

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

**LOCAL MEMORANDUM OF  
UNDERSTANDING**

**UNITED STATES POSTAL SERVICE  
ROSEVILLE. MICHIGAN 48066**

1994 - 1998

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### ITEM #1

#### WASH-UP PERIOD

Reasonable wash-up periods shall be granted to those employees who perform dirty work or work with toxic materials. The amount of Wash-up time granted each employee shall be subject to the grievance procedure.

### ITEM # 2

#### BASIC WORK WEEK

The work week of full-time clerks and custodians is established as five days, with fixed days off.

### ITEM # 3

#### EMERGENCY CONDITIONS

When local emergency conditions warrant, the Installation Head shall immediately examine the situation and its impact on the employees and the Postal Service. Employees in those affected areas shall be granted appropriate leave.

In the event the Union believes an emergency condition exists, the Union shall meet with the Installation Head and attempt to resolve the issue.

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

1. The Safety and Health of the Employees,
2. Civil Disorders,
3. Acts of God, and
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 measures have been taken by the proper authorities.

The Local Union President and Steward will be notified, as soon as possible, when a breakdown of the air conditioning or heating units result in abnormally warm or cold working conditions -

If possible, responsible Postal Officials shall consider not only temperature, but also humidity, air movement and other factors that can affect the climate of the working environment.

Postal Officials will make the safety of the employees their prime concern, taking appropriate action, such as, but not limited to, rest breaks to warm up or cool down and reassignment to warmer or cooler work areas to protect them.

Under such conditions, every consideration will be given to leave requests of employees who complain of health problems due to such working conditions.

ITEM #4  
FORMULATION OF LEAVE PROGRAM

Vacation selections shall be made in December and completed by the beginning of the first pay period of the leave year.

No trading or cancellation of vacation leave in the choice period will be allowed unless a serious personal emergency exists and then on approval of both Union and Management. Any cancellation of vacation leave shall be posted for 10 days or until 10 days prior to the beginning of the leave week posted whichever comes first. Any vacation leave weeks cancelled less than 10 days prior to the beginning date will not be posted.

Seniority shall prevail, when two or more employees request the same time for leave.

The Choice Vacation Selection Process shall consist of two phases. These are:

PHASE I - Employees shall be given the opportunity to select periods in the Choice Period, up to his or her contractually guaranteed maximum.

During this phase, an employee may select non-choice periods, with the understanding that doing so constitutes his or her choice period selection and a waiver of his or her contractual guarantee.

PHASE II - Employees shall be given the opportunity to schedule additional weeks in available non-choice periods. Once both phases of the Choice Vacation Selection Process are completed, unselected weeks will be closed for the remainder of the leave year and additional leave may be scheduled, only in accordance with ITEM # 12 of this Local Memorandum of Understanding.

#### ITEM # 5

#### CHOICE VACATION PERIOD

The Choice Vacation Period shall begin with the second full week in May and shall end after the first full week in September.

The Choice Vacation Period shall also include the following three weeks: November 14th through November 20th, November 21st through November 27<sup>th</sup>, and December 26th through January 1st.

ITEM #6

BEGINNING DAY OF VACATION PERIOD

Except for the weeks beginning on November 14th and 21st and December 26th, all vacation weeks shall begin on Monday and end on Sunday.

ITEM #7

SECTIONS IN CHOICE PERIOD

Each employee may have two choices in the choice period. Employees with thirteen (13) annual leave days per year may select two periods of five (5) days each. Employees with twenty (20) or more annual leave days per year may select two periods of five (5) and ten (10) days, not to exceed fifteen (15) days in all.

ITEM # 8

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

Military and Jury Duty will not be charged to the Choice Vacation Period. Union Conventions or Union Seminars shall be reserved and not charged to the Choice Vacation Period

ITEM #9

MAXIMUM NUMBER OF EMPLOYEES OFF EACH WEEK DURING  
THE CHOICE VACATION PERIOD

Twelve (12) percent of the clerical complement\* will be allowed off during any full week in July or August and in the weeks beginning November 14th, November 21st and December 26th.

Nine (9) percent of the clerical complement\* will be allowed off during all other weeks in the Choice Vacation Period.

Six (6) percent of the clerical complement\* will be allowed off during any weeks not in the Choice Vacation Period.

All calculations will be rounded up to the next whole number.

(NOTE: \* - The clerical complement equals the total clerks in pay status on the AP2 ORPES [On the Polls-Paid employees Statistics] Report).

ITEM #10

ISSUANCE OF OFFICIAL NOTICES TO EACH EMPLOYEE OF THE  
APPROVED VACATION LEAVE FOR HIM/HER

A leave chart will be posted in a convenient place for employees to see.

ITEM #11

DETERMINATION OF DATE AND MEANS OF NOTIFYING  
EMPLOYEES OF THE NEW LEAVE YEAR

The Employer shall, no later than November 1, post on the appropriate bulletin boards the beginning of the new leave year.

