

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

**LOCAL MEMORANDUM OF
UNDERSTANDING**

UNITED STATES POSTAL SERVICE
MONROE, MICHIGAN 48161

1999 - 2000

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ITEM # 1
WASH-UP PERIOD

Management will grant reasonable wash-up time prior to the start of the employee's scheduled lunch period and prior to the end of the employee's workday.

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

ITEM # 2
REGULAR WORK WEEK

The basic work week scheduled shall be as previously established, specifically, fixed days off. The Union Steward will be given a copy of the weekly schedule, upon posting.

ITEM # 3
EMERGENCY CONDITIONS

The parties recognize that the Postal Service is the most vital part of the communications machinery of the United States of America and that historically, this installation was provided this service to the public without interruptions; therefore, Postal Operations will not be terminated at the installation, unless the Postmaster or Installation Head determines that conditions so warrant. Employees in those areas affected shall be granted appropriate leave.

In the event the Union believes an emergency condition exists and the Postmaster or his/her designee does not agree, the Union may meet with the Postmaster or his/her designee to attempt to resolve the issue.

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

1. Safety and Health of the Employee

(1)

2. Civil Disorders
3. Acts of God
4. Advise of Local Authorities

When an alleged explosive device has been discovered or a threat made against the Postal Facility and verified by a Postal and/or City Official, the Facility shall be completely evacuated until all safety measurers have been taken by the proper authorities.

The Postal Service shall contact the Local Union President or his/her designee as soon as possible when such emergencies exist

ITEM #4 FORMULATION OF LEAVE PROGRAM

All Regular and Part-time Flexible employees in Crafts under the jurisdiction of the APWU - Detroit District Area Local must be given the opportunity to request vacation time equivalent to his/her accrued annual leave (including annual leave for the current leave year being scheduled) in accordance with Article 10 of the National Agreement.

In order to cancel a vacation period previously scheduled, the employee must cancel in lots of a week(s). Provided management is given a fourteen (14) day notice in writing of such cancellation, this cancelled leave will be awarded as follows: The cancelled leave will be posted for a period of five (5) days, then awarded by seniority with the following exceptions: from the first full service week in June, through the first full service week in September, when the vacant vacation is re-posted, the vacation bid shall be awarded to the senior Clerk junior to the original bidder. If no employee junior to the original bidder requests the vacation, the vacancy shall be awarded to the senior Clerk who bids on the vacant vacation slot, however, if the vacation is cancelled for reasons that cause the original bidder to be absent from duty, the slot will not be re-posted.

If no requests are received for the week(s), every reasonable effort will be made to grant any increment of days, by full seniority roster.

The Local Union Steward or Local Union Officer shall receive a copy of all vacation postings after the five (5) day period.

ITEM # 5
CHOICE VACATION PERIOD

The choice vacation period shall be from the first full pay period in January through the last full week in November, and also include the period of December 26th through December 31st.

ITEM # 6
BEGINNING DAY OF VACATION PERIOD

All scheduled annual leave must start on Monday and end on Sunday. Exceptions may be granted upon the employee's written request and signed by his/her Union Representative and the Employer.

ITEM # 7
LEAVE OPTION

An employee, depending on his/her option, may request two selections during the choice vacation period which shall be in accordance with ITEM #5, in units of either 5 or 10 days, or one 15 day period. The total leave requested during the choice selection shall not exceed 10 or 15 days, in accordance with leave earned annually per the National Agreement.

ITEM # 8
JURY DUTY AND UNION LEAVE BUSINESS

National Guard/Military Service and employee(s) ordered to be available for Jury Duty during his/her scheduled Choice Vacation Period shall be permitted to request additional leave, as long as such request does not interfere with the scheduled vacations of other employees.

Attendance at Union Conventions shall not be charged to the quota of employees off during the Choice Period. At the beginning of each year when the convention week has been determined, the Union shall notify Management and sufficient slots for all eligible delegates shall be withheld for the appropriate week.

In addition, request for leave made by the Union's Chief Steward for him/herself and one other Steward or Alternate Steward to attend Labor/Management meetings, Local Union Meetings and Local Negotiations shall be approved.

The employer will make every reasonable effort to grant additional requests.

ITEM #9
LEAVE SCHEDULING
*This ITEM #9 is processed for impasse Arbitration
By the American Postal Workers Union*

There shall be 11.23% of all employees allowed to scheduled annual leave during the initial choice vacation selection period; the last full week of May through and including the first full week of September, except during December 25 - 31, when three (3) employees will be allowed annual leave. After the initial selections are made in accordance with Article VII of the LMOU, a maximum of 8% of all employees shall be allowed leave. Every reasonable effort shall be made to grant additional requests.

In the case where the figure comes out to a fraction, it shall be rounded off to the nearest whole number. In case the fraction comes out to .5 or above, it will be rounded off to the next higher number. This rounding rule will apply only to the 8% figure.

In October prior to vacation planning, upon request of the Union, the parties shall meet to discuss whether additional employees can be afforded an opportunity for vacation scheduling during the choice and non-choice vacation period. The determination of additional employees shall be based on service needs, and employee compliment in the Monroe Post Office.

For the purpose of leave scheduling and vacation planning, the North Branches of Newport and Maybee, and the South Branches of Erie, Luna Pier and LaSalle will both be considered sections; the North and the South. The percentages will be the same as identified in this ITEM of the LMOU.

ITEM # 10 LEAVE APPROVAL

Upon completion of the vacation schedule, the duplicate copy of the vacation request slip will be returned to the employee indicating what vacation period was awarded him/her.

ITEM # 11 NOTIFICATION OF NEW LEAVE YEAR

Notification shall be placed on all official bulletin boards by November 1st, as to the beginning and ending of the new leave year.

Selection of the employee's choice vacation will begin the third full week of November 1st, as to the beginning and ending of the new leave year.

Selection of the employee's vacation will begin the 3rd full week of November and conclude no later than December 31st. There will be a chart posted on the workroom floor for the employees to consult as to the weeks available. Employees will submit 3971s in duplicate for the week(s) desired and in turn these will be immediately posted on the chart. Employees shall have no longer than three (3) days to select their vacation time or they shall be by-passed until they are ready to select from the weeks remaining. After all leave selections have been made, the selections will be transferred to the normal vacation calendar. The leave calendar must be posted by December 31st.

ITEM # 12
NON CHOICE LEAVE

Employees requesting advance leave, which is not included in vacation scheduling, shall submit a 3971 in triplicate to their immediate supervisor. When approved and signed by the supervisor, a copy shall be returned to the employee.

Employees shall be notified of Management's disposition for advance annual leave no more than two (2) days after the request is made, or it shall be deemed approved. Prior to the employee using the leave. they shall notify their immediate supervisor

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

After the required number of assignments have been determined under Article XI, Section 6, of the National Agreement, the employer shall schedule qualified employees in each section of the crafts represented by the APWU to work on a holiday or a day designated as a holiday in the following order:

- A. All Casual and Part-time Flexible employees to the extent possible even if payment of overtime is required.
- B. All Full-time Employees who possess the necessary skills and have volunteered to work on the holiday or their designated holiday.
- C. Volunteer Full-time employees whose non-scheduled day falls on the holiday and possess the necessary skills even though the payment of overtime is required.
- D. Full-time Regulars who have not volunteered to work on their holiday by juniority.
- E. Non-Volunteer Full-time Employees whose non-scheduled day falls on the holiday and possesses the necessary skills even though the payment of overtime is required, by juniority.

ITEM # 14
OVERTIME DESIRED LIST

The Overtime Desired List will be established by Management two weeks prior to the start of each postal quarter. The lists will be established by Office, Craft, and Tour. The Union shall be provided with a copy of each Overtime Desired List, by quarter.

ITEM # 15, # 16, # 17
NUMBER OF LIGHT DUTY ASSIGNMENTS - RESERVING LIGHT DUTY
ASSIGNMENTS - IDENTIFICATION OF LIGHT DUTY ASSIGNMENTS

Clerical duties to be considered in establishing Light Duty Assignments shall be as follows, but not limited to:

1. Distribution of letter size mail of all classes on all tours;
2. Such other duties as may be mutually acceptable within the employee's medical limitations.

The Union shall be notified, in writing, of all Light Duty Assignments. The Union shall be notified, in writing, of all cancellations of Light Duty Assignments.

ITEM # 18
EXCESSING FROM A SECTION

Each tour shall be identified as a section. For the purpose of excessing from this installation, the entire installation shall be considered a section.

ITEM # 19
PARKING

Employee parking will be utilized on a first come, first served basis.

ITEM # 20
UNION LEAVE OPTIONS

The Union leave requests shall be as noted in Item # 8 of this Local Memorandum of Understanding.

ITEM # 21
NEGOTIABLE CRAFT ITEMS

LENGTH OF POSTING: Job bid notices shall remain posted for ten (10) consecutive days. The successful bidders shall be posted in accordance with Article 37, Section 3.F.1. of the National Agreement. A Union Official shall be present when bids are opened. The successful qualified bidder shall be placed in his/her new assignment within ten (10) days except in the month of December.

The Local APWU Union Steward shall be provided with a copy of all postings as noted above.

Any change in the starting time in excess of one hour will require re-posting, unless the Union and the employer 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 prior to their being implemented. The Union shall also be provided the opportunity to discuss such changes prior to their implementation with the Postmaster or his/her designee.

ITEM # 22
SENIORITY, REASSIGNMENTS AND POSTINGS

Employees will normally work their duty assignments. If it becomes necessary to move employees to perform work outside their bid duty assignments, the principal 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 section.

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 MONROE, MICHIGAN 48161.

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 LIFE OF THIS AGREEMENT, INCLUDING PAST EMPLOYEE PRACTICES AND PRIVILEGES.

4-29-99	ROGER R. HOLBROOK, PRESIDENT APWU
4-29-99	PATRICK A. CHORNOBY, VICE PRESIDENT APWU
4-30-99	MICHAEL J. SCHLUMP, SUPERVISOR CUST. SERVICES
4-30-99	KELLY ANGLIN, SUPERVISOR CUST. SERVICES