management at the Detroit BMC to accommodate employees request for both temporary and permanent light duty assignments as follows:

Temporary and/or permanent light duty assignments will be considered on an individual basis within each craft represented by APWU consistent with good business practice.

Light duty assignments may be established from part-time hours within the installation and consistent with the employee's physical limitations.

The installation head shall show the greatest consideration for full-time regular or part-time flexible employees requiring light duty or other assignments giving each request careful attention. All areas will be given appropriate consideration, with the following areas as examples: IPP's, Rewrap. etc.

Every effort shall be made to reassign the concerned employee within the employee's present craft or occupational group. After all efforts are exhausted in this area consideration will be given to reassignment to another craft or occupational group within the same installation.

When a request is refused, the installation head shall notify the concerned employee in writing, stating the reasons for the inability to reassign the employee. The local union will be furnished a copy of this letter and, upon request, this matter will be discussed with them.

ITEM 16
THE METHOD TO BE USED IN RESERVING LIGHT
DUTY ASSIGNMENTS SO THAT NO REGULARLY
ASSIGNED MEMBER OF THE REGULAR
WORK FORCE WILL BE ADVERSELY AFFECTED

The U.S. Postal Service and the Union recognize their responsibility to aid and assist Postal Employees who through illness or injury are unable to perform their regularly assigned duties; the Installation Head shall show the greatest consideration for Postal Employees requiring light duty or other assignments, giving each request careful attention, and reassigning such employees to the extent possible in his office. This consideration will include the recommendations of the Medical Reports submitted by the designated physician. The union will be advised of all requests made for light duty assignments.

The providing of an opportunity of reassignment will be contingent upon:

1. The availability of appropriate work.
2. The ability of the employee to perform.
3. The assignment not adversely affecting any member of the regular work force.

These proceedings will be in conformance with Article XIII.

ITEM 17
THE IDENTIFICATION OF ASSIGNMENTS THAT
ARE TO BE CONSIDERED LIGHT DUTY WITHIN
EACH CRAFT REPRESENTED IN THE OFFICE

The following represents the commitment of the management at the Detroit BMC to accommodate employee's request for both temporary and permanent light duty assignments as follows:

1. Temporary and/or permanent light duty assignments will be considered on an individual basis within each craft represented by APWU consistent with good business practice.
2. Light duty assignments may be established from part-time hours within the installation and consistent with the employee's physical limitations.
3. The Installation Head shall show the greatest consideration for full-time regular or part-time flexible employees requiring light duty or other assignments giving each request careful attention. All areas will be given appropriate consideration with the following areas as examples: IPP's. Rewrap. Etc.

4. Every effort shall be made to assign the concerned employee within the employee's present craft or occupational group. After all efforts are exhausted in this area, consideration will be given to reassignment to another craft or occupational group within the same installation.
5. When a request is refused, the Installation Head shall notify the concerned employee in writing, stating the reasons for the inability to reassign the employee. The local union will be furnished a copy of the letter and, upon request, this matter will be discussed with them.

ITEM 18

IDENTIFICATION OF DUTY ASSIGNMENTS COMPRISING A SECTION DEFINED FOR REASSIGNMENT OF EXCESS PERSONNEL WITH THE INSTALLATION

CLERK CRAFT

- I. PRIMARY AND SECONDARY PARCEL SORTERS
2. 115 (SPBS)
3. ANNEX
4. DOCK CLERKS
5. B.M.E.U.
6. TIMEKEEPERS
7. PROCUREMENT
8. FINANCE
9. ADMINISTRATIVE GENERAL CLERKS
10. MAIL PROCESSING GENERAL CLERKS
11. CLAIMS AND INQUIRY
12. QUALITY CONTROL CLERK

Number 10 and 11 General Clerks shall be combined as one section for the purpose of excessing.

MOTOR VEHICLE SERVICE

1. TTO's
2. VOA's

FOR THE PURPOSE OF EXCESSING ALL MVS SHALL BE CONSIDERED ONE SECTION.

MAINTENANCE CRAFT

1. Mail Processing Equipment Section
 - a. Electronic Technical Level 9
 - b. Maintenance Mechanic MPE Level 7
 - c. Machinist Level 7
 - d. Maintenance Mechanic Level 5
2. Building Equipment Section
 - a. Building Equipment Mechanic Level 7
 - b. Industrial Equipment Mechanic Level 6
 - c. Welder Level 6
 - d. Painter Level 6
 - e. Group Leader Custodial Level 4
 - f. Labor Custodial Level 3
3. Maintenance Support Section
 - a. Maintenance Support Clerk Level 6
 - b. Maintenance Support Clerk Level 5

ITEM 19

THE ASSIGNMENTS OF EMPLOYEE PARKING SPACES

Management will continue to provide parking facilities as heretofore, bearing in mind the needs of the Postal Service and the employees. Should the concept of the facility change in a way which would have adverse effect on the present parking available, Management will discuss the proposed changes in advance with the Union before making its final decision.

ITEM 20

THE DETERMINATION AS TO WHETHER ANNUAL LEAVE TO ATTEND UNION ACTIVITIES REQUESTED PRIOR TO THE DETERMINATION OF THE CHOICE VACATION SCHEDULE IS TO BE PART OF THE TOTAL CHOICE VACATION PLAN

Annual leave approved to attend union activities will not be charged to the choice vacation period.

ITEM 21

THOSE OTHER ITEMS WHICH ARE SUBJECT TO LOCAL NEGOTIATIONS AS PROVIDED IN THE CRAFT SUPPLEMENT AGREEMENTS

A seniority list shall be posted and updated on a quarterly basis by craft and position designation. A copy of this will be given to the American Postal Workers Union and to the union stewards.

A. Change in starting time

Clerk Craft * Motor Vehicle Service Craft * Maintenance Craft:

When an assignment undergoes principal changes in starting time, exceeding 1.5 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 be notified, by certified mail and consultation held, at the request of the Union prior to the initiation of any changes exceeding 1.5 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 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 declination shall be expressed in writing, and Management will repost and fill the assignment within contractual limits.

ITEM 22
LOCAL IMPLEMENTATION OF THIS AGREEMENT
RELATING TO SENIORITY, REASSIGNMENT AND POSTINGS

MAINTENANCE CRAFT

The Union will be notified by certified mail of all duty assignments and Basic Work Week changes prior to the change.

The above will be in accordance with Article XXXVIII of the National Agreement.

The installation Head must post in each Section an updated Seniority Roster by Occupational Group Quarterly in the following Sections:

1. Mail Processing Equipment
2. Building Equipment
3. Maintenance Support

A copy of these Seniority Rosters will be mailed to the APWU Union President by certified mail prior to the schedule posting.

MOTOR VEHICLE SERVICE CRAFT

MVS bids will operate under the in-house principal. Vehicle Operations Staff will post bids on all official vehicle operations bulletin boards. Lengths of posting will be ten (10) days, date successful bidder goes in effect and closing dated will be placed on invitation. All pertinent information if applicable, such as starting and ending time, lunch and N/S days will be placed on bid. Management will furnish a copy of (each) bid to MVS Director and BMC Vice President, within twenty-one (21) days of closing, the successful bidder must be placed in position (excluding December) normally on the first day of a service week. All vacant or newly established craft duty assignments shall be posted for craft employees eligible to bid within ten (10) days after a determination has been made the position is not to be reverted.

The Vehicle Operations Employees (TTO's) shall bid on assignments during the month of November and all assignments shall be effective on the Saturday of the first full Pay Period of January.

All 3971's not responded to within 48 hours will be forwarded to Manager of Vehicle Operations, however in the event of the Managers absence, the Director of Control and Logistics shall render a decision within 24 hours.

The vehicle operations employees (TTO's and VOA's) shall bid on assignments during the month of November and all assignments shall be effective on the Saturday of the first full pay period of January.

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 Postal Service at the Bulk Mail Center, Allen Park, MI 48101.

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 LMOU and not changed herein or in conflict or inconsistent with the terms of the National Agreement shall remain in effect.

03-20-03	D. Duron V. Marshall, President, APWU
03-20-03	Robert L. Banks, Jr. Executive Vice Pres., APWU
3-25-03	Denise Borcsani, BMC Vice President
3/21/03	Management Representative
3/21/03	Management Representative