ITEM # 12

THE PROCEDURES FOR SUBMISSION OF APPLICATIONS FOR  
ANNUAL LEAVE DURING THE YEAR

The remainder of an employee's annual leave may be granted at other times during the year, as requested by the employee. Such annual leave requests must be submitted on PS FORM 3971, no sooner than 30 days prior to the date(s) requested. Exceptions require Union and Management concurrence.

Management shall approve or deny all such leave requests, not later than the Thursday prior to the Service Week in which the Annual Leave is requested. Failure to reply shall constitute approval of the annual leave request.

ITEM #13  
HOLIDAY SCHEDULE

Employees will be selected to work on holidays in the following order:

1. FTR Clerks on the Overtime Desired List volunteering to work their scheduled holiday.
2. FTR Clerks on the Overtime Desired List volunteering to work their non-scheduled day.
3. Volunteer PTF Clerks
4. Non-volunteer PTF Clerks.
5. Non-volunteer FTR Clerks on their scheduled holiday.
6. Non-volunteer FTR Clerks on their non-scheduled day.

FTR Maintenance employees as needed by inverse seniority.

ITEM #14  
OVERTIME DESIRED LIST AND METHOD SELECTING

ITEM #15  
NUMBER OF LIGHT DUTY ASSIGNMENTS

Light duty assignments, both permanent and temporary, are assignments awarded to employees who are unable to perform all of their duties due to some illness or injury.

In order to be assured that Article 8 (Light Duty) is complied with and followed, the Union will be notified within five days of all employees who request permanent or temporary light duty assignments. This notification will consist of the employee's name, social security number and the type, including restrictions, of permanent or temporary light duty requested.

If there exists a conflict to the availability of a light duty assignment, the employer agrees to meet with the Union immediately to reach a final settlement on each case.

#### ITEM #16

#### SELECTION METHOD OF LIGHT DUTY ASSIGNMENTS

Light duty assignments shall be assigned according to the restrictions of the ill and/or injured employee.

#### ITEM #17

#### IDENTIFICATION OF LIGHT DUTY ASSIGNMENTS

Light Duty Assignments may include, but are not necessarily limited to:

1. Sorting
2. Sorting Flat Mail.

3. CMU Unit
4. Office work

#### ITEM #18

#### IDENTIFICATION OF A DUTY ASSIGNMENT IN A SECTION

The entire Roseville Postal Installation shall be considered a section, when it is proposed to excess out of the installation.

When excessing from a section within the installation, each tour shall be identified as a section. Employees with starting times of 4:30 am or earlier are assigned to Tour I, and Employees with starting times after 4:30 am are assigned to Tour II.

#### ITEM #19

#### METHOD OF PARKING

Employees' vehicles, that will be used for Official Business on a particular workday may be parked in the Parking lot on that workday.

#### ITEM #20

#### ANNUAL LEAVE FOR UNION ACTIVITIES

Annual leave for Union activities, submitted prior to the determination of

the Choice Vacation Selections, shall not be charged to the choice period.

ITEM # 21

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

Employees scheduled to work two hours overtime on a particular workday, will be entitled to an extra ten (10) minute break.

ITEM # 22

SENIORITY, REASSIGNMENTS & POSTINGS

SENIORITY - Seniority principles shall be recognized when granting vacation leave time, when two or more employees request the same time.

REASSIGNMENT - If the occasion should arise that the Fraser section will be removed from this installation, or that some other Post Office shall be transferred into this installation, the Union shall be notified thirty (30) days in advance as to the number of employees affected and to what extent.

POSTING - When posting, no clerk craft assignment will be allotted duty assignments designated by regulation to other crafts.

A successful bidder will be assigned to his or her position within ten (10) days after notification, which is ten days after closing.

An assignment which undergoes a change exceeding one (1) hour will be posted. The Union shall receive a copy of the posting. The Union shall also be given a copy of any other changes in posted assignments.

A posted position not bid, shall be assigned to the junior unassigned regular within ten (10) days.

When an assignment undergoes a change or more than 50% in duties, principal assignment area or scheme requirements described in its last posting, the Union will be notified ten (10) days prior to the proposed change. For each instance of notification, the Union President will evaluate the change. A response by the Union will be made immediately, notifying the Installation Head as to whether the change will require reposting.

## 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 Roseville, Michigan 48066.

This Agreement is entered into pursuant to Article 30 of the 1994 - 1998 National Agreement between the American Postal Workers Union, AFL-CIO and the U.S. 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 UNION:

Roger R. Holbrook APWU President	4-29-96
Patrick A. Chornoby, APWU Vice-President	5-2-96
Karen S Catlin, Chief Steward	5-13-96

### FOR THE US POSTAL SERVICE:

Gary Woudstra, Postmaster	5-13-96
